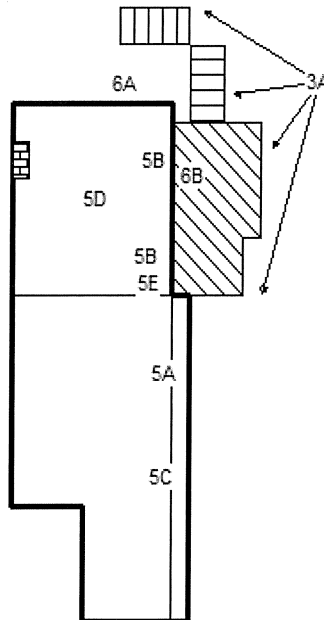


WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

*** CORRECTED REPORT ***

BUILDING NO. 2572	STREET, CITY, STATE, ZIP VIRGINIA STREET #5, BERKELEY CA 94709	Date of Inspection 2/6/2024	No. of Pages 6
EAST BAY STRUCTURAL & TERMITE CO. INC. 1096 Yerba Buena Avenue, Emeryville, CA 94608 Ph: (510) 652-4712 (510) 652-4790 Fax			
Firm Registration No. PR 4263	Report No. 240133	Escrow No.	
Ordered By: COLDWELL BANKER 960 E. LAS TUNAS DR. #A SAN GABRIEL, CA 91776 Attn: IDEA LIN	Property Owner/Party of Interest C/O AGENT	Report Sent To:	
COMPLETE REPORT ☒ LIMITED REPORT ☒ SUPPLEMENTAL REPORT ☐ REINSPECTION REPORT ☐			
General Description: CONDO, VACANT		Inspection Tag Posted: UNDER KITCHEN SINK	
		Other Tags Posted: NONE CURRENT	
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 ☐ Drywood Termites ☐ Fungus/Dryrot ☒ Other Findings ☒ Further Inspection ☒			
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.			



Inspected by DAVID PADILLA

State License No. FR 50138

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.

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. 43M-41 (Rev. 04/2015)

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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 the 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 were visually inspected from ground level only. Although we make visual examinations, we do not deface or probe window/door frames or decorative trims. Unless otherwise specified in this report, we do not inspect fences, sheds, dog houses, detached patios, detached wood decks, wood retaining walls or wood walkways. We assume no responsibility for work done by anyone else, for damage to structure or contents during our inspection, or for infestation, infection, adverse conditions or damage undetected due to inaccessibility or non-disclosure by owner/agent/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 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 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.

D. EAST BAY STRUCTURAL & TERMITE CO. will reinspect, BUT NOT APPROVE, work performed by others. Although our company will reinspect work performed by others, we will offer no guarantees as to the quality of workmanship or of material used, even if the work is acceptable. If any guarantees or warranties are required or desired for work performed by others, we advise that you obtain same from the contractor or person that has performed the work, prior to close of escrow.

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. 8516G. Sunken or below grade showers or tubs are not water tested due to their construction.

G. "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."

H. During the process of treatment or replacement it may be necessary to drill holes through tiles or other floor coverings; 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.

I. We assume no responsibility for damage to any Plumbing, Gas or Electrical lines, etc., in the process of pressure treatment of concrete slabs or replacement of concrete or structural timbers.

J. Your termite report and clearance will cover EXISTING infestation or infection which is outlined in this report. If Owner of property desires coverage of any new infestation it would be advisable to obtain a Control Service Policy which would cover

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any new infestation for the coming year.

K. I agree to pay reasonable 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 judgement.

L. The total amount of this contract is due and payable upon completion of work unless otherwise specified. 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.

M. If this report is used for escrow purposes then it is agreed that this inspection report and Completion, 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 instructed by us not to use these documents to satisfy any conditions or 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.

N. 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 asbestos or lead and that this report will not include any findings or opinions regarding the presence or non-presence of asbestos or lead in, upon or about the premises, we recommend that you contact a contractor specifically licensed to engage in asbestos or lead related work. Further, should we discover the presence of asbestos or lead during our inspection of the premises or should our inspection of the premises cause a release of asbestos or lead dust or particles, owner/agent/tenant shall be solely responsible for the cleanup, removal and disposal of the asbestos or lead 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 asbestos or lead 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 in any way related to the presence of asbestos or lead on the premises.

O. During the course of repairs, if damage is found to extend further than outlined, a supplemental report will be written with new findings, recommendations, and bids for repair. Should others perform repairs as outlined in this report and additional damage is uncovered during the course of said repairs; The contractor should call for inspection of this area by a licensed Structural Pest professional to outline the damage and recommendations on a new supplemental report including bids for the additional repairs.

THIS EXPLAINS THE SCOPE AND LIMITATIONS OF A STRUCTURAL PEST CONTROL INSPECTION. THIS IS A WOOD DESTROYING PEST AND ORGANISMS INSPECTION REPORT. THIS INSPECTION IS PERFORMED AND CONTAINS INFORMATION AS GOVERNED BY THE STRUCTURAL PEST CONTROL ACT, ITS RULES AND REGULATIONS. THIS INSPECTION IS OF EVIDENCE OF INFESTATIONS OR INFECTIONS OF THE VISIBLE AND ACCESSIBLE AREAS ON THE DAY OF INSPECTION. STRUCTURES HAVE INACCESSIBLE AREAS. IF PERSONAL BELONGINGS, FURNITURE, OR FLOORCOVERING ARE REMOVED, OR EXTERIOR WALL COVERINGS REMOVED AND AN INFESTATION OR INFECTION OR DAMAGED WOOD IS FOUND AT THAT TIME, A SUPPLEMENTAL REPORT WILL BE WRITTEN ON THE FINDINGS AND RECOMMENDATIONS AND COST TO REPAIR THOSE AREAS. THIS PROPERTY WAS NOT INSPECTED FOR THE PRESENCE OR ABSENCE OF HEALTH RELATED MOLDS AND 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.

THIS IS A SEPARATED REPORT, WHICH IS DEFINED AS SECTION 1/SECTION II CONDITIONS EVIDENCE ON THE DATE OF THE INSPECTION. SECTION 1 CONTAINS ITEMS WHERE THERE IS VISIBLE 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 THE INSPECTION AND CANNOT BE DEFINED AS SECTION 1 OR SECTION II.

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

**AS REQUIRED BY THE STRUCTURAL PEST CONTROL BOARD WE DO RECOMMEND FURTHER INSPECTION FOR THE REMAINDER OF THE STRUCTURE.
FURTHER INSPECTION ITEM**

NOTE: This is a corrected report being issued for the purpose of adjusting item 3A and referring out to others, as requested by owners agent.

PORCHES/STEPS/DECKS/PATIO:

ITEM 3A At the request of owner's agent, the rear right exterior wood deck and stairs were inspected. Fungus dry rot damage was noted to framing, decking boards, stair treads, and throughout the railing system. It was noted that the railing system does not comply with current building codes.

RECOMMENDATION: Owner is advised to contact the appropriate professional for any additional information and/or repairs. **NOTE:** If plans or drawings are provided by a structural engineer, East Bay Structural can provide a bid for repairs upon request based off those recommendations.

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

BY OTHERS

INTERIOR-/STALL SHOWER/ATTIC:

ITEM 5A The plywood at the bottom shelf underneath the kitchen sink was noted to be delaminated.

RECOMMENDATION: Owner is advised to contact the appropriate professional for any additional information and/or repairs.

***** This is a Section 2 Item *****

BY OTHERS

ITEM 5B Fungus and rot decay was noted to the bottom of the french doors leading to the deck.

RECOMMENDATION: Owner is advised to contact the appropriate door professional for any additional information and/or repairs.

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

BY OTHERS

ITEM 5C The main level hall bathroom is constructed with a tub.

RECOMMENDATION: Owner is advised to contact the appropriate professional to keep the tub enclosure sealed and maintained to prevent moisture intrusion.

***** Information Item *****

SEE TEXT

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INTERIOR-/STALL SHOWER/ATTIC:

ITEM 5D There are finished flooring and walls setting on concrete slab at the lower level. Areas covered by flooring and finished walls are considered inaccessible to inspection, not inspected and not represented in this report. We do not guarantee inaccessible areas. Inspection of visible accessible areas, at the time of this inspection, found no evidence of infestation or infection.

RECOMMENDATION: Periodic inspections recommended every 3 years.

***** Information Item *****

SEE TEXT

ITEM 5E The lower level bathroom is constructed with a tub.

RECOMMENDATION: Owner is advised to contact the appropriate professional to keep the tub enclosure sealed and maintained to prevent moisture intrusion.

***** Information Item *****

SEE TEXT

EXTERIOR-ABUTMENTS:

ITEM 6A While inspecting the french doors leading to the rear metal balcony, fungus and rot decay was noted to the door sill at the exterior.

RECOMMENDATION: Owner is advised to contact the appropriate professional and/or HOA for any additional information and/or repairs.

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

BY OTHERS

ITEM 6B While inspecting the exterior deck, fungus and rot decay was noted to the rear right door sill at the french doors.

RECOMMENDATION: Owner is advised to contact the appropriate professional and/or HOA for any additional information and/or repairs.

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

BY OTHERS

IT IS OUR OPINION THAT A BUILDING PERMIT IS REQUIRED FOR THE FOLLOWING ITEMS: 3A

NOTE: IF THE CITY BUILDING DEPARTMENT, FOR THE PURPOSE OF ISSUING A BUILDING PERMIT, REQUIRES ANY ADDITION TO THIS REPORT SUCH AS PLANS, DRAWINGS, ENGINEERING OR ANY OTHER CITY REQUESTS AT TIME OF APPLICATION OR UPON FINAL INSPECTION, THERE WILL BE ADDITIONAL COSTS.

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OCCUPANTS CHEMICAL NOTICE

East Bay Structural & Termite Company will use pesticide chemical(s) specified below for the control of wood destroying pests or organisms in locations identified in the Structural Pest Control report as indicated above.

(1) The pest(s) to be controlled:

☐ SUBTERRANEAN TERMITES ☒ FUNGUS or DRY ROT
☐ BEETLES ☐ DRY-WOOD TERMITES ☐ OTHER _____

(2) The pesticide(s) proposed to be used and the active ingredient(s).

- ☐ A. Termidor HE: Active Ingredient: Fipronil: 5-amino-1-(2,6-dichloro-4-(trifluoromethyl)phenyl)-4-((1R,S)-(trifluoromethyl)sulfinyl)-1-H-pyrazole-3-carbonitrile, 8.73%
 Other Ingredients 91.27%
- ☒ B. COPPER NAPHTHENATE: Active ingredients: Copper Naphthenate 20%;
 Inert ingredients 80%.
- ☐ C. TIM-BOR: Active ingredients: Disodium Octaborate Tetrahydrate; 98%.
 Inert ingredients 2%.
- ☐ D. VIKANE: Active ingredients: Sulfuryl Flouride - 99.8%
- ☐ E. Termidor Foam: Active ingredient: Fipronil: 5-amino-1-(2,6-dichloro-4-(trifluoromethyl)phenyl)-4-((1R,S)-(trifluoromethyl)sulfinyl)-1-H-pyrazole-3-carbonitrile, 0.5%
 Other ingredients: 99.5%
- ☐ F. Cy-Kick CS: Active ingredient: Cyfluthrin; 6%. Other Ingredients 94.0%
- ☐ G. BORA-CARE: Disodium Octaborate Tetrahydrate; 40%. Other ingredients 60%
- ☐ H. Termidor Dry: Active ingredient: Fipronil: 5-amino-1-(2,6-dichloro-4-(trifluoromethyl)phenyl)-4-((1R,S)-(trifluoromethyl)sulfinyl)-1-H-pyrazole-3-carbonitrile, 0.5%
 Other ingredients: 99.5%

(3) "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 at (800) 876-4766 and your pest control company immediately.

For further information, contact any of the following:

East Bay Structural & Termite Company (510) 652-4712
 Alameda County Agriculture Commissioner..... (510) 670-5232
 Alameda County Health Department..... (510) 267-8000
 Contra Costa County Health Department (925) 313-6712
 Contra Costa County Agriculture Commissioner (925) 646-5250
 Poison Control Center (800) 222-1222
 Structural Pest Control Board..... (800) 737-8188

Persons with respiratory or allergic conditions, or others who may be concerned about their health relative to this chemical treatment, should contact their physician concerning occupancy during and after chemical treatment prior to signing this NOTICE. NO CHEMICAL APPLICATION WILL BE PERFORMED UNTIL SUCH TIME THAT THIS NOTICE IS RETURNED. HAVING READ THE INSTRUCTIONS, I, THE UNDERSIGNED, UNDERSTAND THE AFOREMENTIONED.

SIGNATURE (Owner/Occupant) _____ Date _____

EAST BAY STRUCTURAL & TERMITE CO. INC.

1096 Yerba Buena Avenue, Emeryville, CA 94608

Ph: (510) 652-4712 (510) 652-4790 Fax

Page: 1 of 2

WORK AUTHORIZATION CONTRACT

Address of Property: 2572 VIRGINIA STREET #5, BERKELEY CA 94709

Inspection Date: 2/6/2024

Report #: 240133

Title Co. & Escrow #:

SECTION 1

3A BY OTHERS

5B BY OTHERS

6A BY OTHERS

6B BY OTHERS

SECTION 2

5A BY OTHERS

FURTHER INSPECTION

We Authorized the Following
Section 1 Items to be Performed.

3A, 5B, 6A, 6B

We Authorized the Following
Section 2 Items to be Performed.

5A

We Authorized the Following
Items for Further Inspection.

Proposed Cost Section 1: \$0.00

Proposed Cost Section 2: \$0.00

Proposed Cost Fur.Insp.: \$0.00

Total: \$0.00

NOTE: SMOKE/CARBON MONOXIDE DETECTORS ARE REQUIRED BY STATE LAW AND CITIES WILL NOT FINAL A PERMIT UNLESS THEY ARE INSTALLED AS REQUIRED.

NOTE: COST FOR SMOKE/CARBON MONOXIDE WILL BE CHARGED IN ADDITION TO THE CONTRACT AMOUNT NOTED ABOVE.
THE COST IS APPROXIMATELY \$50.00 EACH.

NOTE: Our prices are subject to change after 90 days. Our minimum charge is \$250.00.

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

APPROVED AND READ BY:

DATE

ACCEPTED FOR:

DATE

EAST BAY STRUCTURAL & TERMITE CO. INC.

WORK AUTHORIZATION CONTRACT

Address of Property: 2572 VIRGINIA STREET #5, BERKELEY CA 94709

Inspection Date: 2/6/2024

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Title Co. & Escrow #:

CUSTOMER INFORMATION

The total amount of this contract is due and payable upon completion. Progress payments may be requested by this firm. Only the work specified in the contract is being done at this time due to owners wishes. ANY WORK PERFORMED AGAINST AN EXISTING TITLE ESCROW WILL BE THE FINANCIAL RESPONSIBILITY OF THE PARTY ORDERING THE WORK. IN THE EVENT OF A CANCELLED TITLE ESCROW.

Work completed (LABOR) by operator shall be guaranteed for a period of one year from completion. Toilet plumbing (parts supplied by this firm), showers, floors or any measures for the control of moisture are guaranteed for (30) days only. Chemical treats are guaranteed for two years. Only the areas treated are guaranteed.

Customer agrees to hold company harmless for any damage which may occur to plant life, wiring, trees, vines, pets, tile roofs, plumbing leaks, or changes beyond control of the company which may occur during the performance of this work. 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 OVER (30) DAYS. THE 1-1/2 PERCENT, PER MONTH, EQUALS 18 PERCENT PER ANNUM ON THE UNPAID BALANCES.

All repairs performed by others must be re-inspected by OUR COMPANY before a CERTIFICATION will be issued.

We do not guarantee work completed by others. Any repairs completed by others must be guaranteed in writing and submitted to OUR COMPANY before a CERTIFICATION will be issued. This firm does not make statements concerning workmanship. Workmanship is only determinable by those paying for or receiving those services.

NOTICE: The charge for service that this company subcontracts to another company may include the companys charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor.

Our inspectors do not work off ladders higher than 6 feet. Therefore, all two story buildings or larger will not be inspected at the eaves.

NOTE TO OWNER: Under California Mechanics Lien Law any structural pest company which 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 or 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 structural pest control company in full if the subcontractor, laborers or suppliers remain unpaid. NOTE: Inspection fee is billed separately above any work costs.

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". Prime 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.

Our prices are subject to change after 90 days. Our minimum charge is \$250.00.