

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. 2828	Street JOSEPH AVENUE	City SAN JOSE	Zip 95124	Date of Inspection 09/28/16	Page 1 of 8
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Giant Jim Inspection Services
PO Box 1346
Manteca, CA 95336
Phone: (800) 231-8517 Fax: (800) 836-0350
giantjims@gjis.comcastbiz.net
Registration # PR2242



Report # 424021 T

Ordered by: ARA NEWMARK SCOTT KILPATRICK 431 FLORENCE ST PALO ALTO, CA 94301	Property Owner and/or Party of Interest: NOT DISCLOSED	Report sent to:
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COMPLETE REPORT LIMITED REPORT SUPPLEMENTAL REPORT REINSPECTION REPORT

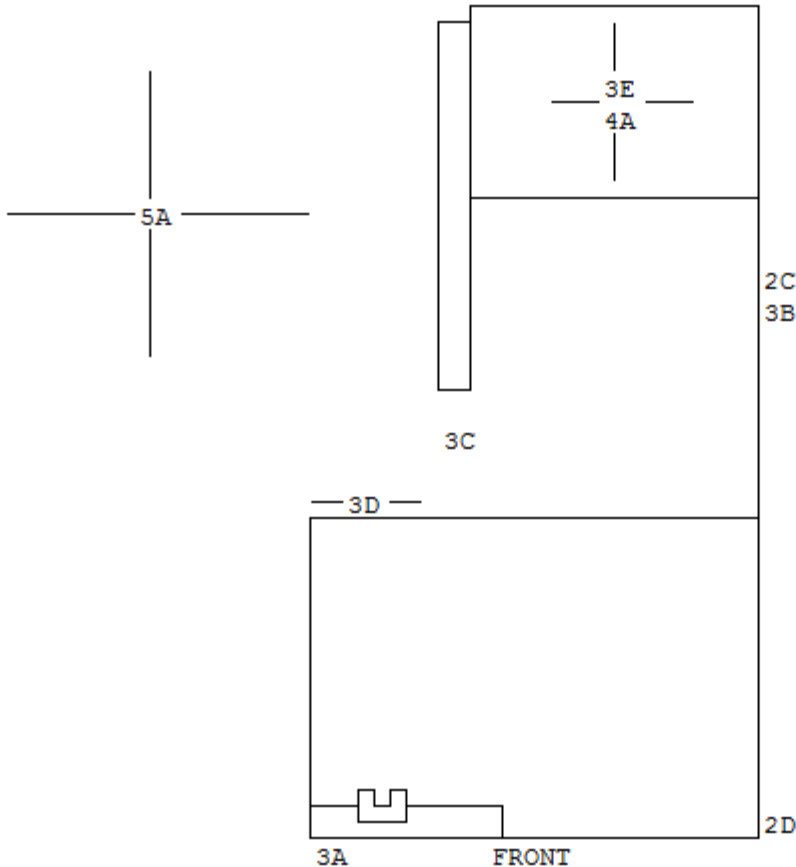
General Description: Two story four-plex.	Inspection Tag Posted: Subarea.
	Other Tags Posted: None found.

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 Drywood Termites Fungus / Dryrot Other Findings Further Inspection
 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

DIAGRAM NOT TO SCALE, LOCATIONS ARE ONLY APPROXIMATE



Inspected by: ROY DESOUSA State License No. FR 36684 Signature *Roy Desousa*

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, (800) 737-8188 or www.pestboard.ca.gov. 43M-41 (REV. 10/01)

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AREAS NOT INSPECTED, PLEASE READ

This is a report of an inspection for wood destroying pests and organisms 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 areas immediately under furnishings, appliances, floor coverings or carpets. We did not inspect inside finished walls or ceilings, or behind installed finished cabinetwork. Inspection of these areas is not practical. We did not inspect the roof covering for leakage. Our inspection does not include inspection of the electrical, plumbing, heating or mechanical systems of 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 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.

AREAS NOT INSPECTED, PLEASE READ

IT IS COMMON FOR THERE TO BE HIDDEN DAMAGE TO THE INTERIORS OF WALLS, FLOORING AND OTHER AREAS THAT ARE NOT READILY ACCESSIBLE FOR INSPECTION. THIS COMPANY WILL NOT BE HELD RESPONSIBLE FOR ANY HIDDEN DAMAGE.

The attic was inspected from the access cover only.

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.)

The above property was FURNISHED and OCCUPIED at the time of our inspection.

The enclosed areas inside any decks, stairs and/or patios were not inspected.

We did not inspect upstairs plumbing over finished ceilings.

The SECOND STORY EAVES were not physically inspected due to their height from the ground. We were only able to visually inspect the SECOND STORY eave areas from the ground level.

Our inspection in the GARAGE was limited due to stored personal property in these areas.

PORTIONS of the INTERIOR of the GARAGE are FINISHED and our inspection, as permitted, indicated no visible evidence of infestation, infection or conducive conditions.

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Upon inspection of the KITCHEN we DID NOT INSPECT underneath the refrigerator, dishwasher or any other appliances. If upon removal of any of the appliances damage is found, this company will not be responsible as the area directly underneath the appliances are considered inaccessible for inspection. If desired, this company will return to issue a supplemental report for additional charges.

This structure has stucco siding exterior. FOR INFORMATION ONLY.

STRUCTURAL PEST CONTROL BOARD 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. GIANT JIM PEST CONTROL DOES NOT TAKE ANY RESPONSIBILITY FOR MOLD ISSUES. INTERESTED PARTIES DESIRING MORE INFORMATION SHOULD CONTACT A COMPANY THAT PERFORMS MOLD INSPECTION.

"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 a right to seek a second opinion from another company."

"NOTICE: The charge for service that 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.

This company is neither licensed nor qualified to give roof inspections. If any information regarding this roof is desired a person in this line of work should be contacted.

PRICES QUOTED WITH THIS REPORT REFLECT GIANT JIM PEST CONTROL COMPLETING ALL ITEMS LISTED. IF ONLY SELECTED ITEMS ARE COMPLETED BY GIANT JIM PEST CONTROL, THE PRICES MAY VARY.

The findings on this report, as listed below, are also noted on the diagram as numbers and letters, i.e. 1A, 1B, 3A, etc. Locations of these items are only approximate as it is impossible to be exact. We recommend that interested party(ies) closely exam the body of this report for detailed information regarding each item. We list locations on diagrams for approximate information regarding our findings and recommendations.

WE GUARANTEE CHEMICAL TREATMENTS DONE BY THIS COMPANY FOR ONE (1) YEAR FROM THE DATE OF COMPLETION. WE GUARANTEE FUMIGATIONS DONE BY THIS COMPANY FOR FIVE (5) YEARS FROM THE DATED OF COMPLETION. WE GUARANTEE WATER DAMAGE REPAIRS FOR THIRTY (30) DAYS FROM THE DATE OF COMPLETION. 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

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EVIDENT AT THE TIME OF OUR INSPECTION.

We guarantee the work completed by this company for a period of ONE YEAR from the date of completion (unless otherwise stated in the body of this report), with the exception of plumbing, grouting, caulking, resetting of commodes, resetting of enclosures, or floor coverings, which are guaranteed for 30 days, as these are owner maintenance areas.

It should be noted that while care and caution will be exercised by repair crews, no responsibility is taken for possible damage to roof, shrubbery and/or plants around the building.

We RECOMMEND ALL ITEMS in our report BE COMPLETED. We assume no responsibility for infestations, infections or damage resulting from items not completed by this company.

Should the further inspection items noted in this report not be performed, Giant Jim's will assume no liability for any infestations or infection that may be concealed in these areas.

Giant Jim's does no texturing, painting, or wallpapering. However, we will cover exterior woodwork with one (1) coat of white primer.

If a complete certification is desired from this company, all Section I items would have to be completed.

It should be noted that this company does not do inspections on foundations as it is beyond the scope of our license. If a wood destroying pest or organism has caused damage directly resulting from the condition at the foundation, then our report will indicate this condition. It is recommended that for further information regarding the foundation, interested parties should contact an appropriate tradesperson.

If damage is found to extend into any inaccessible areas, a supplemental report will be issued listing additional findings, recommendations, and bids.

Giant Jim's assumes no liability for, nor do we guarantee, work done by others. All guarantees, warranties, and permits should be obtained from the parties performing the repairs.

If others do any of the wood repairs outlined in this report, this company must perform an open inspection if the appropriate certification is desired.

If a building permit is required by law, this company will obtain permits. The price for these permits is not included with our bid. Should the local building department require additional changes or repairs not outlined in this report, additional funds may be required. If a building permit is obtained, it will be the homeowner's responsibility to schedule the Final Inspection with the local building department.

A MINIMUM CHARGE OF \$310.00 WILL BE CHARGED FOR A REINSPECTION, DUE AT THE TIME OF THE REINSPECTION, WHEN WORK IS DONE BY OTHERS. THIS COMPANY WILL REINSPECT 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 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. THIS COMPANY CANNOT REINSPECT AND/OR CERTIFY CHEMICAL APPLICATIONS PERFORMED BY OTHERS.

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IF, DURING THE PERFORMANCE OF ANY REPAIRS, OR REINSPECTIONS, BY THIS COMPANY, ANY INFESTATIONS OR INFECTIONS ARE REVEALED THAT WERE NOT EVIDENT AT THE TIME OF OUR ORIGINAL INSPECTION, WE WOULD ISSUE A SUPPLEMENTAL REPORT WITH FINDINGS, RECOMMENDATIONS AND ADDITIONAL COST FOR CORRECTIONS.

Parties of interest to this property should be aware of Business and Professions code #7028, #7044 and #7048 which states that it is illegal for an unlicensed person(s) to perform work on a property being sold. A person or persons performing work should be prepared to provide License #, Insurance coverage and Guarantees to other parties of interest.

A separated report has been requested that is defined as SECTION I/SECTION II conditions evident on the date of inspection. SECTION I contains items where there is evidence of active infestation, infection or conditions that have resulted in or from infestation or infection. SECTION II items are conditions deemed likely to lead to infestation or infection but where no visible evidence of such was found. FURTHER INSPECTION items are defined as recommendations to inspect area(s) which during the original inspection did not allow the inspector access to complete his inspection and cannot be defined as Section I or Section II.

Section I items are: 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 3F, 3G.

Section II items are: 4A.

Further Inspection items are: 5A, 5B, 5C.

SECTION I:

(2) DRYWOOD TERMITES

2A. FINDING: Evidence of drywood termites noted as 2A on the diagram. Location: Laundry room, utility boxes and exterior.

SECONDARY

RECOMMENDATION: It is NOT FEASIBLE to FUMIGATE this property, as it is a MULTI-UNIT COMPLEX. Therefore, we are submitting the following below standard measure. LOCALLY TREAT for drywood termites with a registered termiticide. Remove and/or mask all accessible pellets. 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: One year guarantee on areas treated only.

2B. FINDING: Drywood termite damage to the utility boxes.

RECOMMENDATION: Remove the damage and replace or structurally reinforce. If possible we will chisel or cut out the damaged area and fill with either plastic or wood filler.

2C. FINDING: Drywood termite damage to the laundry room door jambs, noted as 2C on the diagram.

RECOMMENDATION: Remove the damage and replace or structurally reinforce. If possible we will chisel or cut out the damaged area and fill with either plastic or wood filler.

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2D. FINDING: Drywood termite damage to the eaves at unit 1, noted as 2D on the diagram.
RECOMMENDATION: Remove the damage and replace or structurally reinforce. If possible we will chisel or cut out the damaged area and fill with either plastic or wood filler.

2E. FINDING: Drywood termite damage to the second story rafter tails at unit 4.
RECOMMENDATION: Remove the damage and replace or structurally reinforce. If possible we will chisel or cut out the damaged area and fill with either plastic or wood filler.

(3) FUNGUS/DRYROT

3A. FINDING: FUNGUS DAMAGE, noted as 3A on the diagram, was found to the rafter tails.
RECOMMENDATION: REMOVE and REPLACE the damaged wood members. If possible we will chisel or cut out the damaged area and fill with either a plastic or wood filler. We will then sand and primer paint.
NOTE: We will repair roof in the area we work on only. To insure roof for water tightness a roofing contractor or roof inspector would have to give roof certifications. This company does not certify roofs.

3B. FINDING: The laundry room DOOR has been damaged by FUNGUS.
RECOMMENDATION: Supply and INSTALL A NEW DOOR. We intend to reuse the existing hardware.

3C. FINDING: The LARGE GARAGE ENTRY DOOR has been damaged by FUNGUS.
RECOMMENDATION: THE OWNER should have a company that installs garage doors supply and install a new garage door.

3D. FINDING: FUNGUS DAMAGE, noted as 3D on the diagram, was found to the eave boards.
RECOMMENDATION: REMOVE and REPLACE the damaged wood members. If possible, we will chisel or cut out the damaged area and fill with either a plastic or wood filler. We will then sand and primer paint.
NOTE: We will repair roof in the area we work on only. To insure roof for water tightness a roofing contractor or roof inspector would have to give roof certifications. This company does not certify roofs.

3E. FINDING: There is a moderate amount of cellulose debris in earth contact in the substructure area of unit 2 which is fungus infected.
RECOMMENDATION: Remove cellulose debris of a size that can be raked from the substructure area.

3F. FINDING: WATER has penetrated through the tile COUNTER TOP in the kitchen of unit 3, with fungus damage present.
RECOMMENDATION: REMOVE the existing COUNTER top, remove and replace fungus damaged wood members, chemically treat surface fungus conditions with a registered fungicide, and install a new counter top of granite. We intend to reuse the existing sink, reusing the existing hardware. We would

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NOTE: supply a bid to replace the sink upon request.
When the sink is reinstalled, and if the SUPPLY LINES and/or angle stops leak, the owner has the option of replacing the lines and/or angle stops, or having our company replace them for \$35.00 each item. If the plumbing beyond this area leaks and we cannot stop the leak, the owner will need to contact a licensed plumber to repair the leaks.

3G. FINDING: Sheetrock in the hall bathroom shower of unit 3 is damaged.
RECOMMENDATION: Remove or cut out the damaged area and replace with new rock, tape and mud.

SECTION II: **(4) OTHER FINDINGS**

4A. FINDING: At the time of this inspection the substructure soil was dry. The condition of the soil could change due to season. The condition of the substructure could change due to the soil condition. If there are no recommendations in this report regarding infestation or infection in the substructure area, then at the time of this inspection there were not any infestations or infections.
RECOMMENDATION: Periodic inspection.

FURTHER INSPECTION: **(5) FURTHER INSPECTION**

5A. FINDING: Exterior stucco is even with, or extends below, the exterior grade. This condition could conceal and contribute to termite infestation and/or fungus infection. No evidence of infestation or infection was found at this time.
RECOMMENDATION: Further inspection. If requested, after concealed areas have been exposed BY the OWNER, we will return to inspect these areas.

5B. FINDING: The subarea at unit 1 is inaccessible due to ABSENCE OF a CRAWL HOLE, or other means of access.
RECOMMENDATION: Further inspection. Cut an access opening to make the subarea accessible. This company will then return to inspect this area and will issue a supplemental report with our findings, recommendations and charges for any necessary repairs.

5C. FINDING: It is possible in multi-story buildings that showers and tubs could be leaking, but not evident at the time of inspection. It is impossible to determine conditions without opening ceilings below these areas.
RECOMMENDATION: Further inspection.

GIANT JIM PEST CONTROL 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

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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 (800) 876-4766 and GIANT JIM PEST CONTROL immediately.

For further information, contact any of the following:

Giant Jim Pest Control - (800) 231-8517

For Health Questions -- the County Health Department: Santa Clara County (408) 918-3400.

For Application information - the County Agricultural Commissioner: Santa Clara County (408) 918-4600.

For Regulatory Information - the Structural Pest Control Board: (800) 737-8188, 2005 Evergreen Street, Suite 1500, Sacramento, CA 95815-3831.

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

Drywood Termites (Local Treatment) -

- I MAXXPRO WSP; Imidacloprid.
- PREMISE 75 WP; Imidacloprid.
- PREMISE FOAM; Imidacloprid.
- TERMIDOR SC; Fipronil
- TIM-BOR; Disodium Octoborate Tetrahydrate.

Fungus and/or Dryrot -

- TIM-BOR; Disodium Octoborate Tetrahydrate.

WORK AUTHORIZATION CONTRACT

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ITEMIZED COST BREAKDOWN (Refer to items on the report)

	<u>Primary Work Bid</u>	<u>Secondary Work Bid</u>
SECTION 1:	2A: \$3000.00, 2B: \$450.00, 2C: \$350.00, 2D: \$550.00, 2E: \$775.00, 3A: \$500.00, 3B: \$450.00, 3C: Other Trade, 3D: \$900.00, 3E: \$450.00, 3F: \$1325.00, 3G: \$550.00 *** TOTAL: \$9300.00	NONE
SECTION 2:	4A: Periodic Inspection *** TOTAL: \$0.00	NONE
FURTHER INSPECTION:	5A: Further Inspection, 5B: Further Inspection, 5C: Further Inspection *** TOTAL: \$0.00	NONE

PERMIT: \$ Will Bid

THIS IS A BINDING CONTRACT. Items on the report may contain provisions for additional costs over and above the original estimate. Please read the report carefully and completely.

Our minimum charge for repair/treatment work is \$350.00.

Our time fee is \$75.00 per man-hour, portal to portal.

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. Any questions concerning health issues or any special precautions to be taken prior to or during

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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.

6. **TERMS OF PAYMENT.** We agree to pay the sum of _____ upon issuance of Notice of Work Completed. We understand that payment in full is due on the date work is completed. Accounts are past due thirty days after date of completion, and finance charges will be added at the full legal rate unless arrangements have been made prior to commencement of work.

7. We instruct _____, holder of escrow number _____ to pay the sum of _____ upon close of escrow.

Close of escrow date: _____ Escrow officer _____ Phone # _____. 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, and upon notification late fees may apply if payment is not made in a timely manner.

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

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

Email address: _____

SIGNED _____ DATE _____

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.

NON-ESCROW PAYMENT INFORMATION:

Bill to: _____ Billing Address: _____

Billing Phone Number: _____ Email Address: _____