

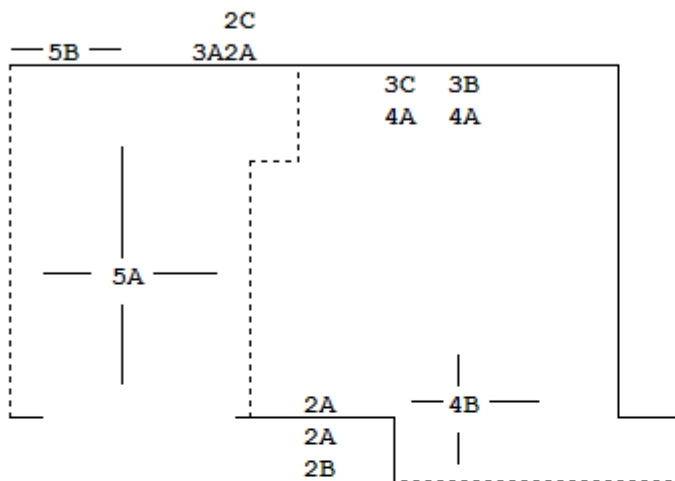



WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

| | | | | | |
|--|-----------------------------------|--|---------------------|---|---|
| Building No. 10654 | Street N. Blaney Avenue | City Cupertino | Zip 95014 | Date of Inspection 04/10/08 | Page 1 of 8 |
|  | | Silver Creek Termite Control, Inc. 339 Piercy Road, Bldg 4 San Jose, CA 95138 Phone: (408) 224-4688 Fax: (408) 224-4577 | | |  |
| | | Registration # PR4922 | | | Report # 1088 |
| Ordered by: Anthem Realty Deepak Chandani 24941 Prospect Avenue Los Altos, CA 94022 W: 650-941-8003 | | Property Owner and/or Party of Interest: | | Report sent to: | |
| COMPLETE REPORT <input checked="" type="checkbox"/> LIMITED REPORT <input type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input type="checkbox"/> | | | | | |
| General Description: Two story townhouse, stucco siding, composition roof, crawl space, attached garage, occupied | | | | Inspection Tag Posted: Garage | |
| Other Tags Posted: | | | | | |
| An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected. Diagram is not to scale. Locations are only approximate. | | | | | |
| Subterranean Termites <input type="checkbox"/> Drywood Termites <input checked="" type="checkbox"/> Fungus / Dryrot <input checked="" type="checkbox"/> Other Findings <input checked="" type="checkbox"/> Further Inspection <input checked="" type="checkbox"/> | | | | | |
| If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items. | | | | | |
| KEY: 1 - Subterranean Termites 2 - Drywood Termites 3 - Fungus/Dryrot 4 - Other Findings 5 - Unknown Further Inspection | | | | | |

NOT TO SCALE



FRONT

Inspected by: Goran Subotin State License No. FR39918 Signature 

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 1418 Howe Avenue, Suite 18, Sacramento, California, 95825-3204.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.pestboard.ca.gov.

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STANDARD PRACTICES, POLICIES AND DISCLAIMERS

PLEASE READ THIS COMPLETE REPORT, FROM BEGINNING TO END. WE HAVE COMPILED THIS REPORT USING GENERALLY ACCEPTED STANDARDS OF PRACTICE BASED ON THE CALIFORNIA PEST CONTROL BOARD ACT RULES AND REGULATIONS.

THE PEST CONTROL INDUSTRY RECOGNIZES A STRUCTURE TO HAVE CERTAIN AREAS BOTH INACCESSIBLE AND NOT INSPECTED. THESE AREAS INCLUDE BUT ARE NOT LIMITED TO: INACCESSIBLE AND/OR INSULATED ATTICS OR PORTIONS THEREOF, ATTICS WITH LESS THAN 18 INCHES CLEAR CRAWL SPACE, INSULATED SUBFLOOR STRUCTURE; THE INTERIOR HOLLOW WALLS, COMMON WALLS, THE CRAWL SPACE UNDERNEATH A DECK LESS THAN 12 INCHES; COVERED CEILINGS, AREAS/PLUMBING/UTILITIES ABOVE DROPPED AND/OR FINISHED CEILINGS AND BEHIND CLOSED WALLS, OPEN BEAM CEILINGS; SPACES BETWEEN A FLOOR OR PORCH DECK, AND THE CEILING BELOW; AREAS WHERE THERE IS NO ACCESS WITHOUT DEFACING OR TEARING LUMBER, MASONRY OR FINISHED WORK; AREAS UNDERNEATH, BEHIND OR BELOW APPLIANCES OR BENEATH FLOOR COVERINGS, FURNISHING AND/OR STORED ITEMS, LOCKED AREAS, AND AREAS REQUIRING AN EXTENSION LADDER, I.E. SECOND STORY EAVES; AREAS WHERE ENCUMBRANCES, STORED ITEMS, CONDITIONS AND/OR LOCKS MAKE INSPECTION IMPRACTICAL; CONCEALED EAVES; SOFFITED EAVES/AREAS; EAVES OVER PATIO(S); INTERIOR OF ENCLOSED ABUTMENTS OR HOLLOW STUCCO WALLS; AREAS UNDER WATER HEATER PEDESTALS; ENCLOSED AREAS UNDER DECKS, STAIRS, PATIOS, ETC.

MOLDS, SOMETIMES CALLED MILDEW, ARE NOT WOOD-DESTROYING ORGANISMS AND IS OUTSIDE THE SCOPE OF THIS INSPECTION. BRANCH 3 LICENSEES DO NOT HAVE THE DUTY UNDER THE STRUCTURAL PEST CONTROL ACT AND RELATED REGULATIONS TO CLASSIFY MOLDS. OUR COMPANY DOES NOT TAKE ANY RESPONSIBILITY FOR MOLD-RELATED ISSUES. IF YOU WISH YOUR PROPERTY TO BE INSPECTED FOR MOLD OR MOLD-LIKE CONDITIONS, PLEASE CONTACT A MOLD PROFESSIONAL.

NOTICE: THE STRUCTURAL PEST CONTROL BOARD ENCOURAGES COMPETITIVE BUSINESS PRACTICES AMONG REGISTERED COMPANIES. REPORTS ON THIS STRUCTURE PREPARED BY VARIOUS REGISTERED COMPANIES SHOULD LIST THE SAME FINDINGS (i.e. TERMITE INFESTATIONS, TERMITE DAMAGE, FUNGUS DAMAGE, etc.) HOWEVER, RECOMMENDATIONS TO CORRECT THESE FINDINGS MAY VARY FROM COMPANY TO COMPANY. YOU HAVE THE RIGHT TO SEEK A SECOND OPINION FROM ANOTHER COMPANY.

NOTICE: THE CHARGE FOR SERVICE THIS COMPANY SUBCONTRACTS TO ANOTHER PERSON OR ENTITY MAY INCLUDE THE COMPANY'S CHARGES FOR ARRANGING AND ADMINISTERING SUCH SERVICES THAT ARE IN ADDITION TO THE DIRECT COSTS ASSOCIATED WITH PAYING THE SUBCONTRACTOR.

THIS COMPANY DOES NOT INSPECT ROOFS AS IT IS BEYOND THE SCOPE OF OUR LICENSE. THE EXTERIOR SURFACE OF THE ROOF WAS NOT INSPECTED. IF YOU WANT THE WATER TIGHTNESS OF THE ROOF DETERMINED, YOU SHOULD CONTACT A ROOFING CONTRACTOR WHO IS LICENSED BY THE CONTRACTORS' STATE LICENSE BOARD.

WE CANNOT GUARANTEE WORK DONE BY THE OWNERS OR THE OWNERS AGENT. WE MAKE NO GUARANTEE AGAINST FUTURE INFECTIONS, ADVERSE CONDITIONS OR CONDITIONS PRESENT BUT NOT EVIDENT AT THE TIME OF OUR INSPECTION.

SHOULD FURTHER INSPECTION ITEMS NOTED IN THIS REPORT NOT BE PERFORMED, OUR COMPANY WILL ASSUME NO LIABILITY FOR ANY INFESTATIONS OR INFECTION(S) WHICH MAY BE CONCEALED IN THESE AREAS.

NOTE: OUR BID FOR TILE/VINYL IS BASED ON STANDARD GRADE TILE/VINYL. ALL UPGRADES

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WILL BE AT ADDITIONAL COST.

MINIMUM CHARGE FOR REPAIRS PERFORMED BY THIS COMPANY IS \$150.00.

NOTE: IF LOCAL BUILDING CODES REQUIRE PERMITS OR ADDITIONAL WORK WHICH IS NOT OUTLINED IN THIS REPORT, A CHANGE WORK ORDER WILL BE ISSUED. THE CHNAGE ORDER WILL INCLUDE THE CITY REQUIREMENTS AND AN ADDITIONAL COST ESTIMATE TO PERFORM THE WORK.

THIS COMPANY DOES NOT DO SLAB INSPECTIONS AS IT IS BEYOND THE SCOPE OF OUR LICENSE. FLOOR COVERING MAY CONCEAL CRACKS IN THE SLAB THAT WILL ALLOW INFESTATIONS TO ENTER. INFESTATIONS MAY BE CONCEALED BY PLASTER, SHEETROCK, OR OTHER WALL COVERINGS. IF WOOD DESTROYING PESTS OR ORGANISMS HAVE CAUSED DAMAGE DIRECTLY RESULTING FROM THE CONDITION AT THE FOUNDATION AND IT IS OBSERVED AT THE TIME OF INSPECTION, THEN OUR REPORT WILL INDICATE THIS OTHERWISE IT IS RECOMMENDED THAT A FOUNDATION PROFESSIONAL BE CONTACTED.

THIS COMPANY SHALL EXERCISE DUE CARE DURING INSPECTIONS AND TREATMENTS BUT ASSUMES NO LIABILITY FOR ANY DAMAGE TO TILES, SLATES, SHINGLES OR OTHER ROOFING MATERIALS, INCLUDING BUT NOT LIMITED TO PATIO COVERS, ALUMINUM AWNINGS, SOLAR HEATING, PLANTS, SHRUBBERY OR PAINT DURING ANY TYPE OF TREATMENT.

IN ORDER TO PERFORM CORRECTIVE MEASURES, IT MAY BE NECESSARY TO DRILL INTO CONCEALED AREAS AND/OR CUT OR REMOVE PLANTS. THE TERMITE EXTERMINATOR WILL NOT BE LIABLE FOR PLUMBING, HEATING, ELECTRCIAL, GAS LINE(S) AND EQUIPMENT IN OR UNDER A SLAB, NOR FOR PLANTS WHICH MAY BE DAMAGED DURING TREATMENTS AND/OR REPAIRS.

IF REQUESTED BY THE PERSON WHO ORDERED AN ORIGINAL REPORT, A RE-INSPECTION OF THE STRUCTURE WILL BE PERFORMED IF AN ESTIMATE OR BID FOR MAKING REPAIRS WAS GIVEN WITH THE ORIGINAL REPORT, OR THEREAFTER. THIS COMPANY WILL RE-INSPECT REPAIRS DONE BY OTHERS WITHIN FOUR MONTHS OF THE ORIGINAL INSPECTION. A CHARGE, IF ANY, CAN BE NO GREATER THAN THE ORIGINAL INSPECTION FEE FOR EACH RE-INSPECTION. THE RE-INSPECTION MUST BE DONE WITHIN TEN(10) WORKING DAYS OF REQUEST. THE RE-INSPECTION IS A VISUAL INSPECTION AND IF THE INSPECTION OF CONCEALED AREAS IS DESIRED, INSPECTION OF WORK IN PROGRESS WILL BE NECESSARY. ANY GUARANTEES MUST BE RECEIVED FROM PARTIES PERFORMING REPAIRS.

IF INACCESSIBLE AREAS BECOME ACCESSIBLE AND IF INFESTATIONS AND/OR DAMAGE IS FOUND TO EXTEND INTO ANY INACCESSIBLE AREAS, A SUPPLEMENTAL REPORT WILL BE ISSUED LISTING ADDITIONAL FINDINGS, RECOMMENDATIONS, AND COST(S) TO REPAIR.

IF SURING THE PERFORMANCE OF ANY REPAIRS, OR RE-INSPECTIONS BY THIS COMPANY, ANY INFESTATIONS OR INFECTIONS ARE REVEALED THAT WERE NOT EVIDENT AT THE TIME OF THE ORIGINAL INSPECTION, WE WILL ISSUE A SUPPLEMENTAL REPORT WITH FINDINGS, RECOMMENDATIONS, AND COST(S) TO REPAIR.

GUARANTEE POLICY:

THIS GUARANTEE EXCLUDES STRUCTURE WITH SUB SLAB HEATING/AIR CONDITIONING SYSTEMS, PLENUM CONSTRUCTION WITH AIR CONDITIONING AND HEATING DUST IN USE, A WELL OR CISTERN WITHIN FIFTY FEET AND AREAS THAT ARE INACCESSIBLE FOR TREATMENT. ADDITIONAL EXCLUSINS INCLUDE STRUCTURES WITH DAMAGE TO OR FROM EXCESSIVE MOISTURE, INADEQUATE CONSTRUCTION, AREAS OF INACCESSIBILITY, DETERIORATING MATERIALS, MASONRY FAILURE, GRADE ALTERATION, PIPES AND CONDUITS BENEATH

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CONCRETE SLAB, FURNISHINGS OR CONTENTS/STORED ITEMS, ETC. NO GUARANTEE WILL BE ISSUED FOR ANY WORK THAT IS A SECONDARY RECOMMENDATION OR WORK COMPLETED BY OTHERS. A THIRTY(30) DAY GUARANTEE APPLIES TO PLUMBING, GROUTING, CAULKING AND RESETTING OF COMMODES, SINKS AND/OR ENCLOSURES. ALL OTHER WORK PERFORMED BY THIS COMPANY SHALL BE GUARANTEED FOR THE DURATION OF ONE YEAR FROM THE TIME THE WORK WAS COMPLETED.

OUR COMPANY ASSUMES NO LIABILITY FOR, NOR DO WE GUARANTEE, WORK DONE BY OTHERS. ALL GUARANTEES, WARRANTIES, AND PERMITS SHOULD BE OBTAINED FROM THE PARTIES PERFORMING REPAIRS.

THE OWNER OF THIS STRUCTURE HAS CERTAIN OBLIGATIONS REGARDING MAINTENANCE AND PERTAINING TO THE DETERRENCE OF WOOD DESTROYING ORGANISMS. MAINTENANCE PROCEDURES INCLUDE BUT ARE NOT LIMITED TO; REASONABLE CLEANING, UPKEEP OF ROOFS, GUTTERS, AND DOWNSPOUTS,; PAINTING AND SEALING EXPOSED SURFACES; CAULKING DOORS AND WINDOWS; GROUTING ABOUT COMMODES, TUB AND SHOWER ENCLOSURES; STORING ITEMS, MATERIALS ONE FOOT AWAY FROM THE STRUCTURE AND FOUNDATION; PROVIDING ADEQUATE VENTILATION, MAINTAINING PROPER DRAIMAGE AWAY FROM THE STRUCTURE (INCLUDING IRRIGATION SYSTEMS); KEEPING SOIL LEVELS BELOW THE TOP OF THE FOUNDATION(S) AND PROHIBITING EARTH CONTACT WITH WOOD SURFACES AND COMPONENTS OF THE STRUCTURE(S).

WORK COMPLETED BY THIS COMPANY DOES NOT INCLUDE FINISH PAINTING, TEXTURING AND/OR SANDING. OWNER IS RESPONSIBLE FOR THESE ITEMS.

SECTION REPORTING:

A SEPARATE REPORT INCLUDES SECTION I AND/OR II CONDITIONS EVIDENT ON THE DATE OF THIS INSPECTION. SECTION I CONTAINS ITEMS WHERE THERE IS EVIDENCE OF ACTIVE INFESTATION, INFECTION AND/OR CONDITIONS THAT HAVE RESULTED IN OR ARE FROM INFESTATION OR INFECTION. SECTION II ITEMS ARE CONDITIONS DEEMED LIKELY TO LEAD TO INFESTATION BUT WHERE NO VISIBLE EVIDENCE OF SUCH WAS FOUND OR OBSERVED. FURTHER INSPECTION ITEMS ARE DEFINED AS RECOMMENDATIONS TO INSPECT AREA(S) WHICH DURING THE ORIGINAL INSPECTION DID NOT ALLOW THE INSPECTOR ACCESS TO COMPLETE THE INSPECTION AND CANNOT BE DEFINED AS SECTION I OR II.

SECTION I:

(2) DRYWOOD TERMITES

2A. FINDING: Evidence of drywood termites was found in the areas noted as 2A on the diagram.
RECOMMENDATION: Locally treat these areas for drywood termites with a registered termiticide. SECTION I ITEM.

NOTE: Local treatment is not intended to be an entire structure treatment method. If infestations of wood-destroying pests extend or exist beyond the area(s) of local treatment, they may not be exterminated.

NOTE: Guaranteed to treated areas only. Any infestation found after this date will be treated at owners expense.

2B. FINDING: Drywood termite damage was observed at the window trim, noted as 2B on the diagram.
RECOMMENDATION: REMOVE and REPLACE the damaged wood members. If possible, we will chisel or cut out damaged area and fill with either a plastic or wood filler. We will then sand and primer paint.

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

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SECTION I ITEM.

NOTE: If damage extends into inaccessible areas, we will issue a supplemental report with our findings, recommendations and costs for repairs.

2C. FINDING: Drywood termite damage was observed at the garage side door trim, noted as 2C on the diagram.
RECOMMENDATION: REMOVE and REPLACE the damaged wood members. If possible, we will chisel or cut out damaged area and fill with either a plastic or wood filler. We will then sand and primer paint.
SECTION I ITEM.

NOTE: If damage extends into inaccessible areas, we will issue a supplemental report with our findings, recommendations and costs for repairs.

(3) FUNGUS/DRYROT

3A. FINDING: Fungus damage was observed at the garage side door, noted as 3A on the diagram.
RECOMMENDATION: REMOVE and REPLACE the damaged wood members. If possible, we will chisel or cut out damaged area and fill with either a plastic or wood filler. We will then sand and primer paint.
SECTION I ITEM.

NOTE: If damage extends into inaccessible areas, we will issue a supplemental report with our findings, recommendations and costs for repairs.

3B. FINDING: WATER has gotten UNDER the linoleum in the hallway bathroom. This causes damage to the linoleum UNDERLAYMENT.
RECOMMENDATION: Remove the toilet and linoleum over the damaged underlayment. Remove and replace the damaged underlayment. Scrape and treat with a registered fungicide. Install new Standard Grade, neutral colored vinyl floor covering over the entire floor area. Reset the toilet using a new wax ring. Size of vinyl needed: 4x5. SECTION I ITEM.

NOTE: Our bid for linoleum is based on Standard Grade material. Any upgrade material would be at additional charge.

NOTE: When toilet is reset, and if the SUPPLY LINE and/or angle stop leaks, the owner has the option of replacing the line or having our company replace it for an additional cost. It is possible during removal or reinstallation of the toilet, that by moving the toilet, the old gaskets or interior parts could possibly leak. If these parts leak and we cannot stop the leak, the owner has the option of repairing the toilet themselves or we can replace it for a fee.

NOTE: If damage extends into inaccessible areas, we will issue a supplemental report with our findings, recommendations and costs for repairs.

3C. FINDING: WATER has gotten UNDER the linoleum in the master bathroom. This causes damage to the linoleum UNDERLAYMENT.
RECOMMENDATION: Remove the toilet and linoleum over the damaged underlayment. Remove and replace the damaged underlayment. Scrape and treat with a registered fungicide. Install new Standard Grade, neutral colored vinyl floor covering over the entire floor area. Reset the toilet using a new wax ring. Size of vinyl needed: 6x8. SECTION I ITEM.

NOTE: Our bid for linoleum is based on Standard Grade material. Any upgrade material would be at additional charge.

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NOTE: When toilet is reset, and if the SUPPLY LINE and/or angle stop leaks, the owner has the option of replacing the line or having our company replace it for an additional cost. It is possible during removal or reinstallation of the toilet, that by moving the toilet, the old gaskets or interior parts could possibly leak. If these parts leak and we cannot stop the leak, the owner has the option of repairing the toilet themselves or we can replace it for a fee.

NOTE: If damage extends into inaccessible areas, we will issue a supplemental report with our findings, recommendations and costs for repairs.

SECTION II:

(4) OTHER FINDINGS

4A. FINDING: The toilet(s) in the hallway and master bathroom(s) was/were loose.
RECOMMENDATION: Reset toilet(s) with new wax ring(s). If damage is found at the Hercules ring(s), the floor structure or cracked toilet(s) is/are found, we will issue a supplemental report with findings and cost to repair. (SECTION II ITEM)

4B. FINDING: A large amount of cellulose debris was observed. There were not signs of active infestation.
RECOMMENDATION: Remove cellulose debris of a rakeable size from the substructure area. (SECTION I ITEM)

FURTHER INSPECTION:

(5) FURTHER INSPECTION

5A. FINDING: We made a limited inspection of the garage due to stored items.
RECOMMENDATION: The owner should move the stored items at which time we will return, inspect and make any additional recommendations. Our charge at the time of the further inspection will be \$75 and does not include trip fees or fees for any additional work required. UNKNOWN, FURTHER INSPECTION ITEM.

5B. FINDING: We made a limited inspection of the exterior area(s) due to stored items.
RECOMMENDATION: The owner should move the stored items at which time we will return, inspect and make any additional recommendations. Our charge at the time of the further inspection will be \$75 and does not include trip fees or fees for any additional work required. UNKNOWN, FURTHER INSPECTION ITEM.

AREAS NOT INSPECTED, PLEASE READ (TOWNHOUSE UNIT)

This inspection is limited to the interior of a townhouse unit. We recommend further inspection for the remainder of the structure. Some of the interior areas are inaccessible for inspection. These include the areas inside finished walls and ceilings, areas under floor coverings and areas concealed by furnishings and appliances. We did not inspect any of the common areas of the townhouse project. Inspection of these areas are not practical. Our inspection does not include inspection of the electrical, plumbing, heating, roof covering or mechanical systems in the structure. Our inspection will not detect building code violations. If any information is desired about any of these areas, a company who makes home inspections should be engaged. It is possible for wood destroying organisms, infestations and infections to be concealed and not evident at the time of our inspection.

AREAS NOT INSPECTED, PLEASE READ (OCCUPIED STRUCTURE)

This is a report of an inspection for wood destroying pests to a furnished, occupied structure. Some areas of the structure are inaccessible for inspection due to furnishings, appliances, floor coverings, and stored personal property. We did not inspect

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areas immediately under furnishings, appliances, or carpets. We did not inspect inside finished walls or ceilings. Inspection of these areas are not practical. Our inspection does not include inspection of the electrical, plumbing, heating or mechanical systems of the structure. We did not inspect the wooden roof covering. Our inspection will not detect building code violations. If any information is desired about any of these areas, a company who makes home and roof inspections should be engaged. It is possible for wood destroying organisms, infestations and infections to be concealed and not evident at the time of our inspection.

SECOND STORY eave areas and/or eaves located more than one story from the ground level could only be VISUALLY inspected from the ground.

The attic was visually inspected from the access opening only. Areas of the attic were not fully inspected as a result.

Insulation prevented a complete inspection of the attic space. We make no exceptions. This company makes no recommendations for this area and will not be held responsible for any damage that may be concealed by the insulation. If requested, this company will return to remove the insulation and inspect the concealed areas for an extra charge.

If the client has concerns, recommend removing insulation at which time we will inspect and issue findings and recommendations.

NOTE: The SUBFLOOR was INSULATED below the structure. There was no evidence of any infestation in these areas; however, this insulation could possibly conceal infestations. We assume no responsibility for any infestations concealed by this insulation.

INACCESSIBLE AREAS, PLEASE READ

It is common in occupied homes for there to be toiletries, etc., found UNDERNEATH KITCHEN and BATHROOM SINKS. This makes total inspection of these areas impossible. We have made a visual inspection. If at a later date items are moved and any infestations or infections are found, this company will issue a report for an additional fee, with additional findings, recommendations and costs. (THESE AREAS ARE CLASSIFIED AS INACCESSIBLE FOR TOTAL INSPECTION.)

Our company has always strived to provide its customers with the safest and most efficient methods of pest control. Knowing that we deal with toxic materials, we keep ourselves educated so we can provide our customers with the best possible service results, and so we can use pesticides in the safest possible manner for our customers and ourselves.

In accordance with our sense of responsibility for the safety of our customers and employees, we ask that you read the following.

State Law requires that you be given the following information:

CAUTION -- PESTICIDES ARE TOXIC CHEMICALS

Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Food and Agriculture and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center (telephone number listed below) and our company immediately.

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For further information, contact any of the following:

CCC Termite Inspections - (800) 555-5555

For Health Questions -- the County Health Department Alameda County (415) 540-3063; Contra Costa County (415) 646-2286; San Francisco County (415) 554-2500; San Joaquin County (209) 468-3420; San Mateo County (415) 363-4305; Santa Clara County (408) 299-6060.

For Application information - the County Agricultural Commissioner: Alameda County (415) 670-5156; Contra Costa County (415) 646-5250; San Francisco County (415) 285-5010; San Joaquin County (415) 468-3300; San Mateo County (415) 363-4700; Santa Clara County (408) 299-2171.

For Regulatory Information - the Structural Pest Control Board: (916) 263-2544, 1418 Howe Avenue, Suite 18, Sacramento, CA 95825-3280.

Pesticides that may be used on your property during the course of our work is listed below. The active ingredients are also listed.

Dampwood Termites -

___ TRIBUTE; Cyano (3-phenoxyphenyl) methyl 4-choloro-alpha (1-methylethyl) benzeneacetate. Contains 2 pounds of fenvalerate per undiluted gallon.

Drywood Termites (Fumigation) -

___ VIKANE; Sulfuryl Flouride with Chloropicrin as the warning agent.

Drywood Termites (Local Treatment) -

___ CY-KICK; Cyfluthrin

___ TERMIDOR SC; Fipronil

___ TIM-BOR; Disodium Octaborate Tetrahydrate

___ DRIONE; Pyrethrins, Piperonyl Butoxide-Technical, Amorphous Silica Gel and Petroleum Distillate.

___ TRIBUTE; Cyano (3-phenoxyphenyl) methyl 4-choloro-alpha (1-methylethyl) benzeneacetate. Contains 2 pounds of fenvalerate per undiluted gallon.

___ TRI-DIE PT230; Pyrethrins, Piperonyl Butoxide-Technical, Silica Gel

Fungus and/or Dryrot -

___ COPPER GREEN; Copper Napthenate, Copper salts of Naphthenic Acids

___ TIM-BOR; Disodium Octaborate Tetrahydrate

Subterranean Termites -

___ PREMISE; Imidacloprid

___ TERMIDOR SC; Fipronil

___ TRIBUTE; Cyano (3-phenoxyphenyl) methyl 4-chloro-alpha-(1-methylethy) benzeneacetate. Contains 2 pounds of fenvalerate per undiluted gallon.

Wood Destroying Beetles (Fumigation) -

___ VIKANE; Sulfuryl Flouride with Chloropicrin as the warning agent

Wood Destroying Beetles (Local Treatment) -

___ TRI-DIE PT230; Pyrethrins, Piperonyl Butoxide-Technical, Silica Gel

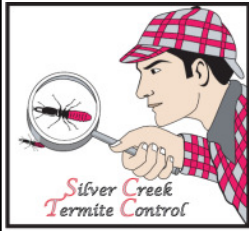
___ CY KICK; Cyfluthrin

Carpenter Bees (Local Treatment)-

___ CY KICK; Cyfluthrin

WORK AUTHORIZATION CONTRACT

| | | | | |
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Silver Creek Termite Control, Inc.
339 Piercy Road, Bldg 4
San Jose, CA 95138
Phone: (408) 224-4688
Fax: (408) 224-4577

Registration # PR4922

For Report # 1088

ITEMIZED COST BREAKDOWN (Refer to items on the report)

| | Primary Work Bid | Secondary Work Bid |
|----------------------------|---|--------------------|
| SECTION 1: | 2A: \$850.00, 2B: \$475.00, 2C: \$290.00, 3A: \$675.00, 3B: \$750.00, 3C: \$950.00 *** TOTAL: \$3990.00 | NONE |
| SECTION 2: | 4A: OWNER, 4B: \$225.00 *** TOTAL: \$225.00 | NONE |
| FURTHER INSPECTION: | 5A: \$75.00, 5B: \$75.00 *** TOTAL: \$150.00 | NONE |

THIS IS A BINDING CONTRACT between SILVER CREEK TERMITE CONTROL, INC. and , and incorporates our termite report # 1088 dated 04/10/08 for real property located at 10654 N. Blaney Avenue Cupertino CA 95014. Items on the report may contain provisions for additional costs over and above the original estimate. Please read the report carefully and completely.

CONDITIONS:

1. This offer is limited to 4 months from the date of the report.
2. If further inspection is recommended, or if additional work is required, we will provide prices or recommendations for correction. Interested parties will be notified prior to any work being done.
3. Notice to owner of Mechanic's Lien as required by the Structural Pest Control Board: Under the California Mechanics Lien Law, any structural pest control operator who contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full if the subcontractor, laborers or suppliers remain unpaid. To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". General contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.
4. We will use due caution and diligence in their operations and care will always be taken to minimize any damage, but assumes no responsibility for matching existing colors and styles, or for incidental damage to roof coverings, TV antennas, solar panels, rain gutters, plant life, paint or wall coverings. There may be health related issues associated with the structural repairs reflected in the inspection report referenced by this work authorization contract. These health issues include but are not limited to the possible release of mold spores during the course of repairs. We are not qualified to and do not render any opinion concerning such health issues or any special precautions. We recommend that the client vacate the property for 4 to 6 hours for all local treatments. Any questions concerning health issues or any special precautions to be taken prior to or during the course of such repairs should be directed to a Certified Industrial Hygienist before any such repairs are undertaken. By executing this work authorization contract, customer acknowledges that he or she has been advised of the foregoing and has had the opportunity to consult with a qualified professional.
5. This report is limited to the accessible areas of the structure shown on the diagram. Please refer to the report for areas not inspected and further information.

WORK AUTHORIZATION CONTRACT

| | | | | | |
|--------------|------------------|-----------|-------|--------------------|----------|
| Building No. | Street | City | Zip | Date of Inspection | Page No. |
| 10654 | N. Blaney Avenue | Cupertino | 95014 | 04/10/08 | 2 |



Silver Creek Termite Control, Inc.
339 Piercy Road, Bldg 4
San Jose, CA 95138
Phone: (408) 224-4688
Fax: (408) 224-4577

Registration # PR4922

For Report # 1088

6. **TERMS OF PAYMENT.** We agree to pay the sum of _____ upon issuance of Notice of Work Completed. Accounts are past due thirty days after date of completion unless prior arrangements have been made.

7. If this contract is to be paid out of escrow impound, we, the buyers and/or sellers agree to pay a \$75 escrow fee and to provide SILVER CREEK TERMITE CONTROL, INC. with all escrow billing information, and to notify us of any changes associated with the escrow impound or escrow company. We understand that we are responsible for payment, and if escrow does not close within 30 days of completion of work, we will pay the amount due in full including the escrow fee, and upon notification late fees may apply if payment is not made.

8. **Warranty:** subterranean termites (one year only in areas treated), local treatment for drywood termites (one year only in areas treated), local treatment for wood boring beetles (one year only in areas treated), local treatment for carpenter ants (one year only in areas treated) , fumugations (refer to fumigation contract). Warranty is made from the date of completion and applies to work performed by SILVER CREEK TERMITE CONTROL, INC.

9. We authorize this company to perform items _____ for a contract price of _____.

NAME OF PERSON TO CONTACT FOR ACCESS: _____ PHONE # _____

SIGNED _____ DATE _____ FAX # _____

_____ EMAIL ADDRESS _____

_____ FAX CONTRACT TO: (408) 224-4577

OWNER OR OWNER'S AGENT

It is assumed that if an agent orders work on the owners behalf, and that they were notified prior by said agent, that if payment is not made by the agent or escrow company it will be the responsibility of the owner to produce payment.