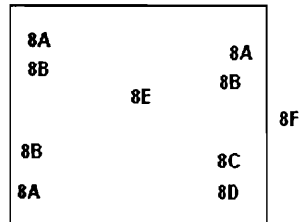


WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

BUILDING NO. 2207	STREET, CITY, STATE, ZIP CHERYL WAY, SAN JOSE CA 95125	Date of Inspection 8/5/2009	No. of Pages 7
ANTIQUE TERMITE, INC. 1913 Stone Avenue, San Jose, CA 95125 Ph: (408) 995-6300 (408) 995-0517 Fax			
Firm Registration No. PR 1187	Report No. 42098	Escrow No. 99506411	
Ordered By: COLDWELL BANKER 10105 S. DE ANZA BLVD CUPERTINO, CA 95014 Attn: MARK BURNS 777-2083 517-0903	Property Owner/Party of Interest ROSE PURDY 2207 CHERYL WAY SAN JOSE, CA 95125	Report Sent To: CHICAGO TITLE 12156 SARATOGA-SUNNYVALE RD. SARATOGA, CA 95070 Attn: LORI YOUNG 973-1900 973-8778	
COMPLETE REPORT <input type="checkbox"/> LIMITED REPORT <input checked="" type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input type="checkbox"/>			
General Description: LIMITED TO THE DETACHED GARAGE ONLY		Inspection Tag Posted: Other Inspection Tags:	
An inspection has been made to 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.			
Subterranean Termites <input checked="" 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 above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.			

DIAGRAM NOT TO SCALE



READ AND APPROVED
 BY Rose Purdy by Pamela Mustie,
 BY her attorney in fact
 DATE 8/10/09

Inspected by LUIS E. RODRIGUEZ License No. FR38503 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, 2005 Evergreen Street, Suite 1500, Sacramento, California 95815-3831.

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, or (800) 737-8188 or www.pestboard.ca.gov.

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AREAS NOT INSPECTED: The interior of hollow walls, areas beneath and behind built in cabinets were not inspected since inspection of these areas are considered impractical. We did not water test and do not certify against leakage of any appliances, plumbing over finished ceilings, roof coverings or decks. Such actions, were not performed, they are considered impractical without specific written authorization. Floors which are carpeted makes inspection of the flooring in these areas impractical. Soffitted (enclosed framing) areas of the structure, makes inspection of interior framing inaccessible for inspection. We make no guarantee against infestations, leaks or adverse conditions which may exist in such areas not inspected. Attached and/or detached fences were not inspected unless otherwise stated in the body of this report. Further inspection is recommended. Further inspection of any inaccessible area and/or area not inspected would be performed upon request at an additional charge (with written authorization). This property was not inspected for the presence or absence of health related molds or fungi. By California Law we are neither qualified, authorized, nor licensed to inspect for health related molds or fungi. If you desire information about the presence or absence of health related molds, you should contact an industrial hygienist.

No furniture or appliances were moved or removed, limiting this inspection to the visible and accessible areas of the above structure shown on the diagram. No statements can be made regarding conditions in closed walls, floors beneath coverings, areas below or behind appliances and built-in cabinet work, stall showers over finished ceilings, such structural segments as porte cocheres, enclosed bay windows, buttresses and similar areas to which there is no access without defacing or tearing out lumber, masonry or finished work. Antique Termite Inc. does not inspect roofs. Should interested parties desire further representation regarding roof, interested parties should contact a licensed roof contractor. Antique Termite assumes no responsibility for leaks not evident during the time of this inspections. Our inspectors are not equipped with extension ladders, therefore all buildings will be inspected from the ground level only. All wood members above 10 from the ground level would be visually inspected only (no probing, etc). Further inspection of these inaccessible area(s) or area(s) not inspected is recommended and will be performed upon request and at an additional fee.

REINSPECTIONS: If requested by the person ordering this report, a reinspection of the structure will be performed. This company will reinspect repairs done by others within four (4) months of the date of the original inspection. A charge, if any, can be no greater than the original inspection fee for each reinspection. The reinspection must be done within ten (10) working days of request. The reinspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress will be necessary. Any guarantees must be received from parties performing repairs. Antique Termite & Pest Inc. does not guarantee work performed by others. Reinspection fee is payable at the time of inspection.

GUARANTEES: On work (labor) performed by Antique Termite Inc. are for one (1) year from the date of completion. Guarantees for local chemical treatments are limited to wood members treated only. Fumigations are guaranteed for one year from the date of completion. Plumbing repairs (parts provided by this firm), linoleum (vinyl materials), toilet resets or any other measures for the control of moisture (caulkings and grouts etc.) are guaranteed for thirty (30) days. Antique Termite, Inc. assumes no responsibility for water damage if the shower enclosure is not installed immediately. The guarantee on showers and tub units is void if the area is used before 24 hours. If the shower fixtures do not fit the owner must contact other tradesman to have new fixtures installed. If necessary for floor installation, vanities are to be removed and replaced by others. Kitchens and laundry areas also must have appliances removed before installation. An additional fee of \$ 75.00 per appliance and or furniture will be charged for Antique Termite to remove and/or reinstall. We do not do painting, texturing, staining or wallpapering.

Notice: Reports on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.) However, recommendation to correct these findings may vary from company to company. You have a right to seek a second opinion from another company.

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WHILE PERFORMING TREATMENTS OR ANY CONSTRUCTION REPAIRS, ANTIQUE TERMITE INC. WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE TO ELECTRICAL OR PLUMBING WHICH MAY BE CONCEALED IN WALLS OR BELOW SLABS. BUILDING PERMITS REGARDING REPAIRS WHICH A BUILDING PERMIT IS REQUIRED, IF IT IS FOUND THAT LOCAL BUILDING CODES REQUIRE ADDITIONAL REPAIRS TO BE PERFORMED, THESE ADDITIONAL REPAIRS WOULD BE AT THE OWNERS EXPENSE AND SAME WOULD BE OUTLINED A SUPPLEMENTAL REPORT.

TILE OR LINOLEUM SELECTIONS: Bids which are given in report for replacement of ceramic tile or linoleum are based on using standard grade material. Ceramic tile bids are based on standard-square 4 tiles at a cost of \$2.78 per square foot for shower walls or tub shower walls. Ceramic floor tile bids are based on 8x8 tiles at \$2.75 per square foot. Tile selections can be made at Dal Tile 2549 Zanker Road San Jose CA 95131 408-435-1566. Linoleum bids are based on using standard grade linoleum at \$.99 per square foot. Linoleum selections can be made at Conklin Bros. 2250 Almaden Expressway San Jose CA 95125 (408) 266-2250. Tile and/or linoleum selections must be made at least 5 days prior to scheduled repairs. Any upgrades, must be paid by client at the time of selection. If NO selection is made prior to repairs, standard/neutral color tile or sheet vinyl will be installed.

MOLD POLICY STATEMENT: Molds, sometimes called mildew, are not wood destroying organisms. Branch 3 licensees do not have a duty under the Structural Pest Control Act and related regulations to classify molds as harmful to human health or not harmful to human health. This does not modify the Structural Pest Control Act or related regulations.

SECONDARY RECOMMENDATION (SUB STANDARD): Anytime a secondary recommendation (local treatment) is recommended, we must state who requested this secondary recommendation. Secondary recommendations are considered sub standard recommendations and guarantees are limited to treated areas only as stated in report.

THIS IS A SEPARATED REPORT WHICH IS DEFINED AS SECTION I, SECTION II AND UNKNOWN FURTHER INSPECTIONS CONDITIONS EVIDENT ON THE DATE OF INSPECTION.

SECTION I: Contains items where there is evidence of active infestations, infections, or conditions which have resulted in or from infestation or infection.

SECTION II: Are conditions deemed likely to lead to infestation or infection, but where there is no visible evidence of such found.

UNKNOWN FURTHER INSPECTION: Recommendations to inspect areas which during the original inspection, did not allow the inspector access to complete the inspection and cannot be defined as Section 1 or Section 2.

THIS IS A LIMITED INSPECTION AT THE REQUEST OF MARK BURNS, AND IT IS LIMITED TO THE DETACHED GARAGE ONLY.

GARAGES:

ITEM 8A FINDING: Evidence of infestation by Subterranean Termites was noted at the garage, emerging from the cold joint.

RECOMMENDATION: Drill through the concrete slab adjacent to the foundation stem (spacing the holes approximately 12 apart). Inject a Registered Termiticide. Patch the holes with concrete. NOTE: Our guarantee for this treatment is limited to the treated area(s) only. NOTE: Interested parties should be aware that Antique Termite, Inc. assumes no responsibility for damage to plumbing or electrical lines that might be concealed below the slab. Chemical to be used Termidor SC-active ingred: Fipronil.

***** This is a Section 1 Item *****

\$ 610.00

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GARAGES:

- ITEM 8B FINDING: Evidence of Subterranean Termites (tubes) were noted as outlined in an item above.
- RECOMMENDATION: In conjunction with the Structural Pest Control Board, remove all accessible Subterranean Termite tubes.
***** This is a Section 1 Item ***** \$ 100.00
- ITEM 8C FINDING: Evidence of infestation by drywood termites was noted at the detached garage. These infestations appear to extend into inaccessible areas.
- RECOMMENDATION: Seal up and fumigate the entire structure with a lethal gas (ZYTHOR/SULFURYL FLUORIDE AND CHLOROPICRIN) for the control of drywood termites in all areas of the structure. Remove the seals for reoccupancy. NOTE Antique Termite is not liable for any damage which may occur to roof or plant life during fumigation. Fumigation cannot begin during inclement weather. In the case of rain or strong winds the job may be postponed to a later date. Additional information will be shown on the Occupants Fumigation Notice which must be signed and returned to the fumigation department before the fumigation date. Structure must be vacated for two nights (one night to fumigate, one night to allow for proper ventilation.) All preparation work to get structure ready for fumigation is owner/occupants responsibility. Should owner desire a fumigation prep company to do the necessary prep-work, they should contact Fumigation Department-there is a cost for this service, which will be in addition to price for fumigation.
- NOTE: Our bid does not include any prep work. All instructions must be thoroughly read and performed. Failure to complete fumigation prep or failure to return signed papers prior to fumigation date will result in cancellation and/or rescheduling. Specific preparation instructions will be issued once fumigation is ordered.**
- ***** This is a Section 1 Item ***** \$ 550.00
- ITEM 8D FINDING: Evidence of infestation by drywood termites was noted in item #8C (fecal pellets).
- RECOMMENDATION: In compliance with the Structural Pest Control Board, remove or mask over all accessible drywood termite evidence (pellets) upon completion of treatments.
***** This is a Section 1 Item ***** \$ 100.00
- ITEM 8E FINDING: Water stains were noted on the garage roof sheathing from past or present leaks.
- RECOMMENDATION: Owner to engage the services of a licensed roofer to inspect and/or repair the roof coverings as needed and guarantee same.
***** This is a Section 2 Item ***** OTHERS
- ITEM 8F FINDING: Fungus damage was noted at the small garage door and/or jambs.
- RECOMMENDATION: Remove the damaged door and jambs. Install a new comparable, pre hung door with jambs. Note: Our bid includes painting the new materials with one coat of white primer paint and reinstalling the existing hardware.
***** This is a Section 1 Item ***** \$ 695.00

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If it is found that during the course of repairs, damage and/ or infestation is found to extend into previously inaccessible areas, a supplemental report will be issued outlining findings and costs for any additional repairs or treatments. Antique Termite Inc. does not do any texturing, painting or wall papering.

Antique Termite, Inc. does not guarantee work performed by others. Such guarantees should be obtained from those performing the repairs. Antique Termite, Inc. only certifies the absence of infestation or infection in the visible and accessible areas. If it is found that others have concealed or hidden infestations or infections during the course of their repairs, it will be the responsibility of interested parties to pursue the responsible party. Antique Termite, Inc. does not inspect for or comment on workman like manor on repairs done by others. Interested parties must satisfy themselves with the proper permits and licenses and to the quality or appearance of work which is not completed by our company.

All repairs completed by others must be reinspected by Antique Termite before certification will be issued. The reinspection will only CERTIFY the absence of infestation of infection in the visible and accessible areas. Antique Termite does not guarantee work completed by others, nor does this firm make any statements concerning workmanship of those repairs. Workmanship is only determinable by those paying for or receiving those services. A reinspection of specific items on the report or of any other condition pertaining to this structure can be done at an additional cost of \$150.00 per trip. This reinspection must be performed within four (4) months of the Original Inspection Report.

REINSPECTION FEE OF \$150.00 IS PAYABLE AT THE TIME OF INSPECTION.

CHEMICAL NOTE: Section 8538. (a): "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 Pesticide Regulation 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 (800-876-4766) and your pest control operator immediately." (This statement shall be modified to include any other symptoms of overexposure which are not typical of influenza.)

For further information, contact any of the following:

Antique Termite Inc. (408) 995-6300, for health questions--County Health Dept (408) 918-3400, for application questions--Cnty Agriculture Commisioner (408) 918-4600, and for regulatory information-- Structural Pest Control Board (916) 561-8700 located at 2005 Evergreen Street Ste #1500,Sacramento,CA 95825.

The following list of chemicals may be used by Antique Termite Inc. in the treatment of the above mentioned property

<u>Chemical:</u>	<u>Manufacturer:</u>	<u>Active Ingredients:</u>
Bora-Care	Nisus Corp.	Disodium Octaborate Tetrahydrate
Zythor	Ensystem	Sulfuryl Flouride
Dragnet SFR	FMC Corporation	Permethrin
Tim-Bor	US Borax & Chemical Corp.	Disodium Octaborate Corp.
Tetrahydrate Sodium Borate		
Premise Foam	Bayer Corporation	Imidacloprid
Termidor SC	BASF	Fipronil:Pyrazole
Power Plant	Blizzard System	D-Limonene
Cy-Kick	Whitmire Micro-Gen	Cyfluthrin

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8/5/2009

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FUMIGATION NOTICE

Structural fumigants are colorless, odorless, and do not affect paints, finishes, or fabrics. Dishes and utensils can be used without washing. By Federal law and as indicated by the label, the following items must be removed before fumigation with any fumigant. Persons, plants, pets, baby mattresses enveloped with plastic covers. All food and medicines not sealed in glass or metal containers. This includes food in refrigerator and freezers. It is to the responsibility of the occupant to have these items removed.

Soil should be soaked with water at least 12" from the foundation outward. This can be done the evening before and may help to protect plants. Vines and shrubs connected to the structure must be freed by the owner with ample space provided to get fumigation tarps behind same. All antennae and roof ornaments must be removed by owner or occupant. All automatic timing devices (sprinklers, lights, etc.) must be disconnected during fumigation. Solar systems must be turned off and drained. Should the owner desire a fumigation prep company to perform the necessary prep-work, please contact our office and we can give you the name and phone number of a company which can perform the necessary prep work for a fee. It is the responsibility of the owner to take care of all necessary prep work. If prep work is not done when fumigation crew arrives, the job will be canceled for that day.

Our crews must fumigate several structures in various locations each day. Therefore, the time that any fumigation is scheduled for must be approximate only. Most fumigations are scheduled for sealing sometime during the first day and opened the next day after proper exposure to the fumigant. The time for ventilation varies and in most cases the building will not be certified for re-occupancy until late afternoon the day after it is opened. The structure must be vacated for approximately 72 hours. The tarps will be put up the date scheduled, removed the following date, aired out, and then declared safe to re-enter the date after the tarps have been removed. A sign will be posted on the front door as to when structure is safe to re-enter. We do not wish to inconvenience you by having you wait for the arrival of fumigation crew. When you decide on a date, make arrangements about the keys and leave with the assurance that your building will be properly fumigated.

The GAS service must be shut off prior to fumigation. The fumigation company will contact PG&E to schedule to have service turned off. It is the owner's responsibility to contact PG&E to come back out to the property to turn the gas service back on and relight pilot lights. Homeowner should contact PG&E at least 4 days in advance to schedule them to come back out. PG&E will not turn service back on unless they are shown the re-entry notice which the fumigation company has posted at the structure stating when it is safe to re-enter. Its mandatory that the owner/agent show this notice to PG&E or they will leave the property and reschedule to come back out to the structure once that notice is made available to them. Electricity will remain on.

The utmost care will be taken during fumigation's to avoid any possible roof or plant damage. However, in the case of brittle wood shingles or tiles, there is always the possibility of some breakage. Where climbing plants and vines must be detached from the buildings or trellises removed, damage may be unavoidable. Plants that are too close to the structure to allow proper sandbagging of the tarps may be damaged. We can assume NO responsibility for damage resulting from these conditions

This building will be fumigated with poisonous gases. All persons and animals MUST vacate the premises when the fumigation crew arrives. Under NO circumstances can anyone enter the structure until the fumigation company's notice is posted giving the time and date for safe re-entry. Fumigation cannot commence without a signed notice "Occupants Fumigation Notice in fumigators possession which will be sent out once fumigation date has been scheduled and will have any additional notes as to the prep work which must be done prior to the fumigation date by OCCUPANT.

Should you have any questions regarding fumigation, please contact our office at (408) 995-6300 or fumigation company.

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BUILDING NO.	STREET, CITY, STATE, ZIP	INSPECTION DATE	REPORT NO.

ZYTHOR FUMIGANT Structure Occupant Fact Sheet / Fumigant Preparation Checklist

You have decided to have your property fumigated and your fumigator has chosen to use Zythor Fumigant. The information provided here is intended to provide you with some basic information about Zythor Fumigant and why and how it is used. Also, before a fumigation with Zythor can commence, there are certain steps that must be taken to prepare your property to protect certain of its contents. Some of these steps must involve action on your part. You will find here a full explanation of what you need to do to get ready. If you have any questions that are not answered here, please refer to other information you may have been given by your fumigator or call your fumigator. If you have specific questions about Zythor that your operator is unable to answer, visit our website at www.zythor.com or call us at 1-866-367-8467.

What is Zythor:

Zythor is the trade name for our brand of sulfuryl fluoride fumigant gas. The molecular formula is $S_0_2F_2$. Sulfuryl fluoride is an inorganic compound (does not contain carbon). It is a good choice as a fumigant because it has high penetrating power plus it does not adversely react with items normally found within structures. It is a non-staining, non-corrosive and non-flammable, and it does not deplete the ozone layer.

Why fumigate to control certain insects such as drywood termites and wood boring beetles"?

Unchecked, wood destroying insects can do considerable amounts of damage to structures that are built from or contain wood. Certain kinds of wood destroying insects inhabit wooded structures in such a way that fumigation is the only reliable way to totally control them and eliminate their presence.

What makes fumigation different from other insect control methods?

Fumigation is the only method of insect control that is able to kill a target insect regardless of its location within the structure. Unlike surface or localized injection treatments, sulfuryl fluoride fumigant gas penetrates to every possible point of the structure where a target insect may be located, no matter where within the structure it is located or what surface it may be behind. This means that wherever a target insect is located within the structure, it will be exposed to sulfuryl fluoride.

How are structures fumigated?

The objective of the fumigation process is to create a sealed space within which the target insects are located and to which the fumigant gas can be confined (fumigated space). The sealed fumigated space can be created in two ways. If the exterior surfaces of the structure to be fumigated are reasonably gas tight, openings in its exterior surfaces such as doors and windows may be sealed with plastic and tape. More often, the structure is covered with a gas tight tent. Warning signs are posted on the exterior of the structure to warn persons to keep away from the fumigations. Special locks are also placed on doors to prevent un-authorized entry during the fumigation. The confinement of the sulfuryl fluoride (and exposure of the target insects to it) within the fumigated space must be for a predetermined period of time and at a predetermined concentration of the gas within the air of the fumigated space. This period of time and level of air concentration of the gas are calculated by your fumigator using a specialized calculator. This calculator takes into account the type of insect being targeted, the temperature of the air within the fumigated space and the length of the fumigant exposure period. The fumigant exposure period can be as short as 2 hours and as long as 72 hours, however, a more typical length of exposure is 20 to 24 hours.

What happens after this fumigation is completed?

At the end of the fumigant exposure period, the fumigation seal is removed (tarpaulins and/or tape and plastic area removed) thereby allowing the gas to escape into the atmosphere. Aeration is normally aided by opening windows and the use of electric fans. Aeration must occur for a predetermined minimum amount of time regardless of the size or type of structure. The sulfuryl fluoride will dissipate rapidly from the open air spaces of the structure out into the atmosphere once the aeration process begins. However, it will dissipate at a lower rate than from dead air spaces such as voids behind the walls, areas below and behind cabinets and from within porous materials such as wood. Characteristics that make sulfuryl fluoride a good fumigant such as an ability to penetrate almost any porous substance, aid its rapid dissipation from a structure.

How do you make sure that the level of sulfuryl fluoride is in the air has failed to a safe level before the structure is cleared for re-occupancy?

At the completion of certain periods of time, during the aeration process the fumigator will use a specialized monitoring device to measure the amount, if any, of sulfuryl fluoride remaining in the air of the structure. If sulfuryl fluoride above a certain EPA mandated clearance level (1 ppm) is found to remain in the air of the structure, the aeration period will be extended until levels of sulfuryl fluoride are no longer above 1 ppm. This EPA mandated clearance level of 1 ppm of sulfuryl fluoride was determined based on studies of using laboratory animals that showed they suffered no adverse effects from one week of continuous exposure to 100 ppm of sulfuryl fluoride. Other studies have shown that in most structures, the level of sulfuryl fluoride remaining in the air of the structure 6 hours after the start of the aeration period is less than 1 ppm and that within 24 hours after the start of aeration period there are no detectable levels of sulfuryl fluoride remaining in the air of the structure.

Why do foods need to be protected against exposure to Zythor?

Before a food item can be exposed to sulfuryl fluoride (or any pesticide) it must be extensively tested to show that no harmful residues are left behind by the exposure. This testing has been done for sulfuryl fluoride for a few food items (mainly raw nut and grain products before there are processed for consumption) but not for many others. As a safety measure, no food items can be left exposed to Zythor.

Is it possible for me to be exposed to sulfuryl fluoride as a result of my property being fumigated?

It is highly unlikely that as a result of the fumigation of your property that you would ever be exposed to excessive concentrations of sulfuryl fluoride. Symptoms of overexposure to sulfuryl fluoride include nose and throat irritation, nausea, excess fluid in the lungs, sleepiness, pneumonia and convulsions. These symptoms would appear within 8 hours of such an exposure. In the unlikely event that you experience these symptoms after having re-occupied a fumigated structure, leave the structure immediately and call your fumigator and physician. Sulfuryl fluoride has not been shown to cause birth defects. Studies have also demonstrated that sulfuryl fluoride is not mutagenic or genotoxic.

What else should I know?

Sulfuryl fluoride is a colorless, odorless gas that gives no sensory warning of its presence such as taste or smell. For this reason, a small amount of a warning agent is placed within the structure prior to release of sulfuryl fluoride to serve as a deterrent to early or accidental re-entry during the fumigation period. This warning agent is called chloropicrin. Chloropicrin is used as the warning agent because exposure to chloropicrin can cause watering of the eyes and scratchiness of the throat at very low levels in the air. However, there is a chance that upon completion of the aeration process and your re-occupancy of the fumigated structure that minute amounts of chloropicrin may remain in the air of the structure. If you experience watery eyes or scratchy throat after re-occupancy, you should leave the structure and call your fumigator for further instructions.

INVOICE

ANTIQUÉ TERMITE, INC.

1913 Stone Avenue, San Jose, CA 95125
Ph: (408) 995-6300 (408) 995-0517 Fax

DATE	REPORT #	ESCROW #	PROPERTY LOCATION
08/10/2009	42098	99506411	2207 CHERYL WAY, SAN JOSE CA 95125

TO: CHICAGO TITLE
12156 SARATOGA-SUNNYVALE RD.
SARATOGA, CA 95070
ATTN: LORI YOUNG

Balance Due: \$0.00

READ AND APPROVED

BY _____

BY _____

DATE _____

RETAIN THIS COPY FOR YOUR RECORDS

DUE AND PAYABLE WITHIN 10 DAYS

1.5% per month charged on all past due accounts. This is an annual percentage rate of 18%
(Interest charged pursuant to the Robinson-Patman Act)

NOTICE: "Under the Mechanics'Lien law, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has the 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 own contractor in full, if the subcontractor, laborer, or supplier remains unpaid."

THANK YOU FOR YOUR BUSINESS

ANTIQUE TERMITE, INC.

1913 Stone Avenue, San Jose, CA 95125

Ph: (408) 995-6300 (408) 995-0517 Fax

WORK AUTHORIZATION CONTRACT

Address of Property: 2207 CHERYL WAY, SAN JOSE CA 95125

Inspection Date: 8/5/2009

Report #: 42098

Title Co. & Escrow #: Escrow # 99506411

SECTION 1
8A \$ 610.00
8B \$ 100.00
8C \$ 550.00
8D \$ 100.00
8F \$ 695.00

SECTION 2
8E OTHERS

FURTHER INSPECTION

We Authorized the Following
Section 1 Items to be Performed.

We Authorized the Following
Section 2 Items to be Performed.

We Authorized the Following
Items for Further Inspection.

Proposed Cost Section 1: _____

Proposed Cost Section 2: _____

Proposed Cost Fur.Insp.: _____

MOLD DISCLAIMER

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. 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.

TIME & MATERIAL

For items which are bid at time and material--cost is based on \$105.00 per man per hour + cost of materials + 10% unless otherwise stated in report.

I have read this work authorization contract and WDO inspection report it refers to.

SIGNED WORK AUTHORIZATION CONTRACT MUST BE RECEIVED BEFORE WORK WILL BE SCHEDULED.

I have read and understand the terms of this work authorization contract and hereby agree to all terms thereof.

APPROVED AND READ BY:

DATE

ACCEPTED FOR:

ANTIQUE TERMITE, INC.

DATE

WORK AUTHORIZATION CONTRACT

Address of Property: 2207 CHERYL WAY, SAN JOSE CA 95125

Inspection Date: 8/5/2009

Report #: 42098

Title Co. & Escrow #: ESCROW # 99506411

ANTIQUE TERMITE INC. AGREES:

- 1: To guarantee all repairs completed by this company for one year from date of notice of completion, except for plumbing, grouting, caulking, and re-setting of toilets, which will be guaranteed for (30) days. We assume no responsibility for work performed by others.
- 2: To be bound to perform this work for the price quoted in our cost breakdown for a period not to exceed (30) days.
- 3: To use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities or to any shrubs, plants or other life.

OWNER OR OWNER'S AGENT AGREES:

- 1: To pay for services rendered upon notice of completion of work.
Properties which are in escrow to be paid at close of escrow, not to exceed 60 days from date of notice of completion.
Properties not in escrow or those with no buyer for same, require 1/3 deposit prior to work and the balance will be due within 10 days of notice of completion.
- 2: To pay for service charges 1.5% per month or portion of any month beyond the (30) days after completion of work by our company.
- 3: Owner grants to Antique Termite, Inc. a security interest in the above described real property to secure payment of the sum for work and inspection fee completed.
- 4: In case of non payment by owner, reasonable attorney fees & any costs of collection to be paid by owner, whether suit filed or not.
- 5: **Credit card payments: We accept Visa & Mastercard. A 2% service charge will be added onto all credit card payments.**

BOTH PARTIES AGREE:

- 1: If additional damage is discovered by Antique Termite Inc. in the performance of the work, Antique Termite agrees to notify owner or agent of the amount of the damage and the amount of the additional work necessary to be performed at an additional cost as per supplemental report. Should local building department require additional work to be performed, additional work would be performed at owner's expense. Same would be outlined in a supplemental report.
- 2: The above additional work to be performed will not be done without written authorization from owner or owner's agent.

NOTICE TO PROPERTY OWNERS: (Under California Contractors License Law)

Provides under the Mechanic's Lien Law 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 the court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you paid your own contractor in full, if the subcontractor, laborer or supplier remains unpaid. To preserve their right to file a claim or lien against your property, certain claimants such as sub-contractors or material suppliers are required to provide you with a document entitled " Preliminary Notice". Its purpose is to notify you of persons who may have the right to file a lien against your property if they are not paid.

NOTICE OF COMPLETION: document is not to be used until all funds due to ANTIQUE TERMITE INC as outlined above are in escrow and supplied with full authorization for release by all concerned parties. If there is not the total amount and /or there is not authorization for full release by both parties, completion/certification is to be returned to ANTIQUE TERMITE immediately. To use this completion/certification if the above stipulations are not met is to assume direct legal responsibility for the entire amount due to Antique Termite Inc.

CHEMICAL SENSITIVITY OR ALLERGIES: (Note to occupant) Does any person to your knowledge living or working at this address have any chemical sensitivities or allergies that Antique Termite should be aware of prior to work? If yes, they should contact their physician concerning occupancy during and after any chemical treatment, if specified herein, prior to signing below.