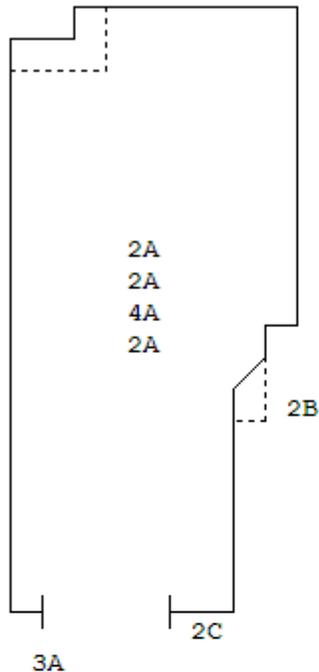


WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. 11365	Street	City	Zip	Date of Inspection 08/27/09	Page 1 of 8
 Xtermite, Inc. 6328 Riverdale St., Suite A San Diego, CA 92120 Phone: 877-300-6483 Fax: 619-542-8584 www.xtermite.com Registration # PR3336				 Report # 6193153977	
Ordered by: MAURICE RIZZUTO		Property Owner and/or Party of Interest:		Report sent to: MAURICE RIZZUTO	
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 Single Family Residence, Furnished and Occupied, with an attached garage. Stucco, Tile Roof.				Inspection Tag Posted: Attic	
				Other Tags Posted: None Noted	
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 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					

THIS DIAGRAM IS NOT TO SCALE



Inspected by: John S. Murray State License No. FR 34502 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, (800) 737-8188 or www.pestboard.ca.gov. 43M-41 (REV. 10/01)

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. 11365	Street	City	Zip	Date of Inspection 08/27/09	Report # 6193153977	Page 2 of 8
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NOTICE: THIS IS A "WOOD DESTROYING PESTS AND ORGANISMS REPORT" REQUIRED BY MOST MORTGAGE LENDERS FOR ESCROW. THIS IS NOT A "PEST CONTROL REPORT" OR "HOME INSPECTION REPORT", AS SUCH, THIS REPORT AND ACCOMPANYING REPORT DO NOT ADDRESS NON-WOOD DESTROYING PESTS SUCH AS RATS, MICE, ANTS, COCKROACHES, ETC. OR ANY DEFECTS OR OTHER EXISTING CONDITIONS PRESENT AT THE TIME OF INSPECTION(S) NOT RELATED TO WOOD DESTROYING PESTS AND ORGANISMS.

A VISUAL INSPECTION WAS PERFORMED AND THE INSPECTOR DID NOT PROBE INTO FINISHED WINDOW OR DOOR FRAMES, TRIM BOARDS, ETC., UNLESS THERE WAS VISIBLE EVIDENCE OF INFESTATION AND/OR INFECTION.

DETACHED STRUCTURE(S) OR ADDITION(S) TO THE REAL PROPERTY NOT INDICATED ON THIS DIAGRAM WERE NOT INSPECTED AND ARE EXCLUDED FROM THIS INSPECTION AND REPORT.

IMPORTANT - PLEASE READ CAREFULLY!

UNDER NO CIRCUMSTANCE SHOULD THIS WOOD DESTROYING PEST AND ORGANISMS INSPECTION REPORT BE CONSTRUED AS A GUARANTEE AND/OR WARRANTY OF THE STRUCTURE(S). INSPECTION REPORTS ARE INTENDED TO DISCLOSE INFESTATIONS, INFECTIONS AND/OR CONDUCTIVE CONDITIONS WHICH ARE NOTED ON THE DATE OF THE INSPECTION IN THE VISIBLE AND ACCESSIBLE AREAS ONLY, AS REQUIRED BY THE STRUCTURAL PEST CONTROL ACT. ANY INFESTATION, INFECTIONS AND/OR CONDUCTIVE CONDITION WHICH ARE FOUND AFTER THE DATE OF INSPECTION BY ANY OTHER PERSON(S) WILL REQUIRE AN ADDITIONAL INSPECTION REPORT WITH FINDINGS, RECOMMENDATIONS, AND ESTIMATE, EXCEPTION: INFESTATION(S) INCLUDED IN THE STRUCTURAL TERMITE SERVICE WARRANTY STATED ON THE STANDARD NOTICE OF WORK COMPLETED AND NOT COMPLETED.

A. Certain areas are recognized by the industry as inaccessible and/or for other reasons not inspected. These include but are not limited to: inaccessible and/or insulated attics or portions thereof, attics with less than 18" clear crawl space, the interior of hollow walls; spaces between a floor or porch deck and ceiling below; area where there is no access without defacing or tearing out lumber, masonry or finished work; areas behind stoves, refrigerators or beneath floor coverings, furnishings; areas where encumbrances and storage, conditions or locks make inspection impractical, portions of the subarea concealed or made inaccessible by ducting or insulation, area beneath wood floors over concrete, and areas concealed by heavy vegetation. Areas or timbers around eaves that would require the use of a ladder, we make visual examinations from the ground level only. We assume no responsibility for work done by anyone else, or for infestation, infection, adverse conditions or damage undetected due to inaccessibility, fresh paint and/or non-disclosure by owner, agent, or tenant.

B. Slab floor construction has become more prevalent in recent years. Floor covering may conceal cracks in the slab that will allow infestation to enter. Infestations in the walls may be concealed by plaster so that a diligent inspection may not disclose the true condition. These areas are not practical to inspect because of health hazards, damage to the structure; or inconvenience. They were not inspected unless described in this report. We recommend further inspection if there is any question about the above noted areas. Ref: Structural Pest Control Act, Article 6, Section 8516(b), paragraph 1990(i). Amended effective March 1, 1974. Inspection is limited to disclosure of wood destroying pests or organisms as set forth in the Structural Pest Control Act, Article 6, Section 8516(b), Paragraph 1990-1991.

C. This company will reinspect repairs done by others within four (4) 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 re-inspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress will be necessary. Any quarantees must be received from parties performing repairs. NOTE: Authority cited: Section 8525 Business and Professions Code, Reference: Section 8516, Business and Professions Code.

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. 11365	Street	City	Zip	Date of Inspection 08/27/09	Report # 6193153977	Page 3 of 8
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D. This company is not responsible for work completed by others, recommended or not, including by Owner. Contractor bills should be submitted to Escrow as certification of work completed by others.

E. This report includes findings related to the presence/non-presence of wood destroying organisms and/or visible signs of leaks in the accessible portions of the roof. The inspector did not go onto the roof surface due to possible physical damage to the roof, or personal injury. No opinion is rendered nor guarantee implied concerning the water-tight integrity of the roof or the condition of the roof and roofing materials. If interested parties desire further information on the condition of the roof, we recommend that they engage the services of a licensed roofing contractor.

F. Second story stall showers are inspected but not water tested unless there is evidence of leaks in ceiling below. Ref: Structural Pest Control Rules and Regulations, Sec. 1991(12). Sunken or below grade showers or tubs are not water tested due to their construction.

G. During the course of/ or after opening walls or any previously concealed areas, should any further damage or infestation be found, a supplementary report will be issued. Any work completed in these areas will be at the Owner's direction and additional expense, except for infestation included in structural termite service warranty (refers to Standard Notice of Work Completed and Not Completed for warranty information).

H. During the process of treatment or replacement it may be necessary to drill holes through concrete slabs, ceramic tiles or other floor coverings (tile, wood, vinyl, etc.); these holes will then be sealed with concrete. We will exercise due care but assume no responsibility for cracks, chipping or other damage to floor coverings. We do not re-lay carpeting. **IMPORTANT NOTE: ALTHOUGH, WE WILL BE USING A GROUND FAULT INTERRUPTER STOP BOX WITH POWER DRILL, WE CANNOT GUARANTEE A PLUMBING OR ELECTRICAL LINE WILL NOT BE HIT OR BROKEN. IF SUCH AN INCIDENT OCCURS, THERE WILL BE AN ADDITIONAL COST TO CORRECT THE PROBLEM (i.e.; PLUMBING LEAK, ELECTRICAL REPAIRS, ETC.). IF YOU HAVE ANY PLANS OR KNOWLEDGE OF LOCATION OF PIPES, UNDER GROUND ELECTRIC LINES, ETC. PLEASE INFORM US BEFORE DRILLING COMMENCES.**

I. Xtermite, Inc. assumes no responsibility for damage to any Plumbing, Gas, or Electrical Lines, etc., in the process of pressure treatment of concrete slabs and/or replacement of concrete or structural timbers.

J. Your termite report and clearance will cover infestation outlined in this report. The Control Service Policy is optional and will be extended to the owner after the original guarantee term expires. The original guarantee becomes effective on the day initial treatment has been performed.

K. If you should have any questions regarding this report, please call our office any weekday between 8:00 a.m. and 5:00 p.m.

L. Signatory agrees to pay attorney's fees if suit is required by this COMPANY to enforce any terms of this contract, together with the costs of such action, whether or not suit proceeds to judgment.

M. The total amount of this contract is due and payable on the day the original treatment/repair work is performed, unless specified otherwise in writing by a representative of this Company. A finance charge computed at a Monthly rate of 1.5% of the unpaid balance (annual percentage rate of 18%) will be added to all accounts past due.

N. If this report is used for escrow purposes then it is agreed that this inspection report and Certification (Standard Notice of Work Completed and Not Completed), if any, is part of the ESCROW TRANSACTION. However, if you received written or verbal instructions from any interested parties involved in this escrow (agents, principals, etc.) to not pay our invoice at close of escrow, you are hereby instructed by this Company to not use any of this Companies documents to satisfy any conditions or

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. 11365	Street	City	Zip	Date of Inspection 08/27/09	Report # 6193153977	Page 4 of 8
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terms of your escrow for purposes of closing the escrow. Further, you are instructed to return all of our documents and the most current mailing address you have on file for the property owner.

O. Owner/Agent acknowledges and agrees that inspection of the premises will not include any type of inspection for the presence or non-presence of asbestos and that this report will not include any findings or opinions regarding the presence or non-presence of asbestos in, upon or about the premises, we recommend that you contact a contractor specifically licensed to engage in asbestos related work.

P. "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 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 (1-800-876-4766) AND YOUR PEST CONTROL COMPANY IMMEDIATELY. (THIS STATEMENT SHALL BE MODIFIED TO INCLUDE ANY OTHER SYMPTOMS OF OVER EXPOSURE WHICH ARE NOT TYPICAL OF INFLUENZA)." FOR FURTHER INFORMATION, CONTACT ANY OF THE FOLLOWING: XTERMITE, INC. 1-877-300-6483, FOR HEALTH QUESTIONS - THE COUNTY HEALTH DEPARTMENT (SAN DIEGO: 619-515-6770, ORANGE: 714-834-4722, LOS ANGELES: 213-747-6371, RIVERSIDE: 909-358-5316, SAN BERNADINO: 909-387-9146), FOR APPLICATION INFORMATION - AGRICULTURAL COMMISSIONER (SAN DIEGO: 858-694-2739, ORANGE: 714-680-7803, LOS ANGELES: 626-575-5466, RIVERSIDE: 909-955-3030, SAN BERNADINO: 909-387-2105), POISON CONTROL CENTER AT 1-800-876-4766 AND FOR REGULATORY INFORMATION - THE STRUCTURAL PEST CONTROL BOARD, 1418 HOWE AVENUE, SUITE 18, SACRAMENTO, CA 95825-3204, 916-561-8704.

Q. IF YOU CHOOSE TO CONTRACT DIRECTLY WITH ANOTHER REGISTERED COMPANY, XTERMITE, INC. WILL NOT IN ANY WAY BE RESPONSIBLE FOR ANY ACT OR OMISSION IN THE PERFORMANCE OF WORK THAT YOU DIRECTLY CONTRACT WITH ANOTHER TO PERFORM.

R. REF: STRUCTURAL PEST CONTROL ACT, SEC. 1991(a)(8)(c). Requires that this specific statement be made on each inspection report when any recommendation for local treatment is made: "Local treatment is not intended to be an entire structure treatment method. If infestations of wood-destroying pests extend beyond the area(s) of local treatment, they may not be exterminated."

S. OWNER/AGENT/TENANT ACKNOWLEDGES AND AGREES THAT INSPECTION OF THE PREMISES WILL NOT INCLUDE ANY TYPE OF INSPECTION FOR THE PRESENCE OR NON PRESENCE OF TOXIC MOLDS AND THAT THIS REPORT WILL NOT INCLUDE ANY FINDINGS OR OPINIONS REGARDING THE PRESENCE OR NON-PRESENCE OF TOXIC MOLDS AIRBORN OR STATIONARY IN, UPON, OR ABOUT THE PREMISES. WE RECOMMEND THAT YOU CONTACT A CONTRACTOR SPECIFICALLY LICENSED TO ENGAGE IN TOXIC MOLDS RELATED WORK. FURTHERMORE, SHOULD OUR INSPECTION OF THE PREMISES CAUSE A RELEASE OF TOXIC MOLDS, OWNER/AGENT/TENANT SHALL BE SOLELY RESPONSIBLE FOR THE CLEAN UP REMOVAL AND DISPOSAL OF THE TOXIC MOLDS AND THE COST THEREOF. OWNER/AGENT/TENANT HEREBY AGREES TO WAIVE ANY AND ALL CLAIMS AGAINST THIS COMPANY WHICH ARE IN ANY WAY RELATED TO THE PRESENCE OF TOXIC MOLDS ON THE PREMISES AND FURTHER AGREES TO INDEMNIFY AND HOLD THIS COMPANY HARMLESS FROM ANY AND ALL CLAIMS OF ANY NATURE ASSERTED BY ANY THIRD PARTY, INCLUDING THIS COMPANY'S EMPLOYEES, WHICH IS

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. 11365	Street	City	Zip	Date of Inspection 08/27/09	Report # 6193153977	Page 5 of 8
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IN ANY WAY RELATED TO THE PRESENCE OF TOXIC MOLDS ON THE PREMISES.

THERE MAY BE HEALTH RELATED ISSUES ASSOCIATED WITH THE FINDINGS REFLECTED IN THIS REPORT. WE ARE NOT QUALIFIED TO AND DO NOT RENDER AN OPINION CONCERNING ANY SUCH HEALTH ISSUES. THE INSPECTION REFLECTED BY THIS REPORT WAS LIMITED TO THE VISIBLE AND ACCESSIBLE AREAS ONLY. QUESTIONS CONCERNING HEALTH RELATED ISSUES, WHICH MAY BE ASSOCIATED WITH THE FINDINGS OR RECOMMENDATIONS REFLECTED IN THIS REPORT, THE PRESENCE OF MOLD/ASBESTOS/LEAD/ETC., THE RELEASE OF MOLD SPORES/ASBESTOS/LEAD/ETC. OR CONCERNING INDOOR AIR QUALITY SHOULD BE DIRECTED TO A CERTIFIED INDUSTRIAL HYGIENIST OR SPECIALIST IN MOLD/ASBESTOS/LEAD ABATEMENT.

REFER TO THE LAST PAGE OF THIS STANDARD INSPECTION REPORT FOR THE XTERMITE SERVICE WARRANTY AND THE OPTIONAL SERVICE WARRANTY TERMS. IF THIS REPORT IS GENERATED FOR THE PURPOSE OF SUPPLEMENTAL AND/OR LIMITED INSPECTION REPORTING, ALSO REFER TO THE LAST PAGE FOR ANY SPECIAL NOTES AND/OR TERMS.

THE XTERMITE, INC. SERVICE WARRANTY INCLUDES THE SPECIFIC TYPE OF TERMITE INFESTATION(S) SPECIFIED IN THIS REPORT ONLY. ON FURTHER INSPECTION OF INACCESSIBLE AREA(S) WITH THE USE OF A FIBER-OPTIC BORASCOPE, INFESTATION(S) IDENTIFIED SHALL BE TREATED UNDER THE ORIGINAL SERVICE WARRANTY AND/OR BID, IF INFESTATION(S) ARE OF THOSE SPECIFIED AS BEING UNDER WARRANTY AND SERVICE.

XTERMITE, INC. IS NOT RESPONSIBLE OR LIABLE FOR EXISTING CONDITIONS IN ACCESSIBLE OR INACCESSIBLE AREAS INCLUDING (BUT NOT LIMITED TO) MOISTURE CONDITIONS, DRYROT, FUNGUS/FUNGI/MOLD, WOOD DAMAGED BY TERMITE INFESTATIONS, ANY LEAKAGE, SUCH AS (BUT NOT LIMITED TO) PLUMBING, APPLIANCES, WALLS, DOORS, WINDOWS, AREAS UNDER CARPETING, APPLIANCES, FURNITURE OR CABINETS.

AT THE TIME OF THE INITIAL INSPECTION 2ND STORY EAVES ARE VISUALLY INSPECTED FROM GROUND LEVEL ONLY, DUE TO HEIGHT RESTRICTIONS RESULTING IN POSSIBLE INJURY (CAL-OSHA), AS SUCH, 2ND STORY EAVES ARE INACCESSIBLE TO PROBING. THIS INSPECTION/REPORT AND ACCOMPANYING FINDINGS AND RECOMMENDATIONS DO NOT ADDRESS ANY HIDDEN DAMAGE (IF ANY) THAT MAY BE FOUND AT A LATER DATE UPON SCRAPPING/CHIPPING BY OWNER/OCCUPANT/OWNER'S CONTRACTOR'S.

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 RECOMMENDATIONS TO CORRECT THESE FINDINGS MAY VARY FROM COMPANY TO COMPANY. YOU HAVE A RIGHT TO SEEK A SECOND OPINION FROM ANOTHER COMPANY."

WITH THE ADVENT OF NEW PEST CONTROL TECHNOLOGIES, PRODUCTS, AND SERVICES, CALIFORNIA CONSUMERS ARE OFFERED MANY CHOICES AFTER CONSIDERING STRAIGHT FORWARD AND ACCURATE INFORMATION THAT COMPANIES CAN PROVIDE. FEDERAL INSECTICIDE FUNGICIDE AND RODENTICIDE ACT (FIFRA) STATES: NO PEST CONTROL SERVICES SHALL BE ADVERTISED AS SAFE OR SAFER WHEN A PESTICIDE (REGISTERED OR UNREGISTERED BY THE EPA) WILL BE USED. ALTHOUGH A PESTICIDE MAY BE LESS TOXIC THAN OTHER PESTICIDES, ITS DESIGNED FUNCTION IS TO KILL; THEREFORE, IT MAY POSE A RISK, HOWEVER MINIMAL, TO SOMEONE EXPOSED TO IT.

IMPORTANT: XTERMITE IS A STRUCTURAL INTEGRATED PEST MANAGEMENT COMPANY (S-IPM). OUR COMPANY SPECIALIZES IN PERFORMING LOCALIZED TREATMENTS FOR DRYWOOD AND SUBTERRANEAN TERMITES,

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. 11365	Street	City	Zip	Date of Inspection 08/27/09	Report # 6193153977	Page 6 of 8
-----------------------	--------	------	-----	--------------------------------	------------------------	----------------

USING REDUCED RISK AND LEAST TOXIC TREATMENT METHODS ONLY. XTERMITE DOES NOT PERFORM TENT-FUMIGATION (LETHAL GAS FUMIGATION) SERVICES, NOR DO WE SUB-CONTRACT THESE SERVICES. THE SERVICE WARRANTY ON THIS STRUCTURE DOES NOT INCLUDE TENT-FUMIGATION UNDER ANY CIRCUMSTANCES.

NOTICE: STALL SHOWER MAY NOT HAVE BEEN WATER TESTED AT THE TIME OF INSPECTION, DUE TO EITHER NO STALL SHOWER ON THIS PROPERTY, OR IT WAS OVER TUB. REFER TO PAGE 2, ITEM F, ON THIS INSPECTION REPORT FOR STALL SHOWER INFORMATION.

NOTICE: 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 CANNOT ASSUME RESPONSIBILITY FOR SLAB CONSTRUCTION CONDITIONS SUCH AS, BUT NOT LIMITED TO: UNDER GROUND PLUMBING, ELECTRICAL LINES, HEATING DUCTS OR CRACKS IN SLAB. IF FLOOR IS PRESENTLY CARPETED, AND CARPET IS TO BE PULLED UP FOR INSPECTION AND/OR TREATMENT, CARPET IS TO BE RELAYED BY OWNER OR OWNER'S CONTRACTOR, AT THE OWNER'S EXPENSE. REFER TO PAGE 2, ITEM H OF THE DISCLAIMER STATEMENTS FOR MORE INFORMATION.

XTERMITE, INC. DOES NOT INSPECT FOR OR COMMENT ON WORKMANSHIP ON REPAIRS DONE BY OTHERS. INTERESTED PARTIES MUST SATISFY THEMSELVES AS TO THE QUALITY OR APPEARANCE OF WORK WHICH IS NOT COMPLETED BY OUR COMPANY.

THE FIRST PAGE OF THE STANDARD INSPECTION REPORT CONTAINS A DIAGRAM WITH IDENTIFICATION NUMBERS AND LETTERS, THESE NUMBERS AND LETTERS CORRESPOND WITH THE FINDINGS LISTED BELOW. IF YOU NEED HELP READING THIS REPORT OR HAVE ANY QUESTIONS PLEASE CONTACT THE FIELD REPRESENTATIVE NAMED ON THE FRONT PAGE OF THIS REPORT, LOWER LEFT CORNER, TOLL FREE AT 877-300-6483.

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. 11365	Street	City	Zip	Date of Inspection 08/27/09	Report # 6193153977	Page 7 of 8
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Xtermite is a Structural Integrated Pest Management Company (S-IPM). Our company guarantees treatments applied by our company only, for a period of 2 year(s). The service warranty applies to the entire structure for the control of DRYWOOD TERMITE INFESTATIONS only. Should termite reinfestation occur within this period, our company will retreat at no charge. However, this firm does not guarantee against TERMITE DAMAGE.

Xtermite, Inc. will offer a three (3) year Drywood Termite Service Warranty (OPTIONAL) on this property at the end of the original warranty period. The Optional Termite Control Service Warranty for this property is \$300.00 per year, for three (3) years, renewable yearly at the owner's option.

IF A SEPARATED REPORT HAS BEEN REQUESTED, IT IS DEFINED AS SECTION 1 & SECTION 2 CONDITIONS EVIDENT ON THE DATE OF INSPECTION.

SECTION 1: CONTAINS ITEMS WHERE THERE IS EVIDENCE OF ACTIVE INFESTATION, INFECTION OR CONDITIONS THAT HAVE RESULTED IN OR FROM INFESTATION OR INFECTION.

SECTION 2: SECTION 2 ITEMS ARE CONDITIONS DEEMED LIKELY TO LEAD TO INFESTATION OF INFECTION, BUT WHERE NO VISIBLE EVIDENCE OF SUCH WAS FOUND.

FURTHER INSPECTION: FURTHER INSPECTION ITEMS ARE DEFINED AS 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.

(2) DRYWOOD TERMITES

2A. FINDING: Evidence of drywood termite infestations was noted at the attic framing.
RECOMMENDATION: Exterminate the drywood termites by drilling small holes into the infested wood member and injecting XT-2000 Orange Oil (Active Ingredient: d-Limonene), into the termite channels. XT-2000 Orange Oil is a by-product of the citrus rind, natural in origin, and biodegradable. d-Limonene does not contain and is not manufactured with any of the Class I or II Ozone-Depleting substances listed under the United States Clean Air Act of 1990. This Company will patch all injection holes, cover or remove accessible termite evidence. Painting and/or repairs to wall coverings, paneling, paint are not included in this estimate.**THIS IS A SECTION 1 ITEM**

2B. FINDING: Evidence of drywood termite infestation was noted at the rafter tail at second story, which appear to be leading into wall void area(s).
RECOMMENDATION: Drill small holes in the wall area(s) to allow an inspection with the Tru-Optic Scope, to pinpoint infestation(s). Treat infested area(s) by drilling small holes into the infested wood and injecting XT-2000 Orange Oil (Active ingredient: d-Limonene) into the termite channels. XT-2000 Orange Oil is a by-product of the citrus rind, natural in origin, and biodegradable. d-Limonene does not contain and is not manufactured with any of the class I or II Ozone-Depleting substances listed under the United States Clean Air Act of 1990. This company will patch all scope and injection holes, cover or remove all accessible termite evidence. Painting and/or repairs to wall coverings, paneling, paint is not included in this estimate.**THIS IS A SECTION 1 ITEM**

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. 11365	Street	City	Zip	Date of Inspection 08/27/09	Report # 6193153977	Page 8 of 8
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2C. FINDING: Evidence of drywood termite infestations was noted at the rafter tail.

RECOMMENDATION: Exterminate the drywood termites by drilling small holes into the infested wood member and injecting XT-2000 Orange Oil (Active Ingredient: d-Limonene), into the termite channels. XT-2000 Orange Oil is a by-product of the citrus rind, natural in origin, and biodegradable. d-Limonene does not contain and is not manufactured with any of the Class I or II Ozone-Depleting substances listed under the United States Clean Air Act of 1990. This Company will patch all injection holes, cover or remove accessible termite evidence. Painting and/or repairs to wall coverings, paneling, paint are not included in this estimate. ****THIS IS A SECTION 1 ITEM****

(3) FUNGUS/DRYROT

3A. FINDING: Fungus/Dryrot damaged wood was noted at the garage door trim, lack of protective sealant appears to be the cause.

RECOMMENDATION: Repair source of fungus/dryrot conditions, remove and replace all fungus/dryrot damaged wood. All wood infected with dryrot may not be wood filled and must be removed. If damage leads into inaccessible areas, further inspection by a licensed termite company must be performed. Xtermite, Inc. is not responsible or liable for the workmanship of others. Referred to the Owner or Owner's Contractor(s) at this time. ****THIS IS A SECTION 1 ITEM****

(4) OTHER FINDINGS

4A. RECOMMENDATION: For the prevention of drywood termite infestation(s), Xtermite Inc. will topically apply Tim-bor (Active ingredient: Disodium Octoborate Tetrahydrate) to exposed wood members of the attic. Tim-bor is natural in origin, effective, and a progressive termite prevention treatment. A mineral as old as the earth itself, mined in Southern California since the late 1800's, does not contain and is not manufactured with any of the Class I or II Ozone-Depleting substances listed under the United States Clean Air Act of 1990. This company will patch any injection holes (if any), cover or remove accessible termite evidence. Painting and/or repairs to wall coverings, paneling, paint are not included in this estimate.

WORK AUTHORIZATION CONTRACT

Building No. Street 11365	City	Zip	Date of Inspection 08/27/09	Page No. 1
<div style="display: flex; justify-content: space-between;"><div style="width: 20%;"></div><div style="width: 60%;"><p>Xtermite, Inc. 6328 Riverdale St., Suite A San Diego, CA 92120 Phone: 877-300-6483 Fax: 619-542-8584 www.xtermite.com Registration # PR3336</p></div><div style="width: 20%; text-align: right;"><p>For Report # 6193153977</p></div></div>				

COST ESTIMATE (VALID FOR 60 DAYS) :

DATED: 08/27/2009

ITEM(S) : INSPECTION / REPORT FEE.....\$ WAIVED
ITEM(S) : 2A-2B-2C (DRYWOOD TERMITE INFESTATIONS).....\$ INCLUDED
ITEM(S) : 4A (PREVENTIVE WOOD TREATMENT OF ATTIC).....\$ INCLUDED

TOTAL COST.....\$ 900.00*

*(INCLUDES A TWO YEAR SERVICE WARRANTY AGAINST DRYWOOD TERMITE INFESTATIONS, PLEASE REFER TO REPORT FOR ITEM DETAILS) .

ADDITIONAL CORRECTIVE RECOMMENDATIONS :

ITEM(S) : 3A, REFER TO OWNER OR OWNER'S CONTRACTOR(S) AT THIS TIME.

THIS IS A BINDING CONTRACT. Reconstruction and/or Repair Items on the report contain provisions for additional costs over and above the original drywood termite and/or subterranean termite estimate. Please read the report carefully and completely.

CONDITIONS:

1. This offer is limited to sixty (60) days from the date of the report.

2. Work completed (LABOR) by operator shall be warranted for the period specified on this Work Authorization Contract. Toilet plumbing (parts supplied by this company), showers, floors or any measures for the control of moisture are guaranteed for 30 days only. If at the time of repairs to decks, the damage is found to be more extensive, a Supplemental Report will be given along with a bid for any other corrections that maybe necessary. Any additional damage found while work is being performed will be supplemented by a report as to additional findings and costs. Additional costs will only be be incurred if infestation(s) found are not included in the original cost estimate and structural warranty. Interested parties will be notified prior to any work being done.

3. **NOTICE TO OWNER:** 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/her 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. (Note: Authority Cited: Section 8525, Business and Professions Code. Reference: Section 8513, Business and Professions Code).

4. Customer agrees to hold company harmless for any damage which may occur. Although, we will use due caution and diligence in our 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, rain gutters, plant life, paint or wall coverings, wiring, trees, vines, pets, plumbing leaks, or changes beyond control of the company which may occur during the performance of this work. 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. By executing this work authorization contract,

WORK AUTHORIZATION CONTRACT

Building No. Street 11365	City	Zip	Date of Inspection 08/27/09	Page No. 2
<div style="display: flex; justify-content: space-between;"><div style="width: 20%;"></div><div style="width: 60%;"><p>Xtermite, Inc. 6328 Riverdale St., Suite A San Diego, CA 92120 Phone: 877-300-6483 Fax: 619-542-8584 www.xtermite.com Registration # PR3336</p></div><div style="width: 15%; text-align: right;"><p>For Report # 6193153977</p></div></div>				

customer acknowledges that he or she has been advised of the foregoing and has had the opportunity to consult with a qualified professional.

5. **TERMS OF PAYMENT.** We agree to pay the total amount (listed above) on the date the work is performed. Accounts are past due ten days after date of completion unless prior arrangements have been made (Escrow Customer are referred to Item 8 of this contract). In case of non-payment by owner, reasonable attorney's fees and costs of collection shall be paid by the owner, whether suit be filled or not. A SERVICE CHARGE OF 1-1/2 PERCENT, PER MONTH WILL BE CHARGED ON ALL BALANCES OF (30) DAYS. THE 1-1/2 PERCENT, PER MONTH, EQUALS 18 PERCENT PER ANNUM ON THE UNPAID BALANCES.

6. Xtermite, Inc. must be notified 48 hours in advance of cancellation of work to be performed by Owner or Owner's Agent. Failure to do so will result in a charge of 25% of the total cost estimate listed above.

7. All repairs performed by others must meet or exceed the requirements of the Uniform Building Code (Section 2516 of Title 24 of the California Code of Regulations) and Structural Pest Control Rules and Regulations (Section 1991(a) (5) of Division 19 Title 16 of the California Code of Regulations). A re-inspection by OUR COMPANY must be performed before a certification will be issued (as required in Section 8519 of the Business and Professions Code). This company does not guarantee work performed by others. Any repairs completed by others must be guaranteed in writing and submitted to XTERMITE, INC. before a CERTIFICATION will be issued. This company does not make statements concerning workmanship. Workmanship is only determinable by those paying for or receiving those services.

8. Owner or duly Authorized Representative of property owner instructs Escrow/Lender/Title Company to pay the total balance due upon close of escrow. We understand that we are responsible for payment, and if escrow does not close or is cancelled, it will be the responsibility of the owner to produce payment in full, and upon notification late fees may apply if payment is not made.

9. We authorize this company to perform items as listed above for the contract price also listed above.

TO BE COMPLETED IF PROPERTY IS IN ESCROW:

_____ PHONE # _____
REALTOR NAME AND COMPANY

_____ PHONE # _____
ESCROW OFFICER AND COMPANY

ESCROW # _____ CLOSE OF ESCROW DATE: _____

I HAVE READ THIS WORK AUTHORIZATION CONTRACT AND WDO INSPECTION REPORT IT REFERS TO. WORK AUTHORIZATION CONTRACT MUST BE SIGNED AND COMPLETED BEFORE WORK WILL BE PERFORMED. I HAVE READ AND UNDERSTAND THE TERMS OF THIS WORK AUTHORIZATION CONTRACT AND HEREBY AGREE TO ALL TERMS THEREOF.

SIGNATURE: _____ DATE: _____

PRINT NAME

STANDARD NOTICE OF WORK COMPLETED AND NOT COMPLETED

NOTICE - All recommendations may not have been completed - See below - Recommendations not completed.
This form is prescribed by the Structural Pest Control Board.

Building No. 11365	Street	City	Zip	Date of Completion 09/01/09
		Xtermite, Inc. 6328 Riverdale St., Suite A San Diego, CA 92120 Phone: 877-300-6483 Fax: 619-542-8584 www.xtermite.com Registration # PR3336		 Report # 6193153977, 6193153977
Ordered by: MAURICE RIZZUTO	Property Owner and/or Party of Interest:		Completion sent to: MAURICE RIZZUTO	

The following recommendations on the above designated property, as outlined in the Wood Destroying Pests and Organisms Inspection Report(s) dated 08/27/2009 08/29/2009 have been and/or have not been completed.

Recommendations completed by this firm that are in accordance with the Structural Pest Control Board's Rules and Regulations: ITEM(S) 2A, 2B, 2C, 4A, 2D									
Recommendations completed by this firm that are considered secondary and substandard measures under Section 1992 of the Structural Pest Control Board's Rules and Regulations including person requesting secondary measure: NONE									
Cost of work completed:	<table> <tr> <td>Cost: \$</td> <td><u>900.00</u></td> </tr> <tr> <td>Inspection Fee: \$</td> <td><u>0.00</u></td> </tr> <tr> <td>Other: \$</td> <td><u>0.00</u></td> </tr> <tr> <td>Total: \$</td> <td><u>900.00</u></td> </tr> </table>	Cost: \$	<u>900.00</u>	Inspection Fee: \$	<u>0.00</u>	Other: \$	<u>0.00</u>	Total: \$	<u>900.00</u>
Cost: \$	<u>900.00</u>								
Inspection Fee: \$	<u>0.00</u>								
Other: \$	<u>0.00</u>								
Total: \$	<u>900.00</u>								
Recommendations not completed by this firm: ITEM(S) 3A									
Remarks: <p>This is a resubmitted notice of work completed and not completed. The original notice is dated August 29, 2009. It is being submitted to include section 1 item 3A as being completed.</p> <p>CERTIFICATION REGARDING TERMITES, FUNGUS AND DRY-ROT: This is to certify that the property described herein is now free of evidence of active infestation or infections in the visible and accessible areas Section 1 item 3A has been completed by someone other than this company as per the recommendations of the report referenced above. Any guarantee's must be obtained by those parties completing the work, Xtermite is not liable or responsible for the workmanship of others.</p> <p>The warranty on this property is 2 year(s) from the date of the original completion against drywood termite infestation(s). The completion tag was posted at the attic.</p>									

Signature Jaisla Ramson

You are entitled to obtain copies of all reports and completion notices on this property reported to the Board during the preceding two years upon payment of a search fee to: 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 this 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.