

FRANCHISE DISCLOSURE DOCUMENT



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PILLAR TO POST, INC. (the “Franchisor”) offers franchises, within a specified territory, for the operation of a home inspection business offering unique residential inspection services, as well as related products and services, for single family and various multi-family residences.

We offer you the opportunity to purchase a home inspection franchise in an exclusive territory. The total investment necessary to begin operation of a Pillar To Post franchised business in an exclusive territory is from \$65,560 to \$78,235, which does not include rent for the business location. This includes \$45,900 that must be paid to the franchisor or its affiliate(s). We also offer home inspection franchises in non-exclusive territories under a separate disclosure document.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Development Department at 14502 N. Dale Mabry Highway, Suite 200, Tampa, Florida 33618 or at (877) 963-3129.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency listed in Exhibit H or visit your public library for other sources of information on franchising.

Issuance Date: March 23, 2023

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits A and B.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit E includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Pillar To Post business in my area?	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What’s it like to be a Pillar To Post franchisee?	Item 20 or Exhibits A and B list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising Generally

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit H.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About This Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Florida. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Florida than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum royalty and advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
3. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.

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ITEM 1 - THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Franchise Disclosure Document, "Pillar To Post", "us", "our", "we", etc. means Pillar To Post, Inc., the Franchisor. "You" means the individual, corporation, limited liability company or other legal entity who buys the franchise (including its individual owners).

Franchisor, Parent and Affiliates

Our name is PILLAR TO POST, INC. We are a Delaware corporation that was incorporated on July 11, 1994. We do business as "Pillar To Post" and "Pillar To Post Home Inspectors." Our principal place of business is located at 14502 North Dale Mabry Hwy., Suite 200, Tampa, FL 33618. Our affiliate, Pillar To Post, Inc., a Canadian corporation ("Pillar To Post (Canada)"), operates our international home office located at 5399 Eglinton Avenue W., Suite 110, Toronto, Ontario, Canada M9C 5K9.

Our corporate parent is FS Brands, Inc., a Delaware corporation. FS Property Services (U.S.) Inc., a Delaware corporation, formerly known as The Franchise Company (US) Inc., is the majority shareholder of FS Brands, Inc. The principal place of business of FS Brands, Inc. is 2621 Van Buren Avenue, Suite 550A, Audubon, PA 19403. Pillar To Post (Canada)'s corporate parent is FS Brands, Inc., a Canadian corporation ("FS Brands (Canada)"). The principal place of business of FS Brands (Canada) is 1140 Bay Street, Suite 400, Toronto, Ontario, Canada MJ5 2B4.

Predecessor

There is no predecessor to Pillar To Post.

Agent for Service of Process

Our agents for service of process are listed in Exhibit H.

Prior Experience

We have offered franchises in the United States for residential home inspection services for single family and various multi-family homes since March 15, 1995. We originally offered franchises only in exclusive territories. In 2009, we began offering franchises in non-exclusive territories. We currently only offer non-exclusive territories to new franchisees, and this offering is only used in connection with renewal of existing franchises operating in exclusive territories. We have never offered franchises in other lines of business. Neither we nor any of our affiliates have ever conducted a residential home inspection business prior to Pillar To Post. As of December 31, 2022, we had 475 individual home inspection franchise units in the United States (432 with non-exclusive territories and 43 with exclusive territories). Pillar To Post (Canada) offers franchises in Canada for residential inspection services for single family and various multi-family homes and has done so since September 1, 1994. As of December 31, 2022, Pillar To Post (Canada)

had 53 individual home inspection franchise units in Canada (48 with non-exclusive territories and 5 with exclusive territories).

The Franchise Offered

We franchise the operation of independently owned and operated businesses which offer distinctive residential inspection services for single family and multi-family residences, as well as added services including mold testing, virtual open house, radon testing, and other health and safety-related services. We offer our services and products under the names “Pillar To Post” and “Pillar To Post Home Inspectors.” We are not engaged in any other business activities. The market for the services to be provided by you is developed and arises primarily from the purchase or sale of single-family and multi-family homes. You will provide homeowners, homebuyers and others involved in the real estate industry with clear, unbiased, objective information about a home’s condition in accordance with Pillar To Post’s brand standards and operating basics. Each franchisee will offer its services to its customers directly or through referral sources such as real estate brokers and agents, lawyers, mortgage lenders, and relocation services. You will have to compete for this market in your territory with other businesses offering the same or similar services on a local, regional, and national basis, including other authorized Pillar To Post home inspection franchises.

We and Pillar To Post (Canada), in conjunction with other experts in the field of home inspection, have developed a training and instruction program for you that includes all aspects of marketing, managing and operating the franchised business in accordance with Pillar To Post’s brand standards and operating basics. The experience of our officers, directors and employees in the operation and administration of a home inspection franchise system has given them the experience to administer this home inspection franchise system.

Applicable Regulations

Some states require licensing or certification for home inspectors. You should determine whether any licensing or certification is required in your location. You alone are responsible for investigating, understanding and complying with all other applicable laws, regulations and requirements applicable to you and your Pillar To Post home inspection franchise.

Other Pillar To Post Affiliates

The following is a list of Pillar To Post’s affiliates (other than Pillar To Post (Canada) discussed above), including the principal address, a description of the business, and the number of franchises of each. Other than as disclosed below, neither Pillar To Post nor its predecessors nor any of the affiliates described below presently operate businesses of the type that they franchise, offer franchises in any other line of business, or engage in any other type of business.

Company/Address	Type of Business/Year Began Offering Franchises	Number of Franchises as of December 31, 2022
<p>California Closet Company, Inc., a California corporation</p> <p>2001 W. Phelps Road Suite 1 Phoenix, AZ 85023</p>	<p>Residential and commercial customized closet, office, garage, and storage space design, production, and installation services and related products / 1980</p>	<p>39 (United States)* 5 (Canada) 2 (International)</p> <p>* A subsidiary of our parent company holds a majority interest in 42 franchises in the United States and 1 in Canada.</p>
<p>Certa ProPainters, Ltd., a Massachusetts corporation</p> <p>2621 Van Buren Avenue, Suite 550A Audubon, PA 19403</p>	<p>Residential and commercial painting and decorating franchises / 1992</p>	<p>331 (United States)</p>
<p>Certa Pro Painters Ltd., a Canadian corporation</p> <p>1140 Bay Street, Suite 4000 Toronto, Ontario M5S 2B4 Canada</p>	<p>Residential and commercial painting and decorating franchises / 1990</p>	<p>28 (Canada)</p>
<p>Floorcoverings International, Ltd., a Georgia corporation</p> <p>5390 Triangle Parkway Suite 125 Norcross GA 30092</p>	<p>Mobile retail floor covering and window blind business / 1998</p>	<p>215 (United States) 8 (Canada)</p>
<p>Paul Davis Restoration, Inc, a Florida corporation</p> <p>7251 Salisbury Road, Suite 6 Jacksonville, FL 32256</p>	<p>Loss mitigation and emergency services for residential and commercial structures / 2009</p>	<p>224 (United States)</p>

Company/Address	Type of Business/Year Began Offering Franchises	Number of Franchises as of December 31, 2022
Paul Davis Restoration, Inc., a Canadian corporation 38 Crockford Boulevard Toronto, Ontario M1R 3C2 Canada	Structural reconstruction and emergency services, including drying, cleaning, loss mitigation and mold remediation, of residential and commercial structures and contents / 2014	62 (Canada)
AFFILIATES WHICH MAY FROM TIME TO TIME PROVIDE PRODUCTS OR SERVICES TO THE FRANCHISOR AND/OR ITS FRANCHISEES:		
Tele-Link Services Inc., an Ontario corporation 700 Richmond Street, Suite 416 London, Ontario N6A 5C7 Canada	Answering services and telemarketing and customer survey services for the franchisor and its franchisees	N/A

ITEM 2 - BUSINESS EXPERIENCE

President and Chief Executive Officer, Director: Charles Furlough

Mr. Furlough joined Pillar To Post in 2007 as Director Franchise Field Support. In 2009, he became Vice President Franchise Field Support. In 2014, he became Vice President Field Operations. In 2017, he became Senior Vice President Field Operations. In 2023, he became President, Chief Executive Officer, and a Director. Mr. Furlough maintains his primary office at 7401 Four Brothers Way, Willow Springs, North Carolina 27592-9092.

Vice President Field Operations: Deron Ellis

Mr. Ellis joined Pillar To Post in 2018 as a Regional Director. In 2023, he became Vice President of Field Operations. Prior to joining Pillar To Post, Mr. Ellis was Regional Director of Operations for Sport Clips, Inc. from 2015 to 2018. Mr. Ellis maintains his primary office at 1650 Raleigh Street, Suite 601, Denver, Colorado 80204.

Vice President Finance & Internal Operations: Jeff Sholdice

Mr. Sholdice joined Pillar To Post in 2018. From 2011 to the present, Mr. Sholdice has owned and operated a Great Clips franchise. From 2017 to 2019, he served as a part-time Instructor of Finance and Accounting at Sheridan College. Mr. Sholdice maintains his primary office at 5399 Eglinton Avenue W., Suite 110, Toronto, Ontario M9C 5K6.

Vice President Marketing: John Verdon

Mr. Verdon joined Pillar To Post in 2017. Prior to joining Pillar to Post, Mr. Verdon was a marketing consultant in the restaurant industry and ran his own advertising agency from 2014 to 2017. Mr. Verdon maintains his primary office at 5399 Eglinton Avenue W., Suite 110, Toronto, Ontario M9C 5K6.

Vice President Technical Standards and Development: Chuck Gravely, P. Eng. M. Eng.

Mr. Gravely joined Pillar To Post in 2002. From 2002 to 2014, he served as a member of the technical support team, which provides training and ongoing technical support related to the home inspection services provided by franchisees. Since 2014, he has been Vice President of Technical Standards and Development. Mr. Gravely maintains his primary office at 5399 Eglinton Avenue W., Suite 110, Toronto, Ontario M9C 5K6.

Vice President New Franchise Development: Harpal Kalsi

Mr. Kalsi joined Pillar To Post in 2021. Prior to joining Pillar To Post, Mr. Kalsi was the Director of Consumer Services at ServiceMaster Canada from 2020 to 2021. From 2016 to 2020, Mr. Kalsi worked for Mathnasium Canada as General Manager of Canada (2016 to 2019) and as General Manager of Americas-Canada (2019 to 2020). Mr. Kalsi maintains his primary office at 5399 Eglinton Avenue W., Suite 110, Toronto, Ontario M9C 5K6.

Vice President Learning Development & Communications: Kimberly Baker

Ms. Baker joined Pillar To Post in 2006. She served as Director of Training and Development from 2006 to 2021. She became Vice President Learning Development & Communications in 2021. She maintains her primary office at 5399 Eglinton Avenue W., Suite 110, Toronto, Ontario M9C 5K6.

Vice President Business Development: Adam Brown

Mr. Brown joined Pillar To Post as Vice President Business Development in 2022. Prior to joining Pillar To Post, Mr. Brown was Vice President of Business Development for Propy.com from 2021 to 2022 and Vice President of Sales for Cinch Home Services from 2018 to 2021. Mr. Brown maintains his primary office at 1043 Nooning Tree, Chesterfield, MO 63017.

Vice President Information Technology: Guy Dewar

Mr. Dewar joined Pillar To Post as Vice President Information Technology in 2018. Prior to joining Pillar To Post, Mr. Dewar was in independent IT consultant for retail businesses from 2008 to 2018. Mr. Dewar maintains his primary office at 5399 Eglinton Avenue W., Suite 110, Toronto, Ontario M9C 5K6.

Director, Secretary and Treasurer: Brian McDonough

Mr. McDonough was appointed as a Director, Secretary and Treasurer of Pillar To Post in 2021. Mr. McDonough has served as Vice President, Finance of FS Brands, Inc. since 2021. He previously served as Director of Finance for FS Brands, Inc. from 2019 to 2021 and Controller of College ProPainters (U.S.) Ltd. from 2014 to 2019. He also serves as a Director, Secretary and Treasurer of California Closet Company, Inc., Certa ProPainters Ltd., Floorcoverings International, Ltd., Paul Davis Restoration, Inc., and Magic Bubbles Franchising, LLC. Mr. McDonough maintains his primary office at 150 Green Tree Road, Oaks, Pennsylvania 19456-1066.

Director: Charles E. Chase

Mr. Chase became Director of Pillar To Post in 2010. Since 2011, Mr. Chase has been a Director and President of FS Brands, Inc. He also serves as a Director of California Closet Company, Inc., Certa ProPainters Ltd., Floorcoverings International, Ltd., Paul Davis Restoration, Inc., and Magic Bubbles Franchising, LLC. Mr. Chase maintains his primary office at 2621 Van Buren Avenue, Suite 550A, Audubon, PA 19403.

ITEM 3 - LITIGATION

Except for the 5 actions described below, there is no litigation that must be disclosed in this item:

Pending Actions

There are no actions required to be disclosed.

Prior Actions

Pillar To Post, Inc. v. Christion T. House, AAA Case No. 01-22-0000-3544, American Arbitration Association. On January 25, 2022, we commenced an action against Christion T. House (“House”) before the American Arbitration Association in Tampa, Florida to enforce the post-termination obligations under the Franchise Agreement. On December 15, 2022, the parties entered into a settlement, pursuant to which the parties agreed to a stipulated injunction enjoining House to comply with the covenant not-to-compete through November 30, 2023, and other post-termination obligations under the Franchise Agreement. House also agreed to pay Pillar To Post \$75,000.

Pillar To Post, Inc. v. Chung Enterprises, LLC and Yung Chung, AAA Case No. 01-22-0002-5784. On June 6, 2022, we commenced an action against Chung Enterprises, LLC and Yung Chung (collectively, the “Chung Respondents”) before the American Arbitration Association in Tampa, Florida to enforce the terms of a prior settlement agreement. On December 9, 2022, the parties entered into a settlement, pursuant to which the parties agreed to a stipulated injunction enjoining the Chung Parties and MI Home Inspectors, LLC, an affiliated entity, to comply with

the covenant not-to-compete through June 30, 2024, and other post-termination obligations under the Franchise Agreement. The Chung Respondents also agreed to pay Pillar To Post \$10,000.

Pillar To Post, Inc. v. GDB Home Inspectors, LLC and Gerald Robbins, Case No. WRN-L-000010-22, Superior Court of New Jersey, Law Division, Warren County. On January 14, 2022, we filed an action to confirm an arbitration award against GDB Home Inspectors, LLC and Gerald Robbins (collectively, the “Robbins Respondents”). On February 11, 2022, the court confirmed the arbitration award, entered a judgment against the Robbins Respondents, jointly and severally, for \$44,567.89, and entered a permanent injunction against the Robbins Respondents enforcing the non-complete through November 15, 2023, and other post-termination obligations under the Franchise Agreement.

Pillar To Post, Inc. v. Todd Freeberg and Future Abode, Inc., Case No. 21-CVS-3494, in the General Court of Justice Superior Court Division, Cabarrus County, North Carolina. On October 11, 2021, we filed an action to confirm an arbitration award and for breach of a settlement agreement against Todd Freeberg and Future Abode, Inc. (collectively, the “Freeberg Respondents”). On December 28, 2021, the Freeberg Respondents consented to confirmation of the arbitration award and asserted counterclaims for breach of the settlement agreement, breach of the implied covenant of good faith and fair dealing, invasion of privacy, and unfair and deceptive trade practices. On August 2, 2022, the parties entered into a settlement, pursuant to which the Freeberg Respondents agreed to pay Pillar To Post \$10,000, Pillar To Post agreed that the permanent injunction enforcing the covenant not-to-compete previously awarded in arbitration had expired, and all claims asserted were dismissed and released.

KJ Loughery, Inc. v. Pillar To Post, Inc., AAA Case No. 01-17-0007-13731, American Arbitration Association. On December 4, 2017, KJ Loughery, Inc., a master franchisee, commenced an action against us before the American Arbitration Association (the “KJ Loughery Arbitration”) in Tampa, Florida. The arbitration demand asserted claims for wrongful non-renewal under the New Jersey Franchise Practices Act (“NJFPA”), unreasonable standards of performance under the NJFPA, breach of certain master franchise agreements, breach of the implied covenant of good faith and fair dealing, and violation of the Florida Deceptive and Unfair Trade Practices Act. We filed an answering statement and counterclaim, which denied each claim and sought a declaratory judgment that the master franchise agreements would expire upon expiration of the current terms of those agreements. On February 26, 2018, the parties entered into a settlement, pursuant to which we agreed to purchase the master franchises in Pennsylvania and New Jersey from KJ Loughery, Inc., we agreed to waive any initial franchise fee for a unit franchise agreement between KJ Loughery, Inc. and Jim Loughery or his designee for a territory in New Jersey, and the parties agreed to dismiss and release all claims.

Governmental Actions

There are no actions required to be disclosed.

Pending Affiliate Actions

There are no actions required to be disclosed.

Prior Affiliate Actions

There are no actions required to be disclosed.

Affiliate Litigation Against Franchisees Commenced in the Past Fiscal Year

There are no actions required to be disclosed.

ITEM 4 - BANKRUPTCY

There are no bankruptcies required to be disclosed.

ITEM 5 - INITIAL FEES

You must pay us the initial franchise fee when the franchise agreement is signed. The amount of the initial franchise fee is \$45,900.00. The initial franchise fee is not refundable in whole or in part. Included in the initial franchise fee is the cost of initial training and access to certain Pillar To Post® proprietary manuals and computer software.

ITEM 6 - OTHER FEES

Name of Fee	Amount	Due Date	Remarks
Royalty (See Note A)	7% of Gross Revenues; minimum monthly payment of \$280 per month and, if applicable, minimum yearly payment of 7% of minimum Gross Revenues required by Franchise Agreement.	Monthly Royalty Fee payments due on the 10th business day of the next month for the previous month's revenues.	
Brand (See Note B)	4% of Gross Revenues; minimum monthly payment of \$160 per month and minimum yearly payment of up to 4% of minimum Gross Revenues required by Franchise Agreement.	Same as Royalty Fee.	
IT Fee (See Note C)	The current IT Fee is \$4.00 for each home inspection performed.	IT Fee payments due on the 10 th business day of the next month for home inspections	See Item 11. We may change or increase the IT Fee upon 90 days advance notice to you in the event the costs incurred by us in

Name of Fee	Amount	Due Date	Remarks
		performed in the previous month.	connection with providing such software are changed or increased, or when we determine that maintenance, repair or upgrade is required. In no event will the IT Fee be adjusted more than one time in any calendar year.
Inspection Numbers and Binders (See Note D)	The current cost of each Inspection Number and Binder is \$28.25.	Purchased as needed, typically twenty at a time. Invoiced as purchased.	Inspection numbers are purchased from and assigned by us. The cost of the inspection number includes the presentation binder that will be delivered through the designated supplier. You will be required to pay shipping and handling to the designated supplier to receive the binders. We may change or increase the cost of each inspection number and binder upon 90 days advance notice to you in the event the costs incurred by us are changed or increased.
EZ Book Connections (See Note E)	The current user fee is \$31.50 for each home inspection booked.	The user fees for EZBook Connections are due on the 10 th business day of the next month for services provided in the previous month.	EZBook Connections provides telephone answering and inspection booking services. See Item 11. You must schedule a minimum of 80% of your home inspections through EZBook Connections. We may change or increase the user fee for these services upon 90 days advance notice to you in the event the costs incurred by us are changed or increased. In no event will these fees be adjusted more than one time in any calendar year.

Name of Fee	Amount	Due Date	Remarks
PTP360 (See Note F)	The current fee is \$2.00 for each home inspection performed.	The fees for PTP360 are due on the 10 th business day of the next month for services provided in the previous month.	See Item 11. We may change or increase the fees for access to this software upon 90 days advance notice to you in the event the costs incurred by us are changed or increased, or when we determine that maintenance, repair or upgrade is required. In no event will these fees be adjusted more than one time in any calendar year.
PTP Floorplans (See Note F)	The current fee depends on the size of the house and is \$19.50 for houses less than 4,000 sq/ft; \$39.50 for houses between 4,001 – 6,000 sq/ft; \$74.50 for houses between 6,001 – 8,500 sq/ft; \$149.50 for houses between 8,501 – 13,501; and \$325.00 for houses greater than 13,501 sq/ft.	The fees for PTPFloorplan are due on the 10 th business day of the next month for services provided in the previous month.	See Item 11. We may change or increase the fees for access to this software upon 90 days advance notice to you in the event the costs incurred by us are changed or increased, or when we determine that maintenance, repair or upgrade is required. In no event will these fees be adjusted more than one time in any calendar year.
PTPVirtualOpen House (See Note F)	The current fee is \$10.00 for each PTPVirtualOpenHouse provided.	The fees for PTPVirtualOpenHouse are due on the 10 th business day of the next month for services provided in the previous month.	See Item 11. We may change or increase the fees for access to this software upon 90 days advance notice to you in the event the costs incurred by us are changed or increased, or when we determine that maintenance, repair or upgrade is required. In no event will these fees be adjusted more than one time in any calendar year.
Brand Conference (See Note G)	The registration fee for one person to attend the Brand Conference is typically between	The registration fee for one person to attend the Brand Conference is determined by us at	You are required to attend our Brand Conference, which is held annually at a

Name of Fee	Amount	Due Date	Remarks
	\$650 and \$1,100. The registration fee for the 2022 Brand Conference was \$850.	the beginning of each year for the Brand Conference scheduled the following calendar year. The registration fee is paid in 12 monthly installments from January through December each year.	location we choose. See Item 11.
Transfer (See Note H)	\$4,000	Due prior to consummation of transfer.	Payable when franchise is transferred.
Referral Fee (See Note I)	\$5,000	Due at closing of the transfer.	Payable if we refer a transferee to you.
Renewal (See Note J)	\$2,500	Due 1 year to 6 months prior to renewal.	You are required to pay an administrative fee upon renewal after the first 5 year term and each 5 year term thereafter.
Audit (See Note K)	Cost of audit, plus underpayment, plus interest of 18% on underpayment.	Due 30 days after billing.	Cost of audit payable only if audit shows underpayment of at least 2% of Gross Revenues for any month.
Transfer to entity wholly owned by Franchisee (See Note L)	\$1,000	Due prior to consummation of transfer.	Payable upon execution of transfer documents unless assignment occurs within 6 months of execution of the Franchise Agreement.
Miscellaneous Software (See Note M)	\$250 – \$850 annually	Licensing costs due as needed for Microsoft Office, antivirus software, other software licenses, and any maintenance, repairs or upgrades that are required.	See Item 11.
Interest on Late Payments	18% per annum calculated daily or maximum rate permitted by law	Due immediately.	This interest rate applies to any money you owe us after the due date.
Attorneys' Fees and other costs	Will vary under circumstances.	Due as incurred.	Payable if you fail to comply with the Franchise Agreement or if we are joined in a lawsuit based on

Name of Fee	Amount	Due Date	Remarks
			your operation of the franchise.
Indemnification	Will vary under circumstances.	Due as incurred.	You must reimburse us for our losses and expenses as a result of third party claims arising from your failures or breaches under the Franchise Agreement, your operation of the franchise and any other unauthorized acts.

In addition to the initial franchise fee described in Item 5, you will or may be required to make the payments described above. You pay all of these payments to us. All of the fees that you are required to pay are uniformly imposed. None of these payments are refundable.

The following describes in more detail the fees paid to us listed above.

Notes:

(A) You will be required to pay to us a continuing Royalty Fee equal to seven percent (7%) of the Gross Revenues of the franchised business, to be paid and accounted for monthly, or a minimum Royalty Fee payment of \$280 per month, whichever is greater. Payments for the previous month are due on the tenth (10th) business day of each month. We require you to pay continuing Royalty Fees by electronic funds transfer and you must provide all documentation required to authorize such electronic payments. You also may have to pay us a minimum yearly Royalty Fee payment equal to 7% of the minimum Gross Revenues required by the Franchise Agreement. You must generate Gross Revenues of at least: (a) Thirty Thousand Dollars (\$30,000) in the first twelve (12) months after execution of this Agreement; (b) Forty Thousand Dollars (\$40,000) in the second twelve (12) months after execution of this Agreement; (c) Fifty Thousand Dollars (\$50,000) in the third twelve (12) months after execution of this Agreement; (d) Sixty Thousand Dollars (\$60,000) in the fourth twelve (12) months after execution of this Agreement; and (e) Eighty Thousand Dollars (\$80,000) in the fifth twelve (12) months after execution of this Agreement. In the event you fail to generate the minimum Gross Revenues required for any particular twelve (12) month period of operation, you must pay us a minimum yearly Royalty Fee equal to seven percent (7%) of the minimum Gross Revenues required for that particular twelve (12) month period of operation less the total amount of monthly Royalty Fees paid by you for that particular twelve (12) month period of operation. You and us agree that if the data available from the National Association of Realtors or the local Multi Listing Service (“MLS”) for the smallest geographical area that encompasses your territory, or if such data is unavailable, from a source mutually agreed to by you and us that accounts for housing transactions in a geographical area that encompasses your territory, shows that housing transactions for the twelve (12) month period ending on the last day of the month prior to the month during which the contract year ended decreased by five percent (5%) or more as compared to the prior twelve (12) month period or if your business is materially affected by a personal or family hardship disclosed and, if appropriate,

documented to us prior to the end of the contract year, the minimum yearly Royalty Fee shall not be due. In such event, we shall meet within thirty (30) days of the end of the calendar year to develop a plan to address, among other things, the minimum revenue requirements for subsequent contract years and agree that in no event shall such minimums be less than the minimum Gross Revenues necessary to achieve an annual five percent (5%) growth in Gross Revenues based on actual Gross Revenues for the most-recently completed contract year. Sales volume requirements for renewal terms (or for Franchisees who acquired their Franchised Business through transfer from a Franchisee, rather than from the Franchisor) shall be modified to reflect the potential of an established market place, and such requirements shall be set forth in an Addendum to the renewal Franchise Agreement. The term "Gross Revenues" is defined in the Franchise Agreement as including all sums received by you from or arising out of the sale of all services and products sold or rendered by the franchised business, whether for cash or credit and regardless of collection in the case of credit, and all other income of every kind and nature related to the franchised business, excluding (i) gratuities paid by customers to employees of the franchised business during such period, and (ii) any sales taxes or other taxes collected by you during such period from your customers and paid to the appropriate authority.

(B) You will be required to pay a continuing Brand Fee to a promotion and advertising fund (the "Brand Fund") equal to up to four percent (4%) of the Gross Revenues of the franchised business, to be paid and accounted for monthly, or a minimum payment of \$160 per month, whichever is greater. Payments for the previous month are due on the tenth (10th) business day of each month. We require you to pay continuing Brand Fees by electronic funds transfer, and you must provide all documentation required to authorize such electronic payments. You also may have to pay a yearly Brand Fee to the Brand Fund equal to up to four percent (4%) of the minimum Gross Revenues required by the Franchise Agreement and set forth in Note (A) above. In the event you fail to generate the minimum Gross Revenues required for any particular twelve (12) month period of operation, you must pay the Brand Fund a minimum yearly Brand Fee equal to up to four percent (4%) of the minimum Gross Revenues required for that particular twelve (12) month period of operation less the total amount of monthly Brand Fees paid by you for that particular twelve (12) month period of operation. You and us agree that if the data available from the National Association of Realtors or the local Multi Listing Service ("MLS") for the smallest geographical area that encompasses your territory, or if such data is unavailable, from a source mutually agreed to by you and us that accounts for housing transactions in a geographical area that encompasses your territory, shows that housing transactions for the twelve (12) month period ending on the last day of the month prior to the month during which the contract year ended decreased by five percent (5%) or more as compared to the prior twelve (12) month period or if your business is materially affected by a personal or family hardship disclosed and, if appropriate, documented to us prior to the end of the contract year, the minimum yearly Brand Fee shall not be due. In such event, we will meet as provided in Note A above.

(C) You are required to pay us a continuing IT Fee for every home inspection performed by the franchised business. This fee includes the license and subscription fees necessary to provide you access to OnePoint, our proprietary bundle of software and related data storage that you are required to use in the operation of the franchised business. See Item 11. The current IT Fee is \$4.00 per inspection. Payments of the IT Fees for home inspections performed in the previous month are due on the tenth (10th) business day of each month. We require you to pay

continuing IT Fees by electronic funds transfer, and you must provide all documentation required to authorize such electronic payments. The IT Fee may be changed or increased by us upon 90 days advance notice to you in the event the costs incurred by us in connection with providing such software and data storage are changed or increased. The IT Fee will not be adjusted as provided above more than one (1) time in any calendar year, and any such adjustment shall be equally applied to all users. You must pay for the costs of computer, software and data storage maintenance, repairs, upgrades and updates, and there is no contractual limitation on the frequency or costs of these obligations in the Franchise Agreement.

(D) You are required to purchase inspection numbers from us. The current cost of each inspection number is \$28.25 and includes the presentation binder. You must use a new inspection number and binder for each home inspection performed by the Pillar To Post home inspection franchise. Inspection numbers and binders are purchased as needed, typically at least twenty at a time, and you will be invoiced as they are purchased. We require you to pay all invoices for inspection numbers and binders by electronic funds transfer, and you must provide all documentation required to authorize such electronic payments. You will receive the binders that you order directly from the designated supplier. You are required to pay the designated supplier separately for the shipping and handling associated with delivery of the binders to you. We may change or increase the cost of each inspection number and binder upon 90 days advance notice to you in the event the costs incurred by us are changed or increased. See Item 8.

(E) EZBook Connections provides you telephone answering and inspection booking services. You are required to pay us a user fee for each booked inspection. You are currently required to book a minimum of 80% of your home inspections through EZBook Connections. The current user fee is \$31.50 for each home inspection booked. Payments of the user fees are due on the tenth (10th) business day of each month for services provided the previous month. We require you to pay all invoices for the user fees by electronic funds transfer, and you must provide all documentation required to authorize such electronic payments. We may change or increase the user fee upon 90 days advance notice to you in the event the costs incurred by us are changed or increased. This fee will not be adjusted as provided above more than one (1) time in any calendar year, and any such adjustment shall be equally applied to all users.

(F) We provide you access to software that creates PTP360, PTPFloorplan, and PTP360 VirtualOpenHouse. PTP360 is included in each home inspection report. A PTPFloorplan can be included in the home inspection report at the election of the customer. A PTPVirtualOpenHouse is an additional service sold separately from a home inspection and can be packaged with a PTP360 Floorplan. See Item 11. You are required to pay us fees for access to this software. Payments of the fees are due on the tenth (10th) business day of each month for services provided the previous month. We require you to pay all invoices for these fees by electronic funds transfer and you must provide all documentation required to authorize such electronic payments. We may change or increase these fees upon 90 days advance notice to you in the event the costs incurred by us are changed or increased. These fees will not be adjusted as provided above more than one (1) time in any calendar year, and any such adjustment shall be equally applied to all users. You must pay for the costs of computers, software and data storage maintenance, repairs, upgrades and updates, and there is no contractual limitation on the frequency or costs of these obligations in the Franchise Agreement.

(G) You are required to attend our annual Brand Conference. See Item 11. The registration fee for one person to attend the Brand Conference is typically between \$850 and \$1,100, depending on costs and location. The registration fee for one person to attend the 2022 Brand Conference was \$850. We determine the registration fee for the Brand Conference at the beginning of each year for the conference scheduled the following calendar year. The registration fee is paid in twelve (12) monthly installments from January through December each year. We require you to pay all invoices for annual registration fees by electronic funds transfer, and you must provide all documentation required to authorize such electronic payments.

(H) In the event you wish to assign or transfer the Franchise Agreement (which we must approve in writing and which gives rise to a right of first refusal as described in Item 17 below), you must pay to us a transfer fee of \$4,000, intended to cover the reasonable costs and expenses associated with reviewing the application to transfer, including, without limitation, management, legal and accounting fees.

(I) If, prior to commencing serious negotiations with you or one of your principals, a transferee (or any individual associated with any transferee entity) was referred by Franchisor to Franchisee after having contact with us or a member of our franchise recruitment team, then you also must pay us an additional referral fee of \$5,000.

(J) You must, at a minimum of 6 months prior to your renewal date, inform us in writing that you will be renewing your franchise. If you do not inform us of your intent to renew, your franchise agreement may expire without the opportunity to renew. Upon such notice of your intent to renew, you must pay to us an administrative fee of \$2,500, intended to cover the reasonable costs and expenses associated with reviewing the application to renew, including, without limitation, management, legal and accounting fees.

(K) If we should cause an audit to be made for any period and the Gross Revenues and business transacted as shown by your reports of Gross Revenues and home inspections performed are found to be understated by more than two percent (2%), you must immediately pay for the cost of such audit as well as the additional amount payable as shown by such audit, plus interest from the date of underpayment; otherwise, the cost of such audit will be paid by us.

(L) Under limited circumstances, a Franchisee who is a natural person may assign this Agreement, the Pillar To Post home inspection franchise, and/or the Franchisee's rights and obligations hereunder on one occasion to a corporation, limited liability company or partnership organized by the Franchisee for that purpose only. Except for an assignment that occurs in the first 6 months after execution of the Franchise Agreement, the franchisee must pay a fee of \$1,000 intended to cover the reasonable costs and expenses associated with document preparation and review.

(M) You are required to have a computer system with the minimum required computer equipment described in Item 11 below. You must pay for the costs for computer and software maintenance, repairs, upgrades and updates, and there is no contractual limitation on the frequency or costs of these obligations in the Franchise Agreement.

ITEM 7 - ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Item	Amount	Method of Payment	When Due	To Whom Payment is Made
INITIAL FRANCHISE FEE (See Note A)	\$45,900	Lump Sum	Due at signing of Franchise Agreement.	Pillar To Post, Inc.
REAL ESTATE AND IMPROVEMENTS (See Note B)	Not Included in Total	N/A	N/A	N/A
PILLAR TO POST TOOL BUNDLE (See Note C)	\$3,000 - \$4,000	Lump Sum	Due prior to initial training.	Approved suppliers
LOCAL TOOL/EQUIPMENT PURCHASES (See Note D)	\$750	As Incurred	Due upon completion of initial training.	Various local suppliers
COMPUTER EQUIPMENT AND SOFTWARE (See Note E)	\$1,200 - \$2,450	As Incurred	Due prior to initial training.	Approved supplier
PTP360 EQUIPMENT PACKAGE (See Note F)	\$795	As Incurred	Due prior to initial training	Approved supplier
OFFICE EQUIPMENT, FURNITURE AND SUPPLIES (See Note G)	\$750- \$1,000	As Incurred	Due upon completion of initial training.	Various local suppliers
BUSINESS TELEPHONE SERVICE (See Note H)	\$190	One-Time Start-Up Fee and Monthly	Due upon set up of account and monthly thereafter	Approved supplier
FOUNDATIONS FOR SUCCESS MARKETING BUNDLE (See Note I)	\$1,725 - \$2,500	Lump Sum	Due at initial training.	Approved supplier
BUSINESS LICENSES AND NAME	\$300 - \$1,000	As Incurred	Due as incurred.	Various governmental authorities

Item	Amount	Method of Payment	When Due	To Whom Payment is Made
REGISTRATION (See Note J)				
FOUNDATIONS FOR SUCCESS AUTOMATED MARKETING CAMPAIGN (See Note K)	\$5,200 - \$7,500	Lump Sum	Due at initial training.	Approved supplier
PROFESSIONAL SERVICES (See Note L)	\$1,500 - \$2,500	As Incurred	Due as incurred	Various local suppliers
PILLAR TO POST ATTIRE (See Note M)	\$300	Lump Sum	Due upon completion of initial training.	Approved supplier
VARIOUS ACCOUNT SET UP FEES AND ORGANIZATION DUES (See Note N)	\$600	As Incurred	Due upon set up of accounts.	Various approved suppliers
ERRORS AND OMISSIONS AND OTHER INSURANCE PREMIUMS FOR FIRST 3 MONTHS (See Note))	\$750	Monthly, Quarterly or Yearly	Due upon set up of coverage.	Approved insurance carrier
PILLAR TO POST ANNUAL CONFERENCE AND REGIONAL MEETINGS (See Note P)	\$800 - \$3,000	As Incurred	Due as incurred.	Pillar To Post, Airlines, or Ground Transportation, Hotel
ADDITIONAL FUNDS - 3 MONTHS (See Note Q)	\$1,800 - \$5,000	As Incurred	Due as incurred.	Suppliers, Utilities, etc.
TOTAL	\$65,560 - \$78,235			

None of these payments is refundable.

Notes:

(A) The initial franchise fee is \$45,900. The initial franchise fee is not refundable in whole or in part.

(B) The vast majority of Pillar To Post franchisees operate their businesses from their homes, which we recommend. If you decide to operate your business from a location other than your home, you may lease office space. Typical locations are commercial areas or strip centers. Rent is estimated to be between \$20 and \$30 per square foot in most regions of the country, depending on factors such as size, condition and location of the leased premises. We suggest that your office be less than 1,000 square feet. If you choose to rent office space, we estimate leasehold improvements at between \$0 and \$7,500, depending on factors such as size, condition, location of the leased premises, and landlord contributions.

(C) You must purchase a set of specific tools from our approved supplier upon registering for initial training. This tools list will be provided to you at that time in the form of an order form with the approved supplier.

(D) In addition to the Pillar To Post tool bundle that you order from an approved supplier, you will receive a list of tools/equipment necessary to operate your franchised business that you must purchase from local suppliers of your choosing.

(E) Successful operation of your franchised business depends heavily upon the use of computers and the internet. Pillar To Post has a required inspection tablet computer, which will be sent to you prior to the start of the initial training and used during training. You will be required to purchase a monthly data plan to support your inspection tablet computer. You will also be required to purchase an additional office computer, the requirements of which are set forth in Item 11.

(F) You will be required to purchase from an approved supplier an equipment package to enable you to utilize PTP360 technology. The equipment package includes a 360° camera, tripod, bag and memory card. The current price for the equipment package is \$795.

(G) You will need to operate a home office with typical office equipment, which can be purchased locally from a supplier of your choice. This equipment includes, but is not limited to, a desk, desk chair, office printer, scanner, high-speed internet service, etc. You will also need to purchase office supplies including, but not limited to, paper, ink, pens, pencils, miscellaneous supplies, etc.

(H) You will be required to establish an account with our designated supplier to maintain two (2) business telephone lines that will be used in operation of the franchised business (the "Business Lines"). The current pricing for the Business Lines includes a one-time start-up fee of \$40 and a continuing monthly fee of \$49.97.

(I) You will be required to order a Foundations for Success Marketing Bundle from our approved supplier while you are in initial training. This bundle will include the materials you need for your start-up marketing program such as business cards, realtor brochures, face-to-face marketing materials, etc.

(J) You will need to obtain a business license and register an assumed or fictitious name for your business as required by state and local law.

(K) As part of your Foundations for Success start-up marketing program, you will be required to set up an account and utilize an automated, digital marketing campaign with our approved supplier. The cost of this campaign will vary depending on the number of names in your initial data base of realtor contacts. The cost of this campaign is paid for while you are in initial training.

(L) You may need to obtain professional services from an attorney and/or an accountant in connection with starting and setting up your business.

(M) You and your employees are required to wear approved Pillar To Post® branded shirts when meeting with clients and realtors, conducting inspections, and attending other business functions. You will order approved branded shirts of your choice from our approved suppliers prior to or upon completion of initial training.

(N) For the successful operation of your franchised business, you will want to maintain membership in various local trade organizations that will require annual dues. Examples of these organizations include the local Board of Realtors and national home inspection associations. Additionally, there are several suppliers utilized in the ongoing operation of your franchised business with whom you will need to set up accounts and, with some, there may be initial set-up fees involved.

(O) You must, prior to opening a franchised business and thereafter at all times during the entire term of the Franchise Agreement, and any renewal thereof, at your own expense, maintain in full force and effect, certain insurance policies, including (i) professional liability (errors and omissions) insurance, (ii) general liability insurance, including product liability insurance, (iii) commercial auto insurance, (iv) and business personal property insurance, insuring you and us against any liability that may accrue by reason of your operation of the franchised business. The required minimum amount of insurance coverage is currently \$1 million for professional liability coverage, \$1 million for general liability coverage, \$1 million for commercial auto coverage, and \$1 million for business personal property coverage. In addition, you must maintain workers' compensation insurance, employer's liability insurance, and such other insurance as may be required by law in the jurisdiction in which the franchised business is located. We will provide you with a list of all approved insurance carriers, and you must obtain all required insurance coverage from an insurance carrier approved by us. Currently, the approved list requires you to obtain your professional liability insurance and general liability insurance under an insurance program we have established with Citadel Inspector Pro. You will be required to obtain and maintain these policies of insurance, part of which will normally be required to be paid in advance. We estimate that the cost of professional liability insurance and general liability insurance will be \$750 for the first three (3) months and \$2,600 to \$3,000 for the first year. Because there can be substantial variations in the cost of insurance, you need to contact representatives of Citadel Inspector Pro and/or our other approved insurance carriers for further information.

Premiums are generally based on annual coverage and various monthly, quarterly or annual payment plans may be available.

(P) You are required to attend and participate in Pillar To Post's annual Brand Conference. You also are required to attend and participate in at least one (1) regional meeting each year. The costs necessary to attend these meetings will vary based on your location and the location of the meetings.

(Q) These additional funds may be used for expenses such as required state or local licensing or certification, additional training to satisfy state and local licensing requirements, and supervised inspections required to satisfy state and local licensing requirements. You are responsible for determining all licensing and certification requirements in your particular jurisdiction. We have estimated this amount of additional working capital based on our over 25 years of experience operating a home inspection franchise business.

The figures stated above do not include any provision for managerial salaries or draws by you based upon the assumption that you will be the full-time manager of the franchised business. They also do not include any applicable taxes.

ITEM 8 - RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You are required to use our OnePoint software platform in the operation of the Pillar To Post home inspection franchise. You must pay us an IT Fee for access to that software platform. The IT Fee includes the license and subscription fees necessary to provide the proprietary bundle of software and related cloud based data storage included in the software platform. See Items 6 and 11. We may designate another supplier or suppliers for the software and data storage that you must use in the operation of the franchised business. As of the effective date of this Franchise Disclosure Document, there are no other approved suppliers for software and data storage other than us.

You are required to purchase inspection numbers from us. You must use a new inspection number for each home inspection performed by the Pillar To Post home inspection franchise. The current cost is \$28.25 per inspection number and includes the presentation binder, which you will receive directly from our designated supplier, BFC Forms Service, Inc. ("BFC"). See Item 6. BFC is not affiliated with us. You are required to pay the designated supplier separately for the shipping and handling associated with delivery of the presentation binders to you. We may designate another supplier or suppliers for the inspection numbers or the presentation binders that you must use in the operation of the franchised business. As of the effective date of this Franchise Disclosure Document, there are no other approved suppliers for the inspection numbers other than us or for the presentation binders other than BFC.

You are required to use our telephone answering and inspection booking services called EZBook Connections in the operation of the Pillar To Post home inspection franchise. You must pay us a user fee for access to those services. See Items 6 and 11. We may designate another supplier or suppliers for the telephone answering and inspection booking services that you must

use in the operation of the franchised business. As of the effective date of this Franchise Disclosure Document, there are no other approved suppliers for telephone answering and inspection booking services other than us.

You are required to use software in the operation of the Pillar To Post home inspection franchise that creates PTP360, PTPFloorplan, and PTPVirtualOpenHouse from compatible 360° photos (the “PTP360 Software”). DocuSketch, the current supplier of the PTP360 Software, is not affiliated with us. You must pay us user fees for access to the PTP360 Software. See Items 6 and 11. We may designate another supplier or suppliers for the PTP360 Software that you must use in the operation of the franchised business. As of the effective date of this Franchise Disclosure Document, there are no other approved suppliers for the PTP360 Software.

You are required to purchase Pillar To Post marketing brochures, business cards, letterhead and other marketing materials from BFC, telephone services from Clarity Voice, branded clothing and promotional items from The Branding Company, vehicle wraps and signage from IDP Graphics, environmental laboratory services from EMSL Analytics, Inc., the PTPHomeManual application from Centriq, PTPEstimates services from Punchlist, professional liability insurance and general liability insurance under an insurance program with Citadel Inspector Pro, other required insurance from one of our designated insurance providers, an inspection tablet computer from our designated supplier, an infrared camera from our designated supplier, a 360° camera and equipment package from our designated supplier, and Premium and Prestige appliance recall checks from our designated supplier. These suppliers are not affiliated with us, and we may designate another supplier for any or all of these products, services or supplies. As of the date of this Franchise Disclosure Document, there are no other approved suppliers for these items.

The cost of the required products, services and supplies purchased in accordance with the Franchise Disclosure Document, the Franchise Agreement and the Operations Manual (“Manual”), including fees for products and services paid to us, represent approximately 64% of the total cost to establish your franchise and approximately 50% of the total cost to operate your franchise. For fiscal year ended December 31, 2022, we generated revenues of \$4,544,528 as a result of required purchases from approved suppliers, which is 39% of our total revenues of \$11,724,655. In 2022, these revenues were generated from payments from BFC for the difference between the retail cost for the materials supplied and the actual cost, minus a handling fee. We have negotiated purchase arrangements with the designated suppliers other than BFC that you are required to utilize in the operation of your business, which arrangements include the price terms.

You must order from the designated suppliers or other approved suppliers that we designate such initial inventory of Pillar To Post home inspection reports and binders, clothing apparel, marketing brochures and promotional supplies, business cards and letterhead, and vehicle wraps and signage as required by us in the Manual or otherwise in writing, or as may be provided in the Franchise Agreement. You must provide to us reasonable and timely proof of such orders.

All products sold or offered for sale by the franchised business must meet our then current standards and specifications as established in the Manual or otherwise in writing. We have the right to require you to purchase from approved suppliers or us other items as we may from time to time require for the operation of the franchised business. As of the date of this Franchise Disclosure

Document, there are no other products or services that must be purchased from approved suppliers or us. We provide specifications to the suppliers that we designate for all products.

You are required to maintain insurance coverage of the types and minimum amounts specified in the Manual, this Franchise Disclosure Document, the Franchise Agreement or supplementary notices. You are required to maintain all required insurance with insurance companies approved by us. All professional liability insurance and general liability insurance must be purchased under the insurance program we have established with Citadel Inspector Pro. All required insurance must name us as an additional insured and must provide that it may not be terminated, amended, canceled, or modified without at least fifteen (15) days prior written notice to us. You are required to provide certificates of insurance evidencing such coverage prior to the opening of the franchised business and thereafter at least fifteen (15) days prior to the expiration of any policy.

You must purchase and install, at your expense, all fixtures, furnishings, home inspection services equipment, other equipment (including, without limitation, a telephone, computer, proprietary software, etc.), decor, signs and vehicle wraps as we may reasonably direct from time to time. You are required to have a computer system with the minimum required computer equipment in Item 11 below, which we can modify and update at any time. You must pay for the costs for computer software maintenance, repairs, upgrades and updates and there is no contractual limitation on the frequency or cost of this obligation in the Franchise Agreement.

You must purchase all products and services needed in the franchised business and not covered in the discussion under this Item 8 solely from us or from suppliers who demonstrate to our continuing reasonable satisfaction the ability to meet our standards and specifications, who possess adequate quality controls and capacity to supply your needs promptly and reliably, and who have been approved by us in the Manual or otherwise in writing. If you desire to purchase products or services from other than approved suppliers, you must submit to us a written request to approve the proposed supplier, together with such information as we may reasonably require. We will have the right to require that our representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered for evaluation and testing either to us or to an independent testing facility designated by us. A charge not to exceed the reasonable cost of the evaluation and testing must be paid by you. We will, within ninety (90) days after receipt of such completed request and completion of such evaluation and testing (if required by us), notify you in writing of our approval or disapproval of the proposed supplier. Approval will not be unreasonably withheld. You must not sell or offer for sale any products or services of the proposed supplier until our written approval of the proposed supplier is received by you. We may from time to time revoke our approval of particular products or suppliers when we determine, in our sole discretion, that such products or suppliers no longer meet our standards. Upon receipt of written notice of such revocation, you must cease to purchase from the disapproved supplier.

We do not have any purchasing or distribution cooperatives.

Except as discussed above, we have no purchase arrangements with suppliers, nor do we negotiate purchase arrangements with suppliers for your benefit. You do not receive any material

benefit for using designated or approved sources. You are not required to purchase or lease any other goods or services from us or from a supplier designated by us.

There are no approved suppliers in which any of our officers or affiliates owns an interest.

ITEM 9 - FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in Agreement	Disclosure document item
a. Site selection and acquisition/Lease	Section 1	Item 7
b. Pre-opening purchases/leases	Section 7	Item 8
c. Site development and other pre-opening requirements	Not Applicable	Not Applicable
d. Initial and ongoing training	Section 6	Item 11
e. Opening	Section 5	Item 7
f. Fees	Section 4	Items 5 and 6
g. Compliance with standards and policies/operating manual	Sections 7 and 9	Item 16
h. Trademarks and proprietary information	Section 8	Item 13
i. Restrictions on products/ services offered	Section 7	Item 8
j. Warranty and customer service requirements	Not Applicable	Not Applicable
k. Territorial development and sales quotas	Section 15.2	Items 12 and 15
l. Ongoing product/service purchases	Section 7	Item 8
m. Maintenance, appearance and remodeling requirements	Sections 5 and 7	Item 8
n. Insurance	Section 13	Items 6 and 8
o. Advertising	Section 12	Item 11
p. Indemnification	Section 20, Exhibit B	Not Applicable
q. Owner's participation/management/staffing	Sections 7 and 17.1	Item 15
r. Records/reports	Section 11	Item 6
s. Inspections and audits	Sections 7.9, 11.4 and 15.2	Item 6
t. Transfer	Section 14	Items 6 and 17
u. Renewal	Section 2	Item 17
v. Post-termination obligations	Section 16	Item 17
w. Non-competition covenants	Section 17	Item 17
x. Dispute resolution	Section 25	Item 17

ITEM 10 - FINANCING

The only financing we offer is for the initial franchise fee owed to us for franchises operated within a non-exclusive territory, which is not offered for sale under this disclosure document. We

do not offer direct or indirect financing to franchisees for franchises operated within an exclusive territory. We do not arrange financing from other sources. We do not guarantee any of your notes, leases or obligations.

ITEM 11 - FRANCHISOR'S ASSISTANCE,
ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, Pillar To Post is not required to provide you with any assistance.

Pre-Opening Assistance

Before you open your business, we will:

1. Designate your territory (Franchise Agreement - Section 1 and Exhibit A).
2. Conduct a training program that you must satisfactorily complete prior to opening your business (Franchise Agreement - Section 6).
3. Supply our Manual (Franchise Agreement - Section 9).
4. Supply access to our computer software and data storage (Franchise Agreement - Section 9).

Although we are not bound to do so by the Franchise Agreement, we generally assist you in making the franchised business ready to commence operations. We estimate the typical length of time between the execution of the Franchise Agreement and the commencement of the franchised business is between seventy-five (75) and one hundred twenty-five (125) days. The factors that affect this time are state licensing, training, zoning or local ordinances, permitting, etc. The franchised business must be opened within one hundred twenty (120) days of the date you complete the initial training program.

You select your business site within your territory subject to our approval. The vast majority of Pillar To Post franchisees operate their businesses from their homes, which we recommend. In most cases, a franchisee's home is located within the territory discussed in Item 12 below. You must have our written approval to change the approved location of your business or to operate your business from a location outside of your territory. If you have not obtained an approved location for your business at the time that the Franchise Agreement is executed, you must obtain a location through purchase or lease that meets our then-current standards and specifications as determined by us in our sole subjective discretion exercised in good faith within sixty (60) days of the date the Franchise Agreement is executed. You must be open for business within one hundred twenty (120) days of the date you complete the initial training program. We can agree to extend this deadline for an additional sixty (60) days if we determine in our sole subjective discretion that your failure to obtain an approved location or open for business did not result from your failure to exercise due diligence or use your best efforts. If the site is not agreed

upon or if you are not open for business within these time periods, we can terminate the Franchise Agreement. We do not act as a lessor or lease property to you.

We consider a number of factors in deciding whether to approve a proposed location or a request to relocate an approved location. These factors include the general location, whether the location is located within or in close proximity to the territory, the size of the location, and other factors which we may consider relevant.

Post-Opening Assistance

During the operation of the franchised business, we will:

1. Develop new products, services and methods, and provide you with information about those developments (Franchise Agreement - Section 3).
2. Supply updates to our Manual (Franchise Agreement - Section 9).
3. Make available updates to our computer software and data storage or make available replacement software and data storage (Franchise Agreement - Section 9).
4. Administer a promotional and advertising program designed to promote and enhance the value of all franchised Pillar To Post home inspection businesses (Franchise Agreement - Section 12).

Advertising

We are not required to spend any amount on advertising in your territory. However, through a promotion and advertising fund (the "Brand Fund"), we make available advertising materials and services to us; we then make them available to you. Materials and services provided by the Brand Fund to all franchisees will include websites, social media presence, video tools, posters, brochures, search engine optimization, online reputation management and other miscellaneous items. You will receive certain samples at no charge. If you want additional copies, you must pay the associated costs.

You may develop advertising materials for your own use, at your own cost. We must approve the advertising materials in advance of you using the materials and the approval must be in writing. You are not required to participate in any local or regional advertising cooperative, and we do not have the power to require that cooperatives be formed, changed, dissolved or merged. However, we strongly recommend that you spend between three percent (3%) and eight percent (8%) of the Gross Revenues of the franchised business on local marketing in addition to the Brand Fund contributions discussed below. We also strongly recommend marketing cooperation with other franchisees as a way to further promote your business and the overall presence and awareness of the Pillar To Post brand in the market.

Occasionally, we provide for placement of advertising on behalf of the entire franchise system. However, most placement is done on a local basis, typically by individual franchisees. We

reserve the right to use fees paid to the Brand Fund to place advertising in national media (including broadcast, print or other media) at any time.

You will be required to pay a monthly Brand Fee to the Brand Fund equal to four percent (4%) of the monthly Gross Revenues of the franchised business, or a minimum payment of \$160 per month, whichever is greater. You also may have to pay a yearly Brand Fee to the Brand Fund. In the event you fail to generate the minimum Gross Revenues required for any particular twelve (12) month period of operation, you must pay the Brand Fund a minimum yearly Brand Fee equal to up to four percent (4%) of the minimum Gross Revenues required for that particular twelve (12) month period of operation less the total amount of monthly Brand Fees paid by you for that particular twelve (12) month period of operation. In the event that the data available from the National Association of Realtors or the local Multi Listing Service (“MLS”) for the smallest geographical area that encompasses your territory, or if such data is unavailable, from a source mutually agreed to by you and us that accounts for housing transactions in a geographical area that encompasses your territory, shows that housing transactions for the twelve (12) month period ending on the last day of the month prior to the month during which the contract year ended decreased by five percent (5%) or more as compared to the prior twelve (12) month period or if your business is materially affected by a personal or family hardship disclosed and, if appropriate, documented to us prior to the end of the contract year, the minimum yearly Brand Fee shall not be due.

We administer the Brand Fund in the following manner:

1. We will direct all promotion and advertising programs, with sole discretion over the concepts, materials, and media used in such programs and the placement and allocation of these materials. The Brand Fund is intended to maximize general public recognition, acceptance, and use of the System, particularly within the real estate industry. We are not obligated, in administering the Brand Fund, to make expenditures that are equivalent or proportionate to each franchisee’s contribution, or to ensure that any particular franchisee benefits directly or pro rata from expenditures by the Brand Fund.

2. The Brand Fund, all contributions to it, and any earnings on the funds, will be used exclusively to meet any and all costs of maintaining, administering, directing, conducting, and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities which we believe will enhance the image of the System, including, among other things, the costs of preparing and conducting media advertising campaigns; direct mail advertising; marketing surveys; employing advertising and/or public relations agencies to assist in the promotions; purchasing promotional items; employing agencies specializing in search engine optimization, online reputation management and other online marketing services, and providing promotional and other marketing materials, websites, social media presence and services to the businesses operating under the System. No part of the Brand Fund will be used for solicitation of franchise sales.

3. You must contribute to the Brand Fund by separate EFT made payable to the Brand Fund. All sums paid by franchisees to the Brand Fund will be maintained in a segregated account separate from our other accounts. Except for the reasonable expenses and overhead incurred to

administer the Brand Fund discussed below, the Brand Fund and any earnings will not otherwise inure to the benefit of us. We currently do not operate any company-owned units. To the extent that we do so in the future, the company-owned units will be required to contribute to the Brand Fund on the same basis as franchisees. Separate bookkeeping accounts will be maintained for the Brand Fund. Any fund balance not spent in the fiscal year in which it accrues is carried over for use in future fiscal years. An annual financial statement of the Brand Fund, which is reviewed but not audited, will be made available to the Chairman and Vice-Chairman of the Franchise Advisory Council, a representative body of franchisees. During the last fiscal year of the Brand Fund (ending on December 31, 2022), the Brand Fund spent 17% on national media placement, 13% on real estate industry alliances/tradeshows, 32% on marketing services directly benefitting franchisees, including search engine optimization (SEO) services, online reputation management services, social media services, public relations (PR) services, and other creative content), 24% on Administration, and 14% on miscellaneous marketing expenses.

4. The Brand Fund may be used to compensate us for reasonable expenses and overhead incurred for accounting, collection, bookkeeping, reporting and legal services which we provide to the Brand Fund to support marketing activities and for out-of-pocket expenses. In addition, we may provide products and services to the Brand Fund, including Pillar To Post brochures and web-hosting services. Any such products or services provided by us will be provided at a cost comparable to those costs that the Brand Fund would otherwise incur if the products or services were obtained from unaffiliated third parties.

Computer Requirements

You are required to have a computer system that includes:

Inspection Tablet

The required inspection tablet is an important business tool to be used in the field to input inspection information and to print the home inspection report on site at the inspection. The standards for the inspection tablet change from time to time according to our software requirements, manufacturer availability and changes in available technology. You will order the prescribed inspection tablet directly from our designated supplier for delivery to you before the start of the Initial Training Program. Your inspection tablet will be set up with the proprietary software described below. The estimated cost to purchase the inspection tablet is between \$1,200 and \$1,400, which includes a protective case and other accessories. The cost of one (1) inspection tablet is included in the initial franchise fee. You must pay for the costs of any computer maintenance, repairs, upgrades and updates that we may require from time to time, and there are no contractual limitations on the frequency or costs of these obligations in the Franchise Agreement. Additionally, you will also be required to purchase a monthly data plan to support internet access to your inspection tablet. The estimated cost of the data plan is \$50 per month.

Office Computer

The minimum requirements for the office computer are:

Component	Requirement
Computer and processor	Windows PC: Intel i5 or i7 processor, dual core minimum (i7 recommended) Apple: Apple Silicon M1 OR Intel Core i5/i7 (M1 Recommended)
Memory	8 GB or higher
Hard disk	256GB solid state or higher
Display	VGA or compatible
Operating system	Windows 10 or MacOS/X (latest version)
Software	Office 2019 OR Microsoft M365 Subscription Adobe Acrobat Reader DC Antivirus (Cylance, Carbon Black recommended)
Internet connection	Broadband Internet Access, minimum 10 Mbps download

The standards for the office computer change from time to time according to our software requirements and changes in available technology. The estimated cost to purchase the office computer and other office computer equipment, including mobile printer that enables each home inspection report to be delivered in color at the time and location of the inspection, is \$1,000 – \$2,000. You must pay for the costs of any computer maintenance, repairs, upgrades and updates that we may require from time to time, and there is no contractual limitations on the frequency or costs of these obligations in the Franchise Agreement. Additionally, the office computer will require internet access.

Software and Data Storage

You must use computer software and data storage that will be made available or designated by us from time to time. You must pay for the costs of any software or data storage maintenance, repairs, upgrades and updates that we may require from time to time, and there is no contractual limitations on the frequency or costs of these obligations in the Franchise Agreement.

We provide you access to our OnePoint software platform, which is a proprietary bundle of software that includes Salesforce.com, DocuSign, Schedulo, Amazon cloud services and other third-party software. OnePoint provides you a complete software platform for marketing your business; booking, confirming and communicating with your customers and referral sources; creating, executing and managing your agreements with customers; creating invoices and processing payments; and creating home inspection reports that must be printed in color and presented on site at the time of the inspection and further delivered in other electronic formats. We also provide you access to software provided by DocuSketch that creates PTP360, PTPFloorplan, and PTPVirtualOpenHouse from compatible 360° photos (the “PTP360 Software”). OnePoint and the PTP360 Software utilize cloud-based storage and are interactive with most mobile devices. You are required to use OnePoint and the PTP360 Software in the operation of the franchised business. The cost of the licensing and subscription fees paid by us to provide you access to

OnePoint and the related data storage is included in the continuing IT Fee. The costs of the licensing and subscription fees paid by us to provide you access to the PTP360 Software is included in user fees that are paid separately. See Item 6. We will provide ongoing maintenance, repairs, upgrades or updates for the software and data storage. You must pay for the costs of any software or data storage maintenance, repairs, upgrades and updates that we may require from time to time, and there is no contractual limitation on the frequency or costs of these obligations in the Franchise Agreement.

We own and have independent access to the information and data generated and stored by the software that we provide, including customer lists and other customer information, and there are no contractual limitations on our right to access or use this information. Upon expiration or termination of the Franchise Agreement, you may receive electronic copies of each home inspection report prepared by the franchised business using the OnePoint software platform that we provide in pdf or other useable format if requested within 90 days of expiration or termination.

Answering and Inspection Booking Services

We provide telephone answering and inspection booking services called EZBook Connections, which provides call center and first-level customer engagement, consultation and inspection booking services for your franchised business. You are required to use EZBook Connections in the operation of your franchised business. There are separate user fees for these services due monthly. After a period of 2 years and in the event your business grows to a level where we determine that it has appropriate front line and managerial staff to handle telephone answering and inspection booking services at the local level, you may apply to have your front-line staff trained and certified to handle your own telephone answering and inspection booking services using the Pillar To Post EZBook Direct standards or such other standards and specifications established by us from time to time.

Operating Manual

We will loan you a copy of the Manual that contains mandatory and suggested specifications, standards and procedures. The Manual is confidential and remains our property. We will modify the Manual from time to time, but the modification will not alter your status and rights under the Franchise Agreement. The total number of pages in the Manual is 13, and it contains links to other information. The table of contents is attached as Exhibit C.

Employment Decisions

You are at all times responsible for all employment decisions related to your Pillar To Post home inspection franchise, including, but not limited to, hiring, firing, training, promotion, remuneration, compliance with laws (including without limitation wage and hour requirements and human rights legislation), recordkeeping, supervision and discipline of employees.

Training

Prior to your actual commencement of business operations, you (or, if the franchised business is a corporation or limited liability company, then the manager designated by you and acceptable to us, or if a partnership, then 50% of the partners) must successfully complete our training program for new franchisees. Additionally, a minimum of at least eighty percent (80%) of all your employees must successfully complete, at your expense, our training program.

This training program consists of up to eight (8) weeks of instruction and training on the marketing, management and operation of the franchised business, including procedures for inspection of single-family and multi-family residences. The training program will take place through our live virtual training environment and is coupled with online learning through our AHIT and OnePoint Learning Academy (OPLA) online platforms. We will not pay compensation for any services performed by you in connection with and during such training. You must satisfactorily complete such training to our sole, subjective satisfaction, exercised in good faith. The training program is held monthly, as needed.

TRAINING PROGRAM FOR NEW FRANCHISEES

COLUMN 1 SUBJECT	COLUMN 2 HOURS OF CLASSROOM TRAINING	COLUMN 3 HOURS OF ON- THE-JOB TRAINING	COLUMN 4 LOCATION
Home Inspection Overview	4.5	N/A	Your home office
The Inspection Process	45	N/A	Your home office
Exterior Inspection	6.5	11.5	Your home office
Roofing Inspection	8	8	Your home office
Structure Inspection	7	13	Your home office
Plumbing System	8	13	Your home office
Electrical System	9	16	Your home office
Interior Inspection	2	10	Your home office
Insulation & Ventilation Inspection	2	3.5	Your home office
Pool, Spa & Irrigation	2	4.5	Your home office
SOP (Standard of Practice)	3	2.5	Your home office
Reporting Writing	8	N/A	Your home office
Ethics/Standards	1	N/A	Your home office
Business Building & Practices (Sales and Marketing and Business Operations)	58.5	8	Your home office
Practice Inspections (14 inspections)	N/A	62	Your home territory
Practice Inspections, Review and Coaching	6	N/A	Your home office

Instructors' experience:

Chuck Gravely, P.Eng., M.Eng., is a licensed professional engineer with a Master of Structural Engineering degree from McGill University. He is a licensed instructor for the Ontario Real Estate Association. Prior to joining Pillar To Post, Mr. Gravely owned his own building inspection business before founding Clarus Group, a technical writing company that focuses on the building industry. He has created and taught hundreds of residential and commercial inspection training courses for home inspection businesses. In 2002, he joined Pillar To Post's technical development and training team. In 2014, he became Vice President of Technical Standards and Development and oversees Pillar To Post's technical team, including development and implementation of Pillar To Post's home inspection reporting system.

Jay Gregg, Director of Franchise Development at Pillar To Post, is a former Pillar To Post franchisee who operated his franchised business for 6 years and conducted over 2,000 home inspections. He holds a NHI designation and is WETT and Radon certified. Prior to joining Pillar To Post, he earned a 3 year diploma in Business Administration, majoring in marketing, and was employed in various national marketing roles in the building products industry. After selling his franchise, he joined Pillar To Post. He served as Director of Marketing for 4 years before being named to his current position, where he is responsible for training and ongoing support of new franchisees.

Trevor Welby-Solomon studied architecture at the University of Cape Town, Cape Town, RSA from 1965 to 1970. He also studied computer programming and systems analysis at the Toronto School of Business. He trained as a home inspector at Durham College in Whitley, Ontario and became a Certified Home Inspector in 1994. He is also a Certified Environmental Inspector, a Certified Reserve Planner and a Registered Home Inspector. He joined Pillar To Post in 1999, and served in various capacities, including Vice President Technical Development, Training and Support until 2014. Mr. Welby-Solomon continues to be involved as a trainer with the company.

Kimberley Baker, Vice President Learning, Development & Communications, has a Bachelor of Arts degree from McMaster University. She joined Pillar To Post in 2006. She has prior experience with adult learning and education. She is responsible for development and implementation of the Pillar To Post in-house and on-line training programs.

Graham Clarke is a licensed Professional Engineer with a degree in mechanical engineering and a certificate in building science from the University of Toronto. Mr. Clarke has been active in the home inspection industry since 1989. Prior to joining Pillar To Post, Mr. Clarke managed a large, multi-inspector company for many years before starting his own engineering and inspection company. He is an instructor in the home inspection program at Seneca College and is a regular speaker at home inspection conferences across North America. He is a Past President of the Ontario Association of Home Inspectors, and the current President of the Canadian Association of Home and Property Inspectors. Mr. Clarke holds the following designations: Consulting Engineer, Registered Home Inspector, ASHI Certified Inspector, and New Construction Inspector.

John MacDonald has owned a Pillar To Post franchise in Toronto, Ontario, Canada since 2009. He provides practical field training for new franchisees, including introduction to the Pillar

To Post system, brand experience, and home inspection process. He holds an undergraduate degree from Lakehead University and a business certificate from Humber College.

Randy Weaver has a Bachelor of Arts degree in Education from Ohio State University. Prior to joining Pillar To Post, he worked for Handyman Connection from 2006 to 2011 in a Training/Startup role and as General Manager. He was responsible for restructuring and delivering the initial training program for new franchisees and creating customer service training programs system-wide.

Ken Belleman has worked in the franchise service industry for over 25 years. His experience includes work in the restaurant, commercial cleaning, handyman, home inspection and electrical services industries. He has a Bachelor of Arts degree from Xavier University with a double major in History and Secondary Education. He has served as Director of Training and Vice President of Operations for House Doctors and Sparkling Image, initiating and improving various training programs for new franchisees and operational support for those franchise systems. He joined Pillar To Post as Start-Up Director in 2014.

John Verdon, Vice President Marketing, has a Masters in Business Administration from Babson College and a Bachelor of Arts from University of Western Ontario. He has over 20 years of experience working in advertising and marketing for major brands like Molson, Labatt and Lakeport, and for over 200 franchise restaurants.

Jeff Sholdice, Vice President Finance & Internal Operations, has over 25 years of financial and operations leadership experience. He is an owner of a Great Clips franchise and prior Instructor of Finance and Accounting at Sheridan College. Mr. Sholdice is a Certified Public Accountant and holds a Certified Management Accountant designation.

You also must attend additional required training courses, webinars, seminars and programs as we may require in our sole discretion from time to time. Except for the cost of instructors and training materials, you must pay all expenses incurred to attend these programs, including applicable registration fees, transportation, lodging, meals and wages.

We will also hold conferences, additional training courses, webinars or seminars to discuss and instruct you in sales techniques, personnel training, bookkeeping, accounting, inventory control, performance standards, advertising programs, merchandising procedures, new procedures for inspections, new products, new services, marketing, and general operating procedures. You will be required from time to time to attend these conferences, additional training courses, webinars or seminars which we deem, in our reasonable judgment, to be of major importance to the operation of your franchised business. Currently, we require you to attend an annual convention called Brand Conference and one (1) regional meeting, annually, unless we have approved otherwise in our discretion. You must pay the registration fee for one person to attend the Brand Conference annually. If you cannot attend for any reason, you will still be required to pay the registration fee and a non-attendance fee. You must pay any registration/training fee and all your travel and living expenses associated with any required conference, training course, seminar or meeting. These events are held at locations in the United States and Canada chosen by us.

We have established mandatory continuing education requirements for franchisees and their employees to assist in maintaining a standard of excellence in home inspection services. The specific requirements are set forth in the Manual. These requirements may be met through Pillar To Post sponsored events or through seminars and conferences sponsored by professional associations for home inspectors. Additionally, all franchisees and their inspector/employees are required to seek and maintain membership in good standing in a professional association for home inspectors that is approved by us.

ITEM 12 - TERRITORY

Prior to the execution of the Franchise Agreement, we will designate the size and location of the exclusive territory, which will be set forth on a map attached to the Franchise Agreement. We will design your territory by first considering the boundaries established in your area by local boards of realtors. Your territory will ultimately consist of a geographical area typically defined by counties and/or zip codes. There is no standard size of an exclusive territory. You are not allowed to operate the franchised business outside the exclusive territory without our prior written consent. We will not open, operate or franchise others to open or operate a Pillar To Post home inspection franchise within your exclusive territory so long as you are not in default of any provision of the Franchise Agreement.

Except as provided above, you are not granted any rights in connection with the franchised business. You may not solicit orders within another franchisee's territory. If you do, you are subject to termination. We currently do not operate any company-owned units, and therefore, do not solicit orders within your exclusive territory. To the extent we do so in the future, we will not solicit orders within your exclusive territory provided that you are not in default of any provision of the Franchise Agreement.

The exclusive territory is important to both you and to us. Unlike a traditional retail business where the customer comes to you, the franchised business will require you to go to the customer. Additionally, the best referral sources, including real estate brokers, real estate agents, attorneys, mortgage brokers, bankers, insurance agents, and relocation agencies will also be located throughout the exclusive territory. Thus, the franchised business will be operated throughout the geographical boundaries of the territory, not exclusively from the Approved Location.

You must generate Gross Revenues of at least \$30,000 within the first 12 months of the signing of the Franchise Agreement; \$40,000 in the second 12 months; \$50,000 in the third 12 months; \$60,000 in the fourth 12 months; and \$80,000 in the fifth 12 months. These minimum Gross Revenues requirements apply only to the initial term of the Franchise Agreement. In renewal terms, and in the case of the transfer by you of an established territory, the sales volume requirements may be adjusted to reflect the potential of an established market. If you fail to generate Gross Revenues equal to or in excess of the minimum Gross Revenues requirements in the Franchise Agreement, we, at our option, may operate or license other franchisees to operate Pillar To Post home inspection franchises inside of the exclusive territory.

You do not receive the right to acquire additional franchises.

You are not permitted to relocate the exclusive territory of your franchised business. The vast majority of Pillar To Post franchisees operate their businesses from their homes, which we recommend. If you move, you will be permitted to relocate the Approved Location of your franchise to the new address of your home provided that you notify us in advance and your new address is within your exclusive territory.

Except for rights expressly granted to you under the Franchise Agreement, we retain all of our rights and discretion with respect to the Trademarks, the Pillar To Post system, and Pillar To Post franchises wherever located, including the right to (a) operate, and grant others the right to operate, Pillar To Post franchises at locations and on terms and conditions we deem appropriate; (b) sell any products or services under the Trademarks or under any other trademarks, service marks or trade dress, through other channels of distribution; and (c) operate, and grant to others the right to operate, home inspection businesses identified by trademarks, service marks or trade dress, other than the Trademarks, under terms and conditions we deem appropriate.

Although we have not done so, we and our affiliates may sell products under the Trademarks through any method of distribution other than a dedicated Pillar To Post franchise, including sales through such channels of distribution as the internet, catalog sales, telemarketing, or other direct marketing sales (together, “alternative distribution channels”). You may not use alternative distribution channels to make sales except as described in the following paragraph and you will receive no compensation for our sales through alternative distribution channels.

If we engage in electronic commerce through any internet, world wide web or other computer network site or sell through any other alternative distribution channel, we will offer any order for services calling for performance in your exclusive territory to you at the price we establish. If you choose not to fulfill the order at the price we establish or are unable to do so, then we, one of our affiliates or a third party we designate (including another Pillar To Post franchise) may fulfill the order, and you will be entitled to no compensation in connection with that order.

We and our affiliates can use alternative channels of distribution to make sales of products or services under trademarks different from the Trademarks you will use under the Franchise Agreement, but we and our affiliates have not yet made any sales of this type.

ITEM 13 - TRADEMARKS

You are granted the right to open and operate a home inspection business under the name “Pillar To Post Home Inspectors.” You may also use our other current or future Trademarks to operate your business. By Trademarks, we mean trade names, trademarks, service marks and logos used to identify your service. One of the Trademarks and logo appear in the upper left-hand corner of the front page of this Franchise Disclosure Document. On February 27, 1996, the Trademark “Pillar To Post Professional Home Inspection” was registered on the United States Patent and Trademark Office (“USPTO”) principal register, registration number 1,958,951. On September 30, 2014, the Trademark “Pillar To Post Home Inspectors” was registered on the USPTO principal register, registration number 4614467. Our affiliate, Pillar To Post (Canada), currently owns both of the registered marks. We have the exclusive license to use and license others to use both of the registered marks in the United States.

All required affidavits of use and renewals have been filed.

You must follow our rules when you use the Trademarks. You cannot use a name or mark as part of a corporate name or with modifying words, designs or symbols except for those that are licensed to you under the Franchise Agreement. You may not use the Trademarks in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us.

The Trademarks are not subject to any presently effective determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, any state trademark administrator or any court; nor are they subject to any pending interference, opposition, or cancellation proceeding or material litigation that limits or restricts our right to use the Trademarks.

There are no currently effective agreements presently in effect that would limit the rights of us to use or license the use of the Trademarks.

We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you. You must promptly notify us of any unauthorized use of the Trademark, any challenge to the validity of the Trademarks, or any challenge to our ownership of or right to use and to license others to use, our right to use, or your right to use, the Trademarks. We will take the action we think is appropriate. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Trademarks. While we are not required to defend you against a claim against your use of the Trademarks, we will reimburse you for your liability and reasonable costs in connection with defending the Trademarks. To be reimbursed, you must have notified us immediately when you learned about the infringement or challenge. However, if we determine, in our sole discretion, that you have not used the Trademarks in accordance with the Franchise Agreement, the cost of such defense, including the cost of any judgment or settlement, will be borne by you.

You must modify or discontinue the use of the Trademarks if we modify or discontinue them. You must not directly or indirectly contest our right to the Trademarks, trade secrets or business techniques that are a part of the Pillar To Post System and franchised businesses.

We do not know of any infringing uses that would materially affect your use of the Trademarks.

In addition to the above, we have claimed exclusive use of “pillartopost” as an internet domain name and have restricted your rights to use of our Trademarks on public computer networks. You may not establish or maintain a world wide web site, social media presence, email address, or otherwise establish or maintain a presence or advertise on the internet or any other public computer network in connection with the franchised business without our prior written approval. There are a number of restrictions in this regard, as set forth in Section 12 of the Franchise Agreement, and as addressed in Chapter One of the Manual.

ITEM 14 - PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights

We hold no patents. We have registered no copyright with the United States Copyright Office. However, we claim copyrights on certain forms, advertisements, promotional materials and other written materials. We also claim copyrights and other proprietary rights in the Manual.

There are no agreements currently in effect which significantly limit your right to use any of our copyrights. Also, there are no currently effective determinations of the USPTO, the U.S. Copyright Office (Library of Congress) or any court pertaining to or affecting any of our copyrights discussed above. As of the date of this Franchise Disclosure Document, we are unaware of any infringing uses of or superior previous rights to any of our copyrights that could materially affect your use of them in any state.

Your and our obligations to protect your rights to use our copyrights are the same as the obligations for Trademarks described in Item 13 above.

Confidential Information

You may never – during the initial term, any renewal term or after the Franchise Agreement expires or is terminated – reveal any of our confidential information, including trade secrets, to another person or use it for any other purpose or business. You may not copy any of our confidential information or give it to a third party except as we authorize. All persons affiliated with you must sign our Confidentiality/Non-Competition Agreement. See Exhibit G-5.

Our confidential information will include products, services, equipment, technologies, procedures and strategies relating to the operation of a Pillar To Post franchise; systems of operation, services, programs, products, procedures, policies, standards, techniques, requirements and specifications that are part of the Pillar To Post System; the Manual; records of customers and referral sources; billings; methods of advertising and promotion; instructional materials; and other matters.

ITEM 15 - OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

You are obligated to participate in the actual operation of the franchised business on an exclusive and full-time basis (minimum of 40 hours per week) during normal business hours. This obligation begins with your attendance at the Initial Training Program and precludes any other part-time employment or other work commitment. You must successfully complete our Initial Training Program and complete the “Foundations for Success” start-up program. In the case of a corporation, limited liability company or partnership franchisee, the direct, on-site supervision must be done by a person who owns a beneficial interest of at least one-half of the corporation, limited liability company or partnership entity, and must have taken the initial training course. That person must participate in the actual operation of the franchised business on an exclusive and

full-time basis during normal business hours. In the case of a corporation, all shareholders, in the case of a limited liability company, all members, and in the case of a partnership, all partners, must sign a personal guarantee in the form of Exhibit G-1.

Neither you nor the "on-premises" manager can have an interest in or business relationship with any of Pillar To Post's business competitors. In the case of a corporation, all shareholders, in the case of a limited liability company, all members, and in the case of a partnership, all partners, must sign a Confidentiality/Non-Disclosure Agreement in the form of Exhibit G-5. The manager or supervisor must sign the same form Confidentiality/Non-Disclosure Agreement (Exhibit G-5) to maintain confidentiality of the proprietary information and trade secrets described in Item 14 and conform to the covenants not to compete described in Item 17. The manager or supervisor, the officers, directors and shareholders of a corporate franchisee, the officers, managers and members of a limited liability company, the general and limited partners of a limited partnership franchisee and each individual who owns a 5% or greater interest in the franchise entity must sign an agreement with covenants similar in substance to those set forth in Section 17 of the Franchise Agreement assuming and agreeing to discharge all obligations of the "Franchisee" under the Franchise Agreement.

ITEM 16 - RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require you to offer and sell only those goods and services which we have approved (see Item 9).

You must offer all goods and services that we designate for all franchisees. These required services are in the area of home inspections and related added services, including mold testing, radon testing, and other health and safety-related services. You must offer all goods and services in accordance with our brand standards and operating basics, and all other mandatory policies, practices, procedures, regulations and specifications that we may establish from time to time. You must offer the Plus, Premium and Prestige packages of goods and services or such other packages of goods and services as we establish from time to time in accordance with our mandatory policies, practices, procedures, regulations and specifications. Any other goods or services used or offered in connection with your home inspection services must be approved by us prior to you using or offering them (see Item 8).

We have the right to add additional authorized services and products that are compatible with a home inspection business that you are required to offer. There are no limits on our right to do so.

There are no restrictions as to the identity of the customers to whom you may offer or sell your products or services, except you are restricted to solicit those customers only in your territory.

You must avoid conflicts of interest by neither accepting or offering commissions or allowances, directly or indirectly, nor recommending or referring any form of repair or replacement of parts of any home inspected by the franchised business to yourself or any other person or entity.

**ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND
DISPUTE RESOLUTION**

This table lists certain important provisions of the franchise agreement and related agreements. You should read these provisions in the agreements attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

Provision	Section in the Franchise Agreement	Summary
a. Length of the franchise term	Section 2	5 years
b. Renewal or extension of the term	Section 2	If you are in good standing you can add additional terms (up to 5) of 5 years each.
c. Requirements for you to renew or extend	Section 2	<p>You must:</p> <ul style="list-style-type: none"> a. provide written notice 6 months prior to expiration of current term, b. be in full compliance, c. be current on all monetary obligations, d. pay renewal fee of \$2,500, and e. sign general release in form of Exhibit G-5 to Franchise Agreement. <p>You may be asked to sign a contract with materially different terms and conditions than your original contract. The Royalty Fee, Brand Fee, IT Fee and other fees on renewal will not be greater than the fees that we then impose on similarly-situated renewing franchisees. The boundaries of the territory may be modified to address changes in the market and current market conditions.</p>
d. Termination by franchisee	None	You may terminate the Franchise Agreement only if allowed to by law.
e. Termination by franchisor without cause	None	Not applicable.
f. Termination by franchisor with cause	Section 15	We may terminate only if you default. The Franchise Agreement describes defaults throughout. Please read it carefully.
g. "Cause" defined – curable defaults	Sections 15.4 and 15.5	You have 10 days to cure monetary and financial defaults and 30 days to cure all other defaults except for non-curable defaults listed in the Franchise Agreement and h. below.

Provision	Section in the Franchise Agreement	Summary
h. "Cause" defined – non-curable defaults	Sections 15.1 and 15.2	<p>Automatic without notice: insolvency, bankruptcy, assignment for the benefit of creditors, receivership, dissolution or levy.</p> <p>By notice if:</p> <ul style="list-style-type: none"> a. you fail to satisfactorily complete initial on-site training or the “Foundations for Success” start-up program, b. you fail to timely obtain an approved location or open, c. you cease to operate or abandon the franchised business, d. you are convicted of a crime, e. there is a threat of danger to public health or safety that results from continued operation, f. you transfer any interest in the franchised business without our consent, g. you fail to comply with laws regulating home inspectors or you recommend yourself, another franchisee or any other person or entity to effect repairs identified in any inspection report, h. you do not timely effectuate an approved transfer, i. you fail to comply with Section 17.2 of the Franchise Agreement or obtain execution of required confidentiality agreements, j. you divulge confidential information except as allowed in Sections 9 and 10 of the Franchise Agreement, k. you maintain false books or records or submit false reports, l. you misuse trademarks and proprietary information, m. you refuse to permit us to inspect your business premises or books and records, n. you fail to maintain adequate insurance, o. you receive 3 or more notices to cure during a 12 month period,

Provision	Section in the Franchise Agreement	Summary
		<p>p. you fail to implement each new or changed software requirement, or</p> <p>q. you fail to attend required conferences, meetings, training courses, seminars and programs.</p> <p>Termination of exclusive rights under Franchise Agreement by notice if you fail to satisfy the minimum requirements related to Gross Revenues.</p>
i. Franchisee’s obligations on termination/nonrenewal	Sections 16 and 17	<p>You must:</p> <p>a. pay all you owe to us and affiliates,</p> <p>b. stop using our trademarks, confidential information, trade secrets and Manual,</p> <p>c. deliver to us all confidential information and the Manual,</p> <p>d. cancel assumed name registrations that contain our trademarks,</p> <p>e. stop using telephone numbers listed in directories under our trademarks and assign those numbers to us,</p> <p>f. stop using, terminate, and/or assign to us, at our election, all social media and other online presences used in operation of the franchised business, and</p> <p>g. procure an extended coverage errors and omissions insurance policy for at least two (2) years with us named as an additional insured.</p>
j. Assignment of contract by franchisor	Section 14	There is no restriction on our right to assign.
k. "Transfer" by franchisee – definition	Section 14	Any assignment, transfer, subfranchising, sublicensing or sale of the Franchise Agreement, franchised business or any interest in them.
l. Franchisor approval of transfer by Franchisee	Section 14	There is no transfer without approval except to a business entity you form according to requirements of Franchise Agreement.
m. Conditions for franchisor approval of transfer	Section 14	a. Transferee must apply to us and demonstrate qualifications necessary to conduct business.

Provision	Section in the Franchise Agreement	Summary
		<ul style="list-style-type: none"> b. Transferee must successfully compete initial training program at transferee's expense. c. You must pay transfer fee of \$4,000. d. You must pay referral fee of \$5,000, if applicable. e. You must have cured all defaults and paid all you owe us and affiliates. f. Transferee must apply to us and demonstrate qualifications necessary to conduct business. g. Transferee must successfully compete initial training program at transferee's expense. Transferee must sign new franchise agreement, which may contain different terms. h. Term of new franchise agreement expires on expiration date of your Franchise Agreement. i. You and your owners must sign a general release in the form of Exhibit G-4 to Franchise Agreement. j. All required confidentiality/non-competition agreements must be signed. k. You must give us a copy of signed contract, which we must approve. l. You must procure an extended coverage errors and omissions insurance policy for at least two (2) years with us named as an additional insured.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 14.5	We can match any offer for the Franchised Business.
o. Franchisor's option to purchase franchisee's business	None	Not applicable.
p. Death or disability of franchisee	Section 14.6	Your estate has 120 days in which to sell, assign, transfer or apply for right to continue to operate.
q. Non-competition covenants during the term of the franchise	Section 17.2	You may not be involved in a competing business. The non-competition provisions are subject to state law.
r. Non-competition covenants after the franchise is terminated or expires	Section 17.3	No competing business for 2 years within old exclusive territory. The non-

Provision	Section in the Franchise Agreement	Summary
		competition provisions are subject to state law.
s. Modification of the agreement	Section 23	No oral modifications generally, but the Manual is subject to change.
t. Integration/merger clause	Section 23	Only the terms of the Franchise Agreement and disclosure document are binding (subject to state law). Any representations or promises outside of the disclosure document or Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 25	Except for certain claims, all disputes must be arbitrated in Florida, subject to state law.
v. Choice of forum	Section 25	Litigation must be in Florida subject to state law.
w. Choice of law	Section 25	Florida law applies subject to state law.

ITEM 18 - ARRANGEMENTS WITH PUBLIC FIGURES

We do not use any public figure to promote our franchises.

ITEM 19 - FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to disclose information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Charles Furlough at 14502 N. Dale Mabry Highway, Suite 200, Tampa, Florida 33618, (877) 963-9899, the Federal Trade Commission, and the appropriate state regulatory agency.

ITEM 20 - OUTLETS AND FRANCHISEE INFORMATION

**Systemwide Outlet Summary (All Units)
For Years 2020/2021/2022**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	496	484	-12
	2021	484	485	+1
	2022	485	475	-10
Company-Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	2020	496	484	-12
	2021	484	485	+1
	2022	485	475	-10

**Systemwide Outlet Summary (Non-Exclusive Units Only)
For Years 2020/2021/2022**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	442	432	-10
	2021	432	435	+3
	2022	435	432	-3
Company-Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	2020	442	432	-10
	2021	432	435	+3
	2022	435	432	-3

**Systemwide Outlet Summary (Exclusive Units Only)
For Years 2020/2021/2022**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	54	52	-2
	2021	52	50	-2

	2022	50	43	-7
Company-Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	2020	54	52	-2
	2021	52	50	-2
	2022	50	43	-7

Transfers of Outlets From Franchisees to New Owners (Other than the Franchisor)

For Years 2020/2021/2022

State	Year	Number of Transfers
Alabama	2020	0
	2021	0
	2022	0
Alaska	2020	0
	2021	1
	2022	0
Arizona	2020	0
	2021	1
	2022	0
Arkansas	2020	0
	2021	0
	2022	0
California	2020	1
	2021	0
	2022	0
Colorado	2020	3
	2021	3
	2022	1
Connecticut	2020	0
	2021	0
	2022	0
Delaware	2020	0
	2021	0
	2022	0

State	Year	Number of Transfers
Florida	2020	0
	2021	0
	2022	2
Georgia	2020	1
	2021	0
	2022	1
Hawaii	2020	0
	2021	0
	2022	0
Idaho	2020	0
	2021	2
	2022	1
Illinois	2020	0
	2021	0
	2022	0
Indiana	2020	1
	2021	0
	2022	1
Iowa	2020	0
	2021	0
	2022	0
Kansas	2020	0
	2021	0
	2022	0
Kentucky	2020	1
	2021	0
	2022	1
Louisiana	2020	0
	2021	0
	2022	0
Maine	2020	0
	2021	0
	2022	0
Maryland	2020	0
	2021	0

State	Year	Number of Transfers
	2022	0
Massachusetts	2020	0
	2021	0
	2022	0
Michigan	2020	0
	2021	0
	2022	1
Minnesota	2020	0
	2021	0
	2022	1
Mississippi	2020	0
	2021	0
	2022	0
Missouri	2020	0
	2021	1
	2022	2
Montana	2020	0
	2021	3
	2022	0
Nebraska	2020	0
	2021	0
	2022	0
Nevada	2020	0
	2021	0
	2022	0
New Hampshire	2020	0
	2021	0
	2022	0
New Jersey	2020	0
	2021	0
	2022	0
New Mexico	2020	0
	2021	1
	2022	0
New York	2020	0

State	Year	Number of Transfers
	2021	0
	2022	0
North Carolina	2020	2
	2021	0
	2022	0
North Dakota	2020	0
	2021	0
	2022	0
Ohio	2020	0
	2021	0
	2022	1
Oklahoma	2020	0
	2021	0
	2022	0
Oregon	2020	1
	2021	0
	2022	0
Pennsylvania	2020	0
	2021	0
	2022	0
Rhode Island	2020	0
	2021	0
	2022	0
South Carolina	2020	0
	2021	1
	2022	0
South Dakota	2020	0
	2021	0
	2022	0
Tennessee	2020	1
	2021	2
	2022	0
Texas	2020	1
	2021	3
	2022	0

State	Year	Number of Transfers
Utah	2020	0
	2021	0
	2022	0
Vermont	2020	0
	2021	0
	2022	0
Virginia	2020	0
	2021	0
	2022	1
Washington	2020	0
	2021	5
	2022	0
West Virginia	2020	0
	2021	0
	2022	0
Wisconsin	2020	1
	2021	0
	2022	0
Wyoming	2020	0
	2021	0
	2022	0
Total	2020	13
	2021	23
	2022	13

**Status of Franchised Outlets
For Years 2020/2021/2022**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations	Outlets at End of the Year	EX	N-EX
Alabama	2020	7	0	0	0	0	0	7	0	7
	2021	7	0	0	0	0	0	7	0	7
	2022	7	0	1	0	0	0	6	0	6
Alaska	2020	2	0	0	0	0	0	2	0	2
	2021	2	0	0	0	0	0	2	0	2
	2022	2	0	0	0	0	0	2	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations	Outlets at End of the Year	EX	N-EX
Arizona	2020	12	1	1	1	0	0	11	0	11
	2021	11	1	0	1	0	0	11	0	11
	2022	11	3	2	0	0	0	12	0	12
Arkansas	2020	4	0	0	0	0	0	4	0	4
	2021	4	0	1	0	0	0	3	0	3
	2022	3	2	0	0	0	0	5	0	5
California	2020	21	4	2	0	0	0	23	0	23
	2021	23	4	3	1	0	0	23	0	23
	2022	23	2	2	1	0	0	22	0	22
Colorado	2020	29	1	2	1	0	0	27	0	27
	2021	27	3	1	1	0	0	28	0	28
	2022	28	2	1	3	0	0	26	0	26
Connecticut	2020	9	0	0	0	0	0	9	3	6
	2021	9	0	0	0	0	0	9	3	6
	2022	9	1	0	0	0	0	10	3	7
Delaware	2020	0	1	0	0	0	0	0	0	0
	2021	1	0	0	0	0	0	0	0	0
	2022	1	0	0	0	0	0	0	0	0
Florida	2020	38	2	2	2	0	0	36	4	32
	2021	36	3	1	0	0	0	38	4	34
	2022	38	4	2	1	0	0	39	4	35
Georgia	2020	13	3	1	1	0	0	14	0	14
	2021	14	2	1	0	0	0	15	0	15
	2022	15	4	4	0	0	0	15	0	15
Hawaii	2020	2	0	0	0	0	0	2	0	2
	2021	2	0	0	0	0	0	2	0	2
	2022	2	0	0	0	0	0	2	0	2
Idaho	2020	8	0	0	0	0	0	8	2	6
	2021	8	0	0	0	0	0	8	2	6
	2022	8	0	2	0	0	0	6	0	6
Illinois	2020	10	1	1	0	0	0	10	1	9
	2021	10	1	1	0	0	0	10	1	9
	2022	10	0	1	0	0	0	9	1	8
Indiana	2020	11	1	0	0	0	0	12	0	12
	2021	12	1	2	1	0	0	10	0	10
	2022	10	2	0	0	0	0	12	0	12
Iowa	2020	5	0	0	0	0	0	5	0	5
	2021	5	0	0	1	0	0	4	0	4

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations	Outlets at End of the Year	EX	N-EX
	2022	4	0	1	0	0	0	3	0	3
Kansas	2020	1	0	0	0	0	0	1	0	1
	2021	1	1	0	0	0	0	2	0	2
	2022	2	0	1	0	0	0	1	0	1
Kentucky	2020	4	1	1	0	0	0	4	2	2
	2021	4	1	0	1	0	0	4	2	2
	2022	4	1	0	0	0	0	5	2	3
Louisiana	2020	3	0	1	0	0	0	2	0	2
	2021	2	2	1	0	0	0	3	0	3
	2022	3	1	1	0	0	0	3	0	3
Maine	2020	2	1	0	0	0	0	3	0	3
	2021	3	0	0	0	0	0	3	0	3
	2022	3	0	0	0	0	0	3	0	3
Maryland	2020	7	1	1	0	0	0	7	0	7
	2021	7	0	0	1	0	0	6	0	6
	2022	6	0	0	0	0	0	6	0	6
Massachusetts	2020	15	0	2	1	0	0	12	0	12
	2021	12	0	2	0	0	0	10	0	10
	2022	10	0	1	0	0	0	9	0	9
Michigan	2020	18	0	1	1	0	0	16	2	14
	2021	16	2	0	0	0	0	18	2	16
	2022	18	0	1	0	0	0	178	0	17
Minnesota	2020	8	0	0	0	0	0	8	1	7
	2021	8	1	0	1	0	0	8	1	7
	2022	8	0	0	0	0	0	8	1	7
Mississippi	2020	0	0	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0	0	0
Missouri	2020	14	1	1	0	0	0	14	1	13
	2021	14	0	1	0	0	0	13	1	12
	2022	13	2	1	0	0	0	14	1	13
Montana	2020	6	0	0	0	0	0	6	0	6
	2021	6	0	0	0	0	0	6	0	6
	2022	6	0	0	0	0	0	6	0	6
Nebraska	2020	2	0	0	0	0	0	2	0	2
	2021	2	0	1	0	0	0	1	0	1
	2022	1	0	0	0	0	0	1	0	1
Nevada	2020	4	0	0	0	0	0	4	0	4

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations	Outlets at End of the Year	EX	N-EX
	2021	4	0	0	0	0	0	4	0	4
	2022	4	1	0	0	0	0	5	0	5
New Hampshire	2020	3	0	0	0	0	0	3	1	2
	2021	3	0	0	0	0	0	3	1	2
	2022	3	0	0	0	0	0	3	1	2
New Jersey	2020	23	1	1	1	0	0	22	7	15
	2021	22	1	2	0	0	0	21	7	14
	2022	21	1	2	1	0	0	19	4	15
New Mexico	2020	3	0	0	0	0	0	3	2	1
	2021	3	0	0	0	0	0	3	1	2
	2022	3	0	0	0	0	0	3	1	2
New York	2020	13	0	0	1	0	0	12	0	12
	2021	12	1	0	1	0	0	12	0	12
	2022	12	2	3	2	0	0	9	0	9
North Carolina	2020	28	4	1	1	0	0	30	1	29
	2021	30	0	1	0	0	0	29	1	28
	2022	29	1	0	1	0	0	29	1	28
North Dakota	2020	0	0	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0	0	0
Ohio	2020	20	0	0	0	0	0	20	8	12
	2021	20	0	2	0	0	0	18	8	10
	2022	18	0	0	0	0	0	18	8	10
Oklahoma	2020	2	0	0	0	0	0	2	0	2
	2021	2	1	0	0	0	0	3	0	3
	2022	3	2	0	0	0	0	5	0	5
Oregon	2020	9	0	0	0	0	0	9	4	5
	2021	9	1	0	0	0	0	10	4	6
	2022	10	1	0	0	0	0	11	4	7
Pennsylvania	2020	32	3	1	2	0	0	32	1	31
	2021	32	0	2	0	0	0	30	1	29
	2022	30	3	3	2	0	0	28	1	27
Rhode Island	2020	3	0	0	0	0	0	3	0	3
	2021	3	0	0	0	0	0	3	0	3
	2022	3	0	0	1	0	0	2	0	2
South Carolina	2020	8	0	1	0	0	0	7	0	7
	2021	7	2	1	0	0	0	8	0	8
	2022	8	0	0	1	0	0	7	0	7

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations	Outlets at End of the Year	EX	N-EX
South Dakota	2020	1	0	0	0	0	0	1	0	1
	2021	1	0	0	0	0	0	1	0	1
	2022	1	1	0	0	0	0	2	0	2
Tennessee	2020	14	0	0	1	0	0	13	1	12
	2021	13	2	1	0	0	0	14	1	13
	2022	14	0	1	1	0	0	12	1	11
Texas	2020	32	4	1	1	0	0	34	0	34
	2021	34	7	3	0	0	0	38	0	38
	2022	38	4	4	1	0	0	37	0	37
Utah	2020	7	0	0	0	0	0	7	4	3
	2021	7	0	0	0	0	0	7	4	3
	2022	7	0	0	0	0	0	7	4	3
Vermont	2020	1	0	1	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0	0	0
Virginia	2020	14	0	2	0	0	0	12	1	11
	2021	12	1	0	0	0	0	13	1	12
	2022	13	0	0	1	0	0	12	1	11
Washington	2020	23	0	1	1	0	0	21	6	15
	2021	21	2	2	1	0	0	20	5	15
	2022	20	1	1	0	0	0	20	5	15
West Virginia	2020	0	0	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0	0	0
Wisconsin	2020	5	0	1	0	0	0	4	0	4
	2021	4	0	0	0	0	0	4	0	4
	2022	4	0	0	0	0	0	4	0	4
Wyoming	2020	0	0	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0	0	0
Total	2020	496	29	26	15	0	0	484	52	432
	2021	484	41	30	10	0	0	485	50	435
	2022	485	41	35	16	0	0	475	43	432

**Status of Company-Owned Outlets
For Years 2020/2021/2022**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations	Outlets at End of the Year
All States	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0

We did not operate any Company-Owned Outlets in 2020, 2021 or 2022.

Projected Openings as of December 31, 2022 – (Exclusive Franchises)

STATE	FRANCHISE AGREEMENT SIGNED BUT OUTLET NOT OPEN	PROJECTED NEW FRANCHISED OUTLETS IN THE NEXT FISCAL YEAR	PROJECTED NEW COMPANY-OWNED OUTLETS IN THE CURRENT FISCAL YEAR
Alabama	0	0	0
Arizona	0	0	0
Arkansas	0	0	0
California	0	0	0
Colorado	0	0	0
Connecticut	0	0	0
Delaware	0	0	0
Florida	0	0	0
Georgia	0	0	0
Idaho	0	0	0
Illinois	0	0	0
Indiana	0	0	0
Iowa	0	0	0
Kansas	0	0	0
Kentucky	0	0	0
Louisiana	0	0	0
Maine	0	0	0
Maryland	0	0	0
Massachusetts	0	0	0
Michigan	0	0	0
Minnesota	0	0	0
Missouri	0	0	0
Montana	0	0	0
Nebraska	0	0	0
Nevada	0	0	0
New Hampshire	0	0	0
New Jersey	0	0	0

STATE	FRANCHISE AGREEMENT SIGNED BUT OUTLET NOT OPEN	PROJECTED NEW FRANCHISED OUTLETS IN THE NEXT FISCAL YEAR	PROJECTED NEW COMPANY-OWNED OUTLETS IN THE CURRENT FISCAL YEAR
New Mexico	0	0	0
New York	0	0	0
North Carolina	0	0	0
North Dakota	0	0	0
Ohio	0	0	0
Oklahoma	0	0	0
Oregon	0	0	0
Pennsylvania	0	0	0
Rhode Island	0	0	0
South Carolina	0	0	0
Tennessee	0	0	0
Texas	0	0	0
Utah	0	0	0
Virginia	0	0	0
Washington	0	0	0
West Virginia	0	0	0
Wisconsin	0	0	0
TOTAL	0	0	0

Exhibit A lists the names of all current franchisees and the addresses and telephone numbers of their outlets as of December 31, 2022.

Exhibit B lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Franchise Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, we have not signed confidentiality clauses with any current or former franchisees.

Exhibit K lists, to the extent known, the names, addresses, telephone numbers, e-mail address and Web address of each trademark-specific franchisee organization associated with the franchise system being offered which we have created, sponsored or endorsed.

Exhibit L lists the independent franchisee organizations that have asked to be included in this Franchise Disclosure Document.

ITEM 21 - FINANCIAL STATEMENTS

Exhibit E to this Franchise Disclosure Document contains the following financial statements:

- (1) Audited consolidated financial statements of FS Brands, Inc., parent of Pillar To Post Inc., for December 31, 2022 and December 31, 2021; and
- (2) Audited consolidated financial statements of FS Brands, Inc., parent of Pillar To Post Inc., for December 31, 2021 and December 31, 2020.

The Federal Trade Commission and certain states require that a Guarantee of Performance be given by FS Brands, Inc. Original guarantees are on file with the states identified in Exhibit H. Copies of the guarantees are attached as Exhibit F. FS Brands, Inc. absolutely and unconditionally guarantees Pillar To Post's obligations under the Franchise Agreement.

ITEM 22 - CONTRACTS

Exhibit G is a copy of the Franchise Agreement. Attached to the Franchise Agreement as Exhibits are: Exhibit G-1, a Personal Guarantee to be signed by you; Exhibit G-2, the Friendship Agreement, which addresses marketing, territory and boundary issues; Exhibit G-3, the Good Neighbor Agreement, which addresses relationships with other franchisees; Exhibit G-4, the General Release; and Exhibit G-5, the Confidentiality/Non-Competition Agreement.

Additionally, riders to the standard Franchise Agreement are added for certain registration states. See Exhibit J.

ITEM 23 - RECEIPT

You will find copies of a detachable receipt in Exhibit N at the very end of this Franchise Disclosure Document. Return the one copy of the receipt to Pillar To Post, Inc., 14502 N. Dale Mabry Highway, Suite 200, Tampa, Florida 33618.

EXHIBIT A

LIST OF FRANCHISEES

**Exhibit A
List of Franchisees**

ALASKA

Mountaineer Home Inspections, LLC
Jamie Brough
PO Box 875641
Wasilla, AK 99687
(907) 521-7776
Jul-07
Corporate Franchise

Mountaineer Home Inspections, LLC
Jamie Brough
4321 East Curtis Dr.
Wasilla, AK 99654
(907) 521-7776
Mar-17
Corporate Franchise

ALABAMA

Alpha Home Inspections, Inc.
James Mason
4939 Eagle Crest Road
Birmingham, AL 35242
(205) 919-1913
Sep-03
Corporate Franchise

PILLAR TO POST®
John Greer
730 CR 171
Killen, AL 35645
(256) 627-1233
Jul-13
Corporate Franchise

PILLAR TO POST®
Matt Homan
395 Cary Dr
Auburn, AL 36830
(334) 591-5174
Aug-17
Corporate Franchise

TYB Services, LLC
John Humphreys
1087 Wood Duck Way
Alabaster, AL 35007
(205) 821-8157
Dec-14
Corporate Franchise

North Alabama Residential Inspections LLC
Greg Johnson
125 Bowdock Dr.
Madison, AL 35756
(256) 218-0074
Oct-19
Corporate Franchise

Eastern Shore Home Services LLC
Daniel Sloan
110 Echo Ln
Fairhope, AL 36532
(251) 517-7264
Sep-19
Corporate Franchise

ARIZONA

TCTURK, INC.
Travis Turk
12010 S. Mandan St.
Phoenix, AZ 85044
(602) 579-7328
Apr-98
Corporate Franchise

J&T Property Inspections LLC
Johnny Daniel
3688 W Scavenger Dr
Marana, AZ 85658
(520) 299-2181
Jul-03
Corporate Franchise

Quinn Premier Enterprises, Inc.
Randy Hogenmiller
3318 E. Hononegh Drive
Phoenix, AZ 85050
(602) 466-1404
May-05
Corporate Franchise

PILLAR TO POST®
Michael Hamilton
35213 N. 14th Street
Phoenix, AZ 85086
(602) 738-6604
Jul-15
Corporate Franchise

PILLAR TO POST®
Carl Jenkins
18433 West Southgate Ave.
Goodyear, AZ 85338
(602) 859-5875
Jan-22
Corporate Franchise

Casper Enterprises, LLC
Chad Casper
7428 N La Cholla Blvd
Tucson, AZ 85741
(520) 271-3005
Dec-16
Corporate Franchise

PILLAR TO POST®
Brandon Hoy

PILLAR TO POST®
Matt Raus

PILLAR TO POST®
Lonnie Duran

32836 N 43rd St
Cave Creek, AZ 85331
(480) 504-3865
Aug-17
Corporate Franchise

43 E Winged Foot Road
Phoenix, AZ 85022
(602) 975-8763
Oct-18
Corporate Franchise

10611 N Decker Dr.
Tucson, AZ 85742
(520) 213-6400
Feb-19
Corporate Franchise

PILLAR TO POST®
Greg DeAvila
2701 N Ogden Rd
Mesa, AZ 85215
(480) 910-4461
Nov-22
Corporate Franchise

Southern Arizona Home Inspectors LLC
Luis Guzman
2301 W San Juan Trail Unit 2
Tucson, AZ 85713-2542
(520) 955-6050
Aug-21
Corporate Franchise

Om Sai Shyam LLC
Ronak Patel
4317 W Electra Ln
Glendale, AZ 85310
(210) 837-4250
Aug-22
Corporate Franchise

ARKANSAS

B&B Property Inspections, LLC
Quardrick Brumfield
300 Forest Glen Cove
Jacksonville, AR 72076
(501) 295-3525
Jul-18
Corporate Franchise

Juniper Home Services LLC
Walter Paulson
14212 Clarborne Court,
Little Rock, AR 72211
(501) 515-2769
Jan-16
Corporate Franchise

Cornerstone Home Inspections, LLC
Kyle Franzen
1801 N 18th St.
Paragould, Arkansas 72450
(870) 450-5588
Aug-16
Corporate Franchise

PILLAR TO POST®
Keith Miller
4305 W Candlewood Pl
Rogers, AR 72758
(479) 877-9559
Feb-22
Corporate Franchise

PILLAR TO POST®
Evan Wolfe and Lelan Wolfe
1709 E Centerton Blvd #416
Centerton, AR 72758
(479) 402-1615
Mar-22
Corporate Franchise

CALIFORNIA

PILLAR TO POST®
Phil Adams
2172 Sycamore Ave
Tustin, CA 92780
(949) 285-5744
Oct-11
Corporate Franchise

PILLAR TO POST®
Troy Bostwick
632 McKinley
Redlands, CA 92373
(909) 335-2673
Oct-19
Corporate Franchise

PILLAR TO POST®
Timothy Tai
5330 Diamond Heights Blvd, Unit J205
San Francisco, CA 94131
(510) 620-0825
Jan-03
Corporate Franchise

JPL Services LLC
Joseph and Sylvie Lang
154-A W. Foothill Blvd., #290
Upland, CA 91786
(909) 989-5114
Jul-04
Corporate Franchise

PILLAR TO POST®
Bob Beeston
11091 Tabeaud Road
Pine Grove, CA 95665
(916) 686-4020
Jun-15
Corporate Franchise

PILLAR TO POST®
Richard Gaines
5256 South Mission Road #703-453
Bonsall, CA 92003
(619) 548-5398
Jul-14
Corporate Franchise

Resonant Services Group Inc.
John Schroeder

PILLAR TO POST®
Paula Camarena

PILLAR TO POST®
Rick and Chris Ursitti

4018 Beverly Glen Blvd
Sherman Oaks, CA 91423
(818) 788-1244
Feb-17

Corporate Franchise

PILLAR TO POST®
Mike Booth
9854 Cerise St.
Rancho Cucamonga, CA 91730
(909) 360-9426
May-15

Corporate Franchise

Velez Business Enterprise, LLC
Spencer Velez
281 E Colorado Blvd, No 2157
Pasadena, CA 91101
(626) 205-0739
Feb-19

Corporate Franchise

The Rivers Team LLC
Coree Rivers
6200 Variel Avenue Unit 621
Woodlands, CA 91367
(818) 610-9606
Sep-21

Corporate Franchise

KPH Enterprises L.L.C.
Kevin Held
535 W. El Segundo Blvd. #400
Los Angeles, CA 90031
(213) 328-2555
Jun-22

Corporate Franchise

Hartsch Home Inspection Team, Inc.
Ryan Hartsch
818 Morning Dove Lane
Rocklin, CA 95765
(916) 251-8907

Corporate Franchise

5267 Warner Ave Unit 274
Huntington Beach, CA 92649
(714) 794-5295
Sep-18

Corporate Franchise

Central Valley Property Inspections, LLC
Troy Sciumbato
12337 Haven Rd
Madera, CA 93636
(559) 416-6134
Jul-17

Corporate Franchise

PILLAR TO POST®
Jay and Claudia Engel
2480 Irvine Blvd #214
Tustin, CA 92782
(949) 533-8973
May-19

Corporate Franchise

PILLAR TO POST®
Gabriel Gomez
839 S Beacon St. 1404
San Pedro, CA 90732
(424) 308-2621
May-21

Corporate Franchise

LLW Investments, LLC
Lori Wims
28822 Placida Ave
Laguna Niguel, CA 92677
(949) 773-0400
Jul-22

Corporate Franchise

466 Foothill Blvd, Suite 145
La Canada, CA 91011
(323) 622-9403
Nov-18

Corporate Franchise

DDMD, Inc.
Dustin Diede
3515 Idlewild Ave
Napa, CA 94558
(707) 202-8332
Jul-17

Corporate Franchise

TriCounty Inspections, LLC
Colin Flynn
1640 Grand Ave
Santa Barbara, CA 93103
(805) 724-9855
Oct-20

Corporate Franchise

F&P Inspection LLC
Joseph Faustina & Matthew Pham
1730 Manor Ln
Glendora, CA 91741
(931) 267-6594
Nov-21

Corporate Franchise

PILLAR TO POST®
Paige Bohrer & Andrew Cumpston
PO Box 182
Seaside, CA 93955
(831) 884-6160
Feb-20

Corporate Franchise

COLORADO

J&E Inspections LLC
Joshua Deck
7073 Cobblecreek Drive
Colorado Springs, CO 80922
(719) 633-5639

Diamond Elite Home Inspections LLC
Jason Rounds
PO Box 583
Firestone, CO 80520
(303) 772-1997

Bellendir Construction, LLC
Roger Bellendir
33671 Hwy. 257
Windsor, CO 80550
(970) 686-6133

Jun-16
Corporate Franchise

Detailed Home Inspections, Inc.

Scott Lunsford,
8414 Parfet Court
Arvada, CO 80005
(303) 456-6789

Apr-99
Corporate Franchise

Front Range Home Inspections, LLC

Daniel DeVries
PO Box 270042
Fort Collins, CO 80525
(970) 372-8052

Aug-17
Corporate Franchise

Mile High Precision Home Inspection,
Inc.

Steven McBride
11022 Rosalie Dr.
Northglenn, CO 80233
(303) 940-2220

May-12
Corporate Franchise

Safe Haven Inspections, Inc

John Fanch
11648 W 84th Lane
Arvada, CO 80005
(720) 708-5717

Aug-13
Corporate Franchise

J&E Inspections LLC

Joshua Deck
7073 Cobblecreek Drive
Colorado Springs, CO 80922
(719) 633-5639

Jul-19
Corporate Franchise

MJM Inspection Services LLC

Mike Moran
PO Box 6172
Eagle, Colorado 81631
May-14

Mar-98
Corporate Franchise

Denver's Professional Home Inspections,
LLC

Lee Kastberg
6795 East Tennessee Ave. Suite 413
Denver, CO 80224
(303) 655-1177

Mar-11
Corporate Franchise

Front Range Home Inspections, LLC

Daniel DeVries
PO Box 270042
Fort Collins, CO 80525
(970) 372-8052

May-09
Corporate Franchise

PILLAR TO POST®

Craig Cox
826 Rabbit Run Dr
Golden, CO 80401
(303) 433-0379

Dec-12
Corporate Franchise

Mesa County's Finest Home Inspection,
LLC

Michael Dunphy
75 Pinon Rd W
Ridgway, CO 81432
(970) 640-5370

May-13
Corporate Franchise

A-LL Seasons Home Inspections, LLC

Matthew Fulmer
229 N 55th Ave
Greeley, CO 80634
Oct-14

(970) 443-0779
Corporate Franchise

PILLAR TO POST®
Martin Killorin
3830 Hoyt St
Wheat Ridge, CO 80033
May-14

Oct-99
Corporate Franchise

PILLAR TO POST®

Robert Abram
3306 Petalina Ct
Pueblo West, CO 81007
(719) 579-6627

Apr-99
Corporate Franchise

Professional Home Inspectors of
Colorado, Inc

Brett Lotspeich
5 Wood Sorrel
Littleton, Colorado 80127
(303) 997-4270

Aug-17
Corporate Franchise

Peak to Peak Home Inspections, LLC

Paul & Joellen Camden
457 Mockingbird Ct
Highlands Ranch, CO 80129
(720) 788-7170

Jun-17
Corporate Franchise

D & I Home Inspections, LLC

Doug Krueck
3734 S Mission Parkway
Aurora, CO 80013
(303) 650-0601

Dec-10
Corporate Franchise

PILLAR TO POST®

Thomas Wesley Miner
4249 Florentine Dr.
Longmont, CO 80503
(720) 494-8603

Oct-15
Corporate Franchise

Dependable Dwelling Inspections, LLC

Travis Cox
9356 W Utah Pl.
Lakewood, CO 80232
Jun-14

(970) 390-0017
Corporate Franchise

Steep Pitch Inspections LLC
Anthony Skirko
7851 Granada Rd
Denver, CO 80221
Oct-22
(706) 992-2766
Corporate Franchise

PILLAR TO POST®
Nathan Bardwell
6641 Cabana Cir
Colorado Springs, CO 80923
Jan-21
(719) 424-2592
Corporate Franchise

(720) 737-0426
Corporate Franchise

PILLAR TO POST®
Casey Mendenhall
431 E Chadwick Dr
Pueblo West, CO 81007
Nov-21
(719) 248-8655
Corporate Franchise

Pantheon Strategic Solutions Inc.
Ted Xavier and Yvette Lo
2255 Sheridan Blvd. Suite 271
Edgewater, CO 80214
Apr-22
(720) 996-7100
Corporate Franchise

(720) 328-2822
Corporate Franchise

PILLAR TO POST®
Joe Yaskoweak
34759 Southern Cross Loop
Kiowa, CO 80117
Mar-21
(720) 402-2623
Corporate Franchise

CONNECTICUT

Fairfield Inspections, Inc.
David R. Leopold
10 Morehouse Lane
Fairfield, CT 06850
(203) 831-8100
Apr-99
Corporate Franchise

PILLAR TO POST®
Andrew Howard
331 Tremont Street
Newington, CT 06111
(860) 828-3533
Feb-11
Corporate Franchise

PILLAR TO POST
Steven Bakowicz
79 Cottage Rd
Oakdale, CT 06370
(860) 886-3554
Jan-19
Corporate Franchise

Trusted Hands Home Inspection LLC
Jonathan Long
341 E Centre St, Unit #146
Manchester, CT 06040
(860) 955-9770
Jun-22
Corporate Franchise

PILLAR TO POST®
Tyler Pratt
205 Albert Street
Torrington, CT 06790
(860) 496-7744
Aug-19
Corporate Franchise

Home Sweet Home Inspection, LLC
Eric Lipkin
54 Hazard Ave., #260
Enfield, CT 06082
(860) 970-1515
Apr-01
Corporate Franchise

PILLAR TO POST
Keith Eves
108 Stockings Brook Rd.
Berlin, CT 06037
(860) 863-0428
Jul-14
Corporate Franchise

PILLAR TO POST®
Allen Stanczyk
125 North Street
Milford, CT 06460
(203) 640-3970
Dec-04
Corporate Franchise

PILLAR TO POST®
Marco Miranda
74 N. Main Street
Beacon Falls, CT 06403
(203) 490-7855
Dec-13
Corporate Franchise

Trusted Home Inspection, LLC
Dennis Castellano
P.O. Box 312
Derby, CT 06418
(203) 400-9071
Dec-16
Corporate Franchise

DISTRICT OF COLUMBIA

FLORIDA

Mike McLendon Enterprises, Inc.

Michael McLendon
2429 Flower Ave.,
Panama City, FL 32405
(850) 271-0501
Aug-98

Corporate Franchise

DLG Home Inspections Inc.

Danny Logue
4701 Berwyn Court
Palm Harbour, FL 34685
(727) 934-8339
Apr-00

Corporate Franchise

Real Estate Equity Management Co.

Jacob Blacher
3475 N. Meridian Avenue
Miami Beach, FL 33140
(305) 672-5228
Sep-01

Corporate Franchise

PILLAR TO POST®

Mike Black
950 Radford Dr
Deltona, FL 32738
(321) 578-0515
Dec-16

Corporate Franchise

Bentley Inspections LLC

Brian Bentley
16877 E Colonial Dr. Suite 175
Orlando, FL 32820
(407) 568-1899
Apr-13

Corporate Franchise

Dave Biddle, DATB, Inc.
David and Marjorie (Mimi) Biddle
181 South River Road
Stuart, FL 34996

Linzo, Inc.

Daniel P. Warren
9221 Clove Court
Fort Myers, FL 33919
(239) 728-1458
May-99

Corporate Franchise

PILLAR TO POST®

Stephen Shelowitz
9623 Watercrest Isle
Parkland, FL 33076
(754) 229-8777
Jul-18

Corporate Franchise

Angel Calle, LLC

Angel Calle
8445 S.W. 163rd Terrace
Palmetto Bay, FL 33157
(305) 528-9521
Apr-07

Corporate Franchise

El Pibe de Oro, LLC

Javier Jara
14697 S. Hwy 475
Summerfield, FL 34491
(352) 804-4760
Jan-99

Corporate Franchise

B's Home Solutions, Inc.

Brendan Haggerty
10900 NW 20th Ct
Sunrise, FL 33322
(954) 749-8615
May-08

Corporate Franchise

Grasso Home Inspection, Inc.

Sam Grasso
4111 Salmon Dr
Orlando, FL 32835

CMR Home Inspections, LLC

Mike Williams
2954 Ravines Rd
Middleburg, FL 32068
(904) 282-9248
Dec-02

Corporate Franchise

For Pete's Sake, Inc.

Jeff Mackey
5384 Jade Circle
Orlando, FL 32812
(407) 582-9009
Aug-01

Corporate Franchise

PILLAR TO POST

Alan Samuels
5785 Stone Pointe Drive
Sarasota, FL 34233
(941) 920-3977
Sep-14

Corporate Franchise

CMR Home Inspections, LLC

Mike Williams
2954 Ravines Rd
Middleburg, FL 32068
(904) 282-9248
Dec-02

Corporate Franchise

PILLAR TO POST®

Brian McCormick
752 S. Edgemon Ave
Winter Springs, FL 32708
(407) 417-2874
Sep-18

Corporate Franchise

PILLAR TO POST®
George Martos
120 East Oakland Park Blvd #105
Fort Lauderdale, FL 33334

(203) 275-5538
Feb-16
Corporate Franchise

PILLAR TO POST®
Andre Walters and Eileen Juarez
2001 Ribera Dr.
Oxnard, CA 93030
(619) 306-8327
Dec-22
Corporate Franchise

PILLAR TO POST
Janine Brown
927 Tivoli Court
Naples, FL 34104
(239) 300-4148
Feb-15
Corporate Franchise

RPK Home Inspection Inc
Ron Kimraj
3429 Harlequin Drive
St. Cloud, FL 34772
(689) 500-1996
Feb-21
Corporate Franchise

PILLAR TO POST®
Daniel Orellana
950 SW 151 Place
Miami, FL 33194
(954) 401-8189
Jun-17
Corporate Franchise

4tress Hill Corporation
Scott McGarrity
518 N. Tampa St., Suite 375
Tampa, FL 33602
(813) 685-7573
Oct-18
Corporate Franchise

West Florida Home Inspectors LLC
Angela Johnson
524 Northcreek Dr.
Pensacola, FL 32514
(850) 542-7376
Apr-19
Corporate Franchise

(407) 512-5995
Jul-13
Corporate Franchise

E.K. I Pura Vida LLC
Eddie Dillon
P.O. Box 238359
Port Orange, FL 32123
(386) 847-0558
May-14
Corporate Franchise

PILLAR TO POST
Cliff Hughes
8563 Cypress Springs Rd
Lake Worth, FL 33467
(561) 935-1809
08-16
Corporate Franchise

PILLAR TO POST®
Rafiq Bashir
PO Box 1341
Yulee, FL 32041
(904) 512-0505
Sep-22
Corporate Franchise

PILLAR TO POST®
Scott Anderson
1201 Bay Dr. East
Indian Harbour Beach, FL 32937
(321) 751-8711
Nov-16
Corporate Franchise

Mas Home Inspection Corp
Juan Ibarra
8355 W Flagler St., Suite 221
Miami, FL 33144
(305) 299-4626
Feb-19
Corporate Franchise

PILLAR TO POST®
Scott Langbein
3425 NW 19th Street
Cape Coral, FL 33993
(239) 306-3822
Aug-19
Corporate Franchise

(954) 873-6048
Aug-13
Corporate Franchise

CMR Home Inspections, LLC
Mike Williams
2954 Ravines Rd
Middleburg, FL 32068
(904) 282-9248
Dec-14
Corporate Franchise

Home Inspections By J & M, LLC
Jack Zaczek
11481 Old St. Augustine Road, Suite 302
Jacksonville, FL 32208
(904) 592-7414
Apr-13
Corporate Franchise

Miami Home Inspectors, LLC
Ricardo Diaz
11231 NW 20th St Unit 140 box # 213
Miami, FL 33172
(786) 675-7596
Aug-17
Corporate Franchise

A&D Inspection Services LLC
David Nicely & Anita Johnson
21603 Belvedere Lane
Estero, FL 33928
(239) 770- 2690
Sep-17
Corporate Franchise

Onspect LLC
Robert Lussenden
135 Jenkins Street, Suite 105B-221
St. Augustine, FL 32086
(904) 481-7003
Jul-19
Corporate Franchise

PILLAR TO POST®
Austin Galloway
3616 Millcrest Dr
Jacksonville, FL 32277
(904) 800-5005
May-22
Corporate Franchise

BCBN Inspections LLC
Brad Moltrup
160 Paramount Dr.
Sarasota, FL 34232
(941) 302-5541
May-21
Corporate Franchise

PILLAR TO POST®
Chris Bryant
3837 SE 7th St
Ocala, FL 34471
(352) 875-7450
Jan-20
Corporate Franchise

PILLAR TO POST®
David Ricker and Kelly McAvoy
968 Paddington Terrace
Lake Mary, FL 32746
(407) 942-2026
May-22
Corporate Franchise

GEORGIA

PILLAR TO POST®
Brandon G. Youmans
520 Walden Rd
Forsyth, GA 31204
(478) 960-5041
Jan-00
Corporate Franchise

PILLAR TO POST®
Kareem Mincey
805 S Glynn St. Ste 127-236
Fayetteville, GA 30214
(404) 254-7838
May-19
Corporate Franchise

Fidelis Home Inspections Inc
Tibi Marginean
P.O. Box 49791
Athens, GA 30604
(706) 850-3315
Mar-13
Corporate Franchise

PILLAR TO POST®
David Del Giorno
458 Argonne Terrace
Canton, GA 30115
(770) 213-3582
May-15
Corporate Franchise

Home Examiner Inc.
David Fields
349 McKenzie Dr.
Stockbridge, GA 30281
(678) 565-6458
Jun-13
Corporate Franchise

PILLAR TO POST
Chuck Kirby
67 Hunters Overlook Drive
Senoia, GA 30276
(678) 423-1385
Jun-16
Corporate Franchise

Magnolias & Mortar Home Solutions,
LLC
Nevada Weatherspoon
500 Heathmill Ct
Milton, GA 30004
(678) 587-5087
Aug-19
Corporate Franchise

Lawson Inspection Services, LLC
Bob Lawson
335 Hunters Trace
Dallas, GA 30157
(470)-830-8765
Oct-21
Corporate Franchise

Ridgewood Capital, LLC
James Sitzman and Jim Sitzman
2737 Ridgemore Road
Atlanta, GA 30318
(404) 855-5338
Oct-21
Corporate Franchise

PILLAR TO POST®
James Skurski
4200 Wild Sonnet Trail NW
Peachtree Corners, GA 30092
(770) 575-7813
Nov-20
Corporate Franchise

PILLAR TO POST®
Jason Laetsch
16142 Belford Dr
Milton, GA 30004
(678) 564-9007
Feb-20
Corporate Franchise

PILLAR TO POST®
Kendall Pickens
PO Box 181
Calhoun, GA 30703
(762) 204-9787
Jan-22
Corporate Franchise

Unitrade Assessments LLC
Matthew Brooky
653 Miller Road
Cedartown, GA 30125
(470) 864-1210
May-22

T&S Holdings, LLC
Scott Collins
621 Ballastone Circle
Bloomington, GA 31302
(912) 429-7067
Oct-22

ChaconRivers Home Inspection Services,
LLC
Wladimir Chacon-MacHez
23 Matador Way
Newnan, GA 30263
(678) 907-3742
Jul-20

Corporate Franchise

Corporate Franchise

Corporate Franchise

HAWAII

RLE Inc.
Richard Elliott
204-207 Beachwalk
Honolulu, HI 96830
(808) 492-1675
Sep-18
Corporate Franchise

PILLAR TO POST®
Joe Dizenzo
54019 Ahinalu Place
Hauula, HI 96717
(808) 940-4044
Oct-19
Corporate Franchise

IDAHO

PILLAR TO POST®
Bill Barry
948 Old Glory Way
Chubbuck, ID 83202
(208) 478-4728
Jun-01
Corporate Franchise

PILLAR TO POST®
Bill Barry
948 Old Glory Way
Chubbuck, ID 83202
(208) 478-4728
July-15
Corporate Franchise

PILLAR TO POST®
Nick Plante
3926 South Basilica Way
Meridian, ID 83642
(208) 914-8107
Apr-13
Corporate Franchise

PILLAR TO POST®
Scott Parsons
1843 W. Colchester Dr.
Eagle, ID 83616
(208) 996-9376
Mar-15
Corporate Franchise

PILLAR TO POST®
Jon Garnsey
PO Box 5141
Twin Falls, ID 83303
(208) 934-6523
Jul-18
Corporate Franchise

PILLAR TO POST®
Amanda Wallace and Danny Pankowski
13601 W McMillan Rd Suite 102-155
Boise, ID 83713
(208) 850-6467
Nov-19
Corporate Franchise

IOWA

PILLAR TO POST®
Jeff Vry
210 Sherman St
Liscomb, IA 50148
(515) 331-0787
Mar-12
Corporate Franchise

PILLAR TO POST®
David Kelling
927 1st Street SW
Waverly, IA 50677
(319) 231-7474
05-14
Corporate Franchise

A & J Services, LLC
Andrew and Jennifer Newton
1108 Joshua Drive SE
Bondurant, IA 50035
(515) 490-5465
Mar-19
Corporate Franchise

ILLINOIS

Accurate Inspections, Inc.
Ron Irace
17202 Lakebrook Dr.
Orland Park, IL 60467
(708) 870-2438
Oct-03
Corporate Franchise

Greater Gateway Inspections LLC
Josh McDanel
2710 College Ave. Suite G
Alton, IL 62002
(618) 494-8900
May-13
Corporate Franchise

PILLAR TO POST®
Rodney Fryer & Mike Davis
3322 W Lisa Ln
Peoria, IL 61615
(309) 688-4490
May-13
Corporate Franchise

PILLAR TO POST®
Humza Khan
1822 Windward Lane
Hanover Park, IL 60133
(312) 265-6666
May-14

Corporate Franchise

Pepper Rogers LLC
Matt and Autumn Rogers
122 N 1st St Suite D
DeKalb, IL 60115
(815) 517-0025
Feb-19

Corporate Franchise

Northside Home Inspection, LLC
Nate Adams
931 W. Gordon Terrace,
Chicago, Illinois 60613
(773) 999-5548
Nov-16

Corporate Franchise

ITO Enterprises , LLC
Matt Ito
1060 South Clay Avenue
Jacksonville, IL 62650
(217)-305-3265
Sep-21

Corporate Franchise

PILLAR TO POST®
Jeremiah DeBaker
677 Avenue Of The Cities, #160
East Moline, IL 61244
(309) 206-9420
Jun-18

Corporate Franchise

PILLAR TO POST®
Varnell Bronson
8610 S. Ada St.
Chicago, IL 60620
(872) 244-7218
Dec-20

Corporate Franchise

INDIANA

Douglas Stone, Inc.
Scott McIntyre
1724 S Winding Way
Edgewood, IN 46011
(317) 606-5670
Nov-18

Corporate Franchise

Ardyce, LLC
David Powell
3002 Old Tay Bridge
Jeffersonville, IN 47130
(812) 725-9221
Nov-16

Corporate Franchise

Schray & Associates Inc.
Mike & Alison Schray
P.O. Box 750573
Dayton, OH 45475
(937) 291-9100
Jul-04

Corporate Franchise

PILLAR TO POST®
Tim James
10769 Broadway 128
Crown Point, IN 46307
(219) 898-4357
Feb-15

Corporate Franchise

Carrothers Inspection Services, LLC
Jon Carrothers
8617 Dutch Elm Way
Brownsburg, IN 46112
(317) 550-4044
May-05

Corporate Franchise

NYK Inspections, Inc.
Nick & Kenneth Young
3865 Stadium St
Portage, IN 46368
(219) 252-7522
Sept-15

Corporate Franchise

Carrothers Inspection Services, LLC
Jon Carrothers
8617 Dutch Elm Way
Brownsburg, IN 46112
(317) 550-4044
Jul-17

Corporate Franchise

PILLAR TO POST®
Christopher Bufkin
4499 Diamond Ridge
Greenwood, IN 46143
(317) 292-4438
Nov-16

Corporate Franchise

TDC Enterprises LLC
Troy Castner
6404 W Taylor Rd.
Muncie, IN 47304
(765) 749-7453
Aug-17

Corporate Franchise

PILLAR TO POST®
Jeff Wade
306 West Elm Street
Haubstadt, IN 47639
(812) 664-8988
Jan-21

Corporate Franchise

The Hull Team, Inc.
Richard Hull
1050 N Hartstrait Road
Bloomington, IN 47404
(812) 320-4660
Mar-22

Corporate Franchise

Maher Enterprises, Inc.
Steve Maher
1529 West Walnut St.
Kokomo, IN 46901
(765) 416-9169
Sep-22

Corporate Franchise

KANSAS

Hancock Enterprises Inc.
Jason Hancock
3023 E. Dunham St.
Wichita, KS 67216
(316) 570-1444
Jul-18
Corporate Franchise

KENTUCKY

Schray & Associates Inc.
Mike & Alison Schray
P.O. Box 750573
Dayton, OH 45475
(937) 291-9100
Jul-04
Corporate Franchise

Ardyce, LLC
David Powell
3002 Old Tay Bridge
Jeffersonville, IN 47130
(812) 725-9221
Jun-02
Corporate Franchise

Team Starnes Home Inspectors LLC
Dave Starnes
236 Blair Dr
Clarksville, TN 37043-1765
(931) 999-3312
Sep-20
Corporate Franchise

PILLAR TO POST®
Brent Persinger
111 Meadow Lark Trail
Georgetown, KY 40324
(859) 270-9377
Sep-21
Corporate Franchise

PILLAR TO POST®
Kevontrae Brown
1546 Cobra Lane
Clarksville, TN 37042
(931) 444-3885
May-22
Corporate Franchise

LOUISIANA

Galey Enterprises, Inc.
Matt and Matthew Galey
38420 Brown Rd
Prairieville, LA 70769
(225) 678-4979
Dec-18
Corporate Franchise

PILLAR TO POST®
Chris & Dianna Braud
17083 Peace Point Dr.
Springfield, LA 70462
(225) 460-0654
Aug-21
Corporate Franchise

CSC Home Services, LLC
Carter Hamm
1807 Captain Shreve Dr
Shreveport, LA 71105
(318) 455-5111
Mar-22
Corporate Franchise

MAINE

PILLAR TO POST®
Brandon Lussier
243 Roosevelt Trail Suite 1
Windham, ME 04062
(207) 749-3775
Dec-13
Corporate Franchise

Lacombe Enterprises LLC
Michael Lacombe
57 Gina St
Lewiston, ME 04240
(207) 240-1257
Aug-17
Corporate Franchise

PILLAR TO POST®
John Goulet
58 Christian Hill Rd
Charleston, ME 04422
(207) 356-9060
Jan-20
Corporate Franchise

MARYLAND

Sothern Maryland Home Inspections, LLC
John and Patricia Clarke

Team House To Home Inspections, LLC
Joseph Brandli

White Rock Home Inspections, LLC
Rocky Banks

7906 Wicker Ln
La Plata, MD 20646
(301) 888-2700
Aug-19

Corporate Franchise

505 Walker Avenue
Baltimore, MD 21212
(443) 473-0620
Jul-10

Corporate Franchise

13001 Bridger Dr
Germantown, MD 20874
(301) 455-5994
Jan-05

Corporate Franchise

JJ Home Inspection, LLC
James Joshua Luko
10505 Santa Anita Terrace
Damascus, MD 20872
(301) 300-6696

May-17

Corporate Franchise

College Fund Investment LLC
Pat Cosentini
3012 Dunbrin Rd.
Dundalk, MD 21222
(443) 462-9696

Jul-13

Corporate Franchise

PILLAR TO POST®
Jay Rouse
1537 Light Street
Baltimore, MD 21230
(410) 409-5524

Nov-20

Corporate Franchise

MASSACHUSETTS

Andrade Home Inspections LLC
Robert Andrade
8 Hannahs Way,
Charlton, MA 01507
(508) 868-9098
Oct-16

Corporate Franchise

A2Z Realty Inspections, Inc.
Todd Caisse
35 Holmes Rd
North Attleboro, MA 02760
(508) 699-0934
Feb-13

Corporate Franchise

PILLAR TO POST
Mark Russo
26 Garrison Street
Fairhaven, MA 02719
(508) 542-3947
Apr-14

Corporate Franchise

Pillar To Post
Matthew Deveaux
182 Harrington Rd
Waltham, Massachusetts 02452
(781) 960-3670
Aug-16

Corporate Franchise

PILLAR TO POST
Arthur Staffiere
38 Frost St.
Arlington, MA 02474
(781) 488-8650
May-15

Corporate Franchise

S & L Home Services, LLC
Kyle Steinbock
109 Morton St West
Springfield, MA 01089
(413) 356-5797
Oct-17

Corporate Franchise

Cape and Islands Home Inspection, LLC
Alan Carney
83 B Fairway Pointe Rd
East Falmouth, MA 02536
(508) 415-5359
Jan-17

Corporate Franchise

Home Sweet Home Inspection, LLC
Eric Lipkin
168 Pleasantview Ave.
Longmeadow, MA 01106
(860) 970-1515
Sep-09

Corporate Franchise

Built on the Rock Home Inspections
Inc.
Adaias Souza
39 Dodge Street, Suite # 183
Beverly, MA 01915
(978) 338-3211
Aug-19

Corporate Franchise

MICHIGAN

Dalfino & Associates, Inc.
David Dalfino
12779 Stark Road
Livonia, MI 48150
(734) 427-5577
May-99

Corporate Franchise

Beem to Beam. LLC and Richard
Gauthier
Matthew Beemer and Richard Gauthier
5380 Ethel Street
Brighton, MI 48116
(248) 755-3422
Jul-03

Corporate Franchise

No Doubt Home Inspection LLC
Richard Pack
11452 Grand Oaks Drive
Clio, MI 48420
(810) 394-3393
Jan-09

Corporate Franchise

PILLAR TO POST®
Joe Germilhac
1452 Trevino
Troy, MI 48085
(248) 817-7067
Dec-13
Corporate Franchise

PILLAR TO POST
Paul Torkelson
5644 Bayberry Farms Dr.
Grandville, MI 49418
(616) 893-2996
Apr-14
Corporate Franchise

PILLAR TO POST®
Arturo Crosby
32738 Kathleen Dr.
Chesterfield, MI 48047
(586) 648-6778
Nov-13
Corporate Franchise

PILLAR TO POST
Scott Docter
12711 Evergreen Farms NE
Cedar Springs, MI 49319
(616) 258-8259
Apr-14
Corporate Franchise

PILLAR TO POST®
Andrew Blum
532 Hunt Place
Ypsilanti, MI 48198
(734) 707-6693
May-18
Corporate Franchise

PILLAR TO POST®
Demitrious Powell
15133 Kercheval Ave Suite 115
Grosse Pointe Park, MI 48230
(313) 265-7799
Jul-18
Corporate Franchise

ChazFig Homes, LLC
Charles Figurski
4930 Muriel Drive
Warren, MI 48092
(586) 250-8797
Nov-17
Corporate Franchise

SDMB L.L.C.
Steven Peterson
32001 Bondie Drive
Rockwood, MI 48173
(734) 767-6570
Aug-17
Corporate Franchise

PILLAR TO POST®
Sherry O'Connor
P.O. Box 899
Bellaire, MI 49615
(231) 676-8090
Dec-14
Corporate Franchise

TWSchanz Corporation
Terry Schanz
1070 Bridge Road
Allegan, MI 49010
(269) 355-1714
May-19
Corporate Franchise

PILLAR TO POST®
Mark Forbush
230 East St.
Vassar, MI 48768
(989) 992-2090
Jul-19
Corporate Franchise

Stidham Home Inspection Services, LLC
Eric Stidham
PO Box 75009
Salem, MI 48175
(248) 843-1991
Aug-19
Corporate Franchise

Falsetti Team Inc.
Dominick Falsetti
10406 Shawnee Trail
Gaylord, MI 49735
(989) 370-3858
Dec-21
Corporate Franchise

PILLAR TO POST®
Kyle Studebaker
2460 Marshall Ave SE
Grand Rapids, MI 49507
(616) 970-6661
Mar-21
Corporate Franchise

MINNESOTA

PILLAR TO POST®
Robert Allender
3515 Crestmoor Point
Woodbury, MN 55125
(651) 578-1672
Apr-98
Corporate Franchise

Airspace, LLC
Dane Smith
3543 W 44th St
Minneapolis, MN 55410
(612) 562-6140
Oct-18
Corporate Franchise

PILLAR TO POST®
Dennis Caron
PO Box 592
Bemidji, MN 56619
(218) 444-7716
Dec-98
Corporate Franchise

PILLAR TO POST®
Pamela and Craig Erickson
9891 Gilbert Ave NE
Monticello, MN 55362
(763) 332-5600
Aug-21
Corporate Franchise

Layton Home Inspection, Inc.
Mark Layton
316 Longview Terrace
Minneapolis, MN 55419
(612) 715-5235
Aug-15
Corporate Franchise

PILLAR TO POST®
Robert Allender
3515 Crestmoor Point
Woodbury, MN 55125
(651) 578-1672
Mar-05
Corporate Franchise

PILLAR TO POST®
Jim Thompson
5021 Prescott Drive
Minnetonka, MN 55345
(763) 232-3400
Jun-06
Corporate Franchise

Airspace, LLC
Dane Smith
3543 W 44th St
Minneapolis, MN 55410
(612) 562-6140
May-10
Corporate Franchise

MISSISSIPPI

MISSOURI

ECcubed LLC
Chad Borah
11424 Gravois Rd
St. Louis, MO 63126
(314) 645-7871
Jun-02
Corporate Franchise

PILLAR TO POST®
Scott Frederick
11084 Gravois Industrial Ct
St. Louis, MO 63128
(314) 571-9824
Jun-03
Corporate Franchise

PILLAR TO POST®
Nathanial Klein
9850 Tessom Ferry Rd
Saint Louis, MO 63123
(314) 571-9671
Feb-11
Corporate Franchise

PILLAR TO POST®
John Atwell
7055 Howdershell Road
Hazelwood, MI 63042
(314) 755-6365
Nov-15
Corporate Franchise

Questover Interim LLC
Kevin Vescovo II
312 Avalon Chase Dr
Fenton, MO 63026
(314) 966-7678
May-13
Corporate Franchise

PILLAR TO POST®
Scott Frederick
124 W. Jefferson Ave. #201
Kirkwood, MO 63122
(314) 571-9824
Jul-13
Corporate Franchise

PILLAR TO POST®
Caleb Estes
1582 Roth Drive
Scott City, MO 63780
(573) 419-9288
Feb-16
Corporate Franchise

PILLAR TO POST®
Bryan Ptacek
15 West 10th Street Unit 902
Kansas City, MO 64105
(816) 787-1420
Nov-17
Corporate Franchise

PILLAR TO POST®
Steven Greer
4601 North 16th Street,
Ozark, MO 65721
(417) 731-2774
Jul-16
Corporate Franchise

PILLAR TO POST®
Ron Alabaugh
404 SE Williamsburg Dr.
Lee's Summit, MO 64063
(816) 620-4403
Jun-19
Corporate Franchise

PILLAR TO POST®
Steven Weathers
306 Killarney Lane,
Smithville, Missouri 64089
(816) 686-1676
May-16
Corporate Franchise

PILLAR TO POST®
Garrett Arasmith
26958 Ancient Cedar Drive
Warsaw, MO 65355
(660) 900-3317
May-22
Corporate Franchise

PILLAR TO POST®
William Hass
14504 WHB Rd
Smithville, MO 64089
(816) 835-8884
Oct-22
Corporate Franchise

PILLAR TO POST®
Patrick Eades
26227 West 141st Court
Olathe, KS 66061
(913) 999-9932
Jun-20
Corporate Franchise

MONTANA

PILLAR TO POST®
Kelly Campeau
4504 Snowshoe Rd
Helena, MT 59602
(406) 749-2225
Jan-11
Corporate Franchise

PILLAR TO POST®
Jacob Tuka
1108 52nd St W
Billings, MT 59106
(406) 861-9235
Jun-12
Corporate Franchise

PILLAR TO POST®
Ryan (Dean) Indreland
6850 Indreland Road
Missoula, MT 59808
(406) 544-8457
Jan-15
Corporate Franchise

PILLAR TO POST®
Ian Cooke
11600 Chumrau Loop
Missoula, MT 59802
(406) 203-2823
Sep-18
Corporate Franchise

Fornshell LLC
Ethan Fornshell
2530 Silver Spur Trail
Billings, MT 59105
(406) 697-1159
Mar-16
Corporate Franchise

Straightline Home Inspection LLC
Scott Norred & Jake Madsen
722 Waverly Place
Whitefish, MT 59937
(406) 260-0844
Mar-16
Corporate Franchise

NEBRASKA

The Mengel Group, LLC
Trent Mengel
8630 South 98th Circle
La Vista, NE 68128
(888) 882-7411
Nov-18
Corporate Franchise

NEVADA

Property Inspections of Southern Nevada
Inc.
Ryan Heaton
1000 N. Green Valley Pkwy. Ste. 440-439
Henderson, NV 89047
(702) 982-8355
Sep-06
Corporate Franchise

Butcher Enterprises LLC
Nick Butcher
PO Box 335242
Las Vegas, NV 89033
(702) 285-5332
Jul-19
Corporate Franchise

PILLAR TO POST®
Chris Yancey
3315 Big Sky Drive
Reno, NV 89503
(775) 870-9280
Dec-18
Corporate Franchise

Desert Heat Home Inspectors, LLC
Steve Brock
9992 Peak Lookout Street

Silver and Blue Home Inspections, LLC
Chris Rand
4947 Chevalier Drive

Las Vegas, Nevada 89178
(702) 263-5568
Jul-16
Corporate Franchise

Sparks, NV 89436
(775) 462-4144
Jun-22
Corporate Franchise

NEW HAMPSHIRE

KHW Home & Building Services, LLC
Keith Wheeler
PO Box 302
Exeter, NH 03833
(603) 759-5494
May-03
Corporate Franchise

KHW Home & Building Services, LLC
Keith Wheeler
PO Box 302
Exeter, NH 03833
(603) 759-5494
Jun-03
Corporate Franchise

PILLAR TO POST®
Chris Boris
14 Roosevelt Dr.
Bedford, NH 03110
(603) 714-3781
Jan-17
Corporate Franchise

NEW JERSEY

PILLAR TO POST®
Brian Finn & Doug Sward
9 Manker Drive
Florham Park, NJ 07932
(973) 889-5306
Jan-00
Corporate Franchise

Garden State Home Inspection Service,
Inc.
Michael Almeida
600 Ridge Road
North Arlington, NJ 07031
(201) 998-9823
Oct-03
Corporate Franchise

Bergen County Home Inspection LLC
Jim Cook
824 Rose Court
River Vale, NJ 07675
(201) 689-7888
Apr-04
Corporate Franchise

Braun Home Inspection LLC
Brian Eisenbraun
29 Beach Rd. Suite 202
Monmouth Beach, NJ 07750
(732) 229-6000
Jan-13
Corporate Franchise

M&M Home Inspection Services, LLC
Dave Moore
2115 Hamilton Ave, Suite 204
Hamilton, NJ 08619
(609) 890-9300
Jan-10
Corporate Franchise

AOK Home Inspections, Inc.
Wesley Goble
327 S Main St. Suite 2B,
Barnegat, NJ 08005
(609) 607-8200
Apr-08
Corporate Franchise

PILLAR TO POST®
Socrates Muller
444 Rt 31
Lambertville, NJ 08530
(908) 268-3655
Jul-10
Corporate Franchise

Mesa Inspections, LLC.
Marc Rocca
330 Perrine Avenue
Piscataway, NJ 08854
(732) 878-2202
Mar-98
Corporate Franchise

McDonald Enterprises, Inc.
Kevin Mcdonald
1095 Ocean Heights Avenue
Egg Harbor Township, NJ08234
(609)-484-3204
Jun-98
Corporate Franchise

MJP Consulting, LLC
Michael Pillion
992 Rector Rd
Bridgewater, NJ 08807
(908) 725-1608
Jul-13

PILLAR TO POST
Jeffrey Meyers
2 Horizon Way
Greenbrook, NJ 08812
(732) 902-1966
Apr-14

PILLAR TO POST®
Ron Parishy
26 Hirth Drive
Groveville, NJ 08620
(609) 218-9644
Jul-08

Corporate Franchise

PILLAR TO POST®
Brian Eisenbraun
3587 Highway 9N #411
Freehold, NJ 07728
732-229-6000
Mar-00

Corporate Franchise

Redwood Premier LLC
Scott Acquisto
55 Union Place, Suite 185
Summit, NJ 07901
(908) 517-3434
Jul-19

Corporate Franchise

Van Houten Home Inspection Team LLC
Mike Van Houten
172 Sydney Avenue
Union Beach, NJ 07735
(732) 670-8217
Corporate Franchise

Corporate Franchise

PILLAR TO POST
Robert Alexander
361 Lakewood Road
New Egypt, NJ 08533
(732) 930-0930
Jul-14

Corporate Franchise

PILLAR TO POST®
Gustavo Alban
201 Crestwood Avenue
Haddonfield, NJ 08033
(609) 257-3587
Aug-20

Corporate Franchise

Corporate Franchise

PILLAR TO POST
John Paris
511 Hoppe Ave.
Wyckoff, NJ 07481
(201) 465-4750
Sep-14

Corporate Franchise

High-Tech Home Inspection LLC
Mateo Duque
127 Waldo Place
Englewood, NJ 07631
(551) 275-5389
May-22

Corporate Franchise

NEW MEXICO

Mich-Lor, Inc.
Scott Wallin
PO Box 8
Moriarty, NM 87035
(505) 466-6955
Sep-00
Corporate Franchise

CG Home Inspections LLC
Joseph Anderson
4700 Lincoln NE Suite 102
Albuquerque, NM 87109
(505) 247-2298
Aug-98
Corporate Franchise

NM Express Home Inspectors LLC
Mike Holstun
P.O. Box 106
Roswell, NM 88202
(575) 623-9975
Jul-16
Corporate Franchise

NEW YORK

R.G. Home Inspection Services, Inc.
Robert Giuseppetti
2835 William St
Cheektowaga, NY 14227
(716) 807-2855
Sep-13
Corporate Franchise

The Sierra Group Home Inspections, LLC
Ron Sierra
221 Country Ridge Drive
Rye Brook, NY 10573
(914) 410-6200
Jan-15
Corporate Franchise

J.K. Heath, Inc
Kevin & Judi Heath
105 Sugar Maple Dr.
Rochester, NY 14615
(585) 787-9970
Nov-05
Corporate Franchise

Broad Reach Sales Group, LLC
David Willner
PO Box 70
Sugar Leaf, NY 10981
(845) 610-5366
May-17
Corporate Franchise

PILLAR TO POST®
Tom Faulhaber
516 Long Beach Rd,
St. James, NY 11780
(631) 335-2341
May-16
Corporate Franchise

J.S. Gathers, Inc.
Jacqueline Gathers
8225 5th Avenue Suite 116
Brooklyn, NY 11209
(347) 631-4509
Aug-16
Corporate Franchise

Three Twos Home Inspections, LLC
Clinton Hawkins
4592 Carlyes Ct.
Hamburg, NY 14075
(716) 608-6829
Apr-13
Corporate Franchise

Rolono Incorporated
Rich Delgado
2458 Madison Dr.
East Meadow, NY 11554
(347) 869-3177
May-22
Corporate Franchise

Comprehensive Home Inspections LLC
Tyler Pratt
205 Albert Street
Torrington, CT 06790
(860) 496-7744
Sep-22
Corporate Franchise

NORTH CAROLINA

PILLAR TO POST®
Steven P. Lewter
1865 Polenta Road
Clayton, NC 27520
(919) 625-8283
Oct-01
Corporate Franchise

PILLAR TO POST®
Guilford S. Barnhill
70 Old Stone Lane
Youngsville, NC 27596
(919) 422-1042
Apr-00
Corporate Franchise

WebSpec, Inc.
Donnie & Lauren Webster
1668 S. Lindsey Bridge Rd
Madison, NC 27025
(336) 451-2787
Mar-03
Corporate Franchise

PILLAR TO POST®
Brandon Carter
3911 Garrison Court
Monroe, NC 28110
(704) 567-8813
Oct-04
Corporate Franchise

Double Trouble Enterprises, LLC
Steve Martin
P.O. Box 107
Oak Ridge, NC 27310
(336) 441-0257
Jan-07
Corporate Franchise

Double Trouble Enterprises, LLC
Steve Martin
P.O. Box 107
Oak Ridge, NC 27310
(336) 441-0257
Apr-16
Corporate Franchise

Beal Home Inspections, Inc.
Alan Beal
3413 Victor Place
Raleigh, NC 27604
919-567-3069
Apr-08
Corporate Franchise

JKM Home Services LLC
James Matson
8611 Concord Mills Blvd #413
Concord, NC 28027
(704) 617-6256
Feb-12
Corporate Franchise

PILLAR TO POST®
Roy Henderson
10 Elbert Burnette Road
Canton, NC 28716
(828) 246-5700
Nov-13
Corporate Franchise

Harp Inspections, LLC
Gabriel Ben-Or
2702 Peachtree St.
Raleigh, NC 27608
(919) 916-5733
Aug-15
Corporate Franchise

Lavigne Enterprises Inc.
Joe Lavigne
109 Bedford Green
Jacksonville, NC 28546
(910) 939-2442
Aug-15
Corporate Franchise

Wilmington Inspections, Inc.
Mike Boenitz
7102 Haven Way
Wilmington, NC 28411
(910) 821-8540
Feb-14
Corporate Franchise

MB Property Solutions, LLC
Matthew Bugbee
6277-600 Carolina Commons Drive #353
Indian Land, SC 29707
(803) 984-8290
Oct-11
Corporate Franchise

Lawson Property Enterprises L.L.C.
Michael Lawson
5410 Silver Creek Drive
Waxhaw, NC 28173
(704) 256-7284
Aug-16
Corporate Franchise

PILLAR TO POST
Charles Bogosian
700 Palmerston Lane
Waxhaw, NC 28173
(704) 909-9928
Jun-15
Corporate Franchise

Homerite Professional Inspection Services,
Inc.

Paul Holt
100 Hay Street, Suite 702
Fayetteville, NC 28301
(910) 893-2590
Oct-18

Corporate Franchise

PILLAR TO POST®
Scott Spicuzza
24442 Endy Road
Albemarle, NC 28001
(980) 254-7900
Feb-20

Corporate Franchise

PILLAR TO POST®
Scott Edwards
207 Applecross Lane
Hendersonville, NC 28791
(828) 699-8009
Dec-20

Corporate Franchise

Norris Home Inspections, LLC
Bryan Norris
3825 Obriant Place
Greensboro, NC 27410
(336) 550-4034
Apr-19

Corporate Franchise

PILLAR TO POST®
Corey Wallis
198 Gatsby Drive
Raeford, NC 28376
(910) 479-1437
Feb-22

Corporate Franchise

PILLAR TO POST®

Angelo Baerga
1520 Saratoga Blvd
Indian Trail, NC 28079
(704) 999-0408
May-17

Corporate Franchise

PILLAR TO POST®
Michael Bergmann
589 Black Angus Dr.
Garner, NC 27529
(919) 247-8856
Mar-19

Corporate Franchise

Morgan Tigh Home Inspectors, LLC
Tiffany Tigh
262 Winding Creek Way
Hubert, NC 28539
(910) 358-5288
Jul-19

Corporate Franchise

Payne Inspection Services, LLC
Adam Payne
PO Box 3761
Hickory, NC 28603
(828) 405-1076
Nov-19

Corporate Franchise

PILLAR TO POST®
Jared Martin
102 Cavendish Dr.
Cary, NC 27513
(919) 630-6051
Nov-20

Corporate Franchise

Triple S Inspections, Inc.

Corey White
1505 Miranda Woods Lane
Fuquay-Varina, NC 27526
(984) 225-2323
Nov-18

Corporate Franchise

Jim Curtis Enterprises, Inc.
Jim Curtis
1538-1 Stony Point Rd
Shelby, NC 28150
(704) 718-0323
Feb-19

Corporate Franchise

PILLAR TO POST®
Brian McNally
16000 Henry Lane
Huntersville, NC 28078
(704) 727-0619
Nov-19

Corporate Franchise

PILLAR TO POST®
Jerry Rolinson
212 Tarkenton Court
Clayton, NC 27527
(919) 675-7472
Oct-19

Corporate Franchise

NORTH DAKOTA

OHIO

The Capuano Corporation
Tom Capuano
8857 Cincinnati Dayton Rd #204

Schray & Associates Inc.
Mike & Alison Schray
P.O. Box 750573

JD Safehome Inc.
Jeff Miller
746 E. Pioneer Trail

West Chester, OH 45231
(513) 771-6689
Oct-97
Corporate Franchise

Dayton, OH 45475
(937) 291-9100
Jul-00
Corporate Franchise

Aurora, OH 44202
(800) 664-5450
Dec-00
Corporate Franchise

Safe Home Promise LLC
Paul Ferguson
134 College St, Suite B
Wadsworth, OH 44281
(330) 334-3374
Oct-02
Corporate Franchise

JD Safehome, Inc.
Jeff Miller
746 E. Pioneer Trail
Aurora, OH 44202
(330) 664-5450
Apr-03
Corporate Franchise

Safe Home Promise LLC
Paul Ferguson
134 College St, Suite B
Wadsworth, OH 44281
(330) 334-3374
Oct-00
Corporate Franchise

The Capuano Corporation
Tom Capuano
8857 Cincinnati Dayton Rd #204
West Chester, OH 45231
(513) 771-6689
Apr-99
Corporate Franchise

SB Home Inspections, LLC
Sean Boyle
10400 Neiderhouse Rd
Perrysburg, OH 43551
(419) 665-6165
Dec-14
Corporate Franchise

Safe Home Promise LLC
Paul Ferguson
134 College St, Suite B
Wadsworth, OH 44281
(330) 334-3374
May-04
Corporate Franchise

Skipper's Home Inspections, LLC
Skip Howell
163 Sierra Dr.
Columbus, OH 43230
(614) 269-7941
Oct-14
Corporate Franchise

Mike Rowe Inspections, LLC
Michael Rowe
7794 Saint James Dr
Mentor, OH 44060
(440) 974-0101
Dec-14
Corporate Franchise

PILLAR TO POST®
Vincent Cappelli
130 Casandra Dr
Niles, OH 44446
(330) 286-1302
Jun-15
Corporate Franchise

PILLAR TO POST®
Ryan Tabor
2580 Newton Falls Bailey Rd
Warren, OH 44481
(330) 980-7373
May-15
Corporate Franchise

PILLAR TO POST®
Layz and Angela Saroukhan
4886 W. Streetsboro
Richfield, OH 44286
(330) 659-0059
Jun-15
Corporate Franchise

Top Shelf Repairs and Services
Company
Robert McDougald
35756 Wyndemere Way
Avon, OH 44011
(440) 529-1463
Nov-18
Corporate Franchise

Delmaggio, LLC
Todd Delman
3087 Kellner Place
Columbus, OH 43209
(614) 266-4985
May-19
Corporate Franchise

PILLAR TO POST®
Ryan French
7833 Kate Brown Dr
Dublin, OH 43017
(614) 822-1825
Jul-18
Corporate Franchise

PILLAR TO POST®
Keith Easton
5400 Sampson Drive
Girard, OH 44420
(330) 469-9030
Aug-19
Corporate Franchise

OKLAHOMA

Sopris Home Inspection, LLC
John Stern
1301 Olde North Place
Edmond, Oklahoma 73034

Hoelscher Family LP
Charles Hoelscher
10401 Katy Line Dr
Yukon, OK 73099

Pearly Gates Industries (LLC)
Chris St.Peter
2404 Rambling Road
Edmond, OK 73025

(405) 546-5204
Sep-16
Corporate Franchise

PILLAR TO POST®
Dale Gallegly
3708 East Ridge Circle NE
Piedmont, OK 73078
(405) 883-6025
Corporate Franchise

(405) 658-2039
May-19
Corporate Franchise

SWOK Wilkinson Home Inspection LLC
Nick Wilkinson
P.O. Box 826
Elgin, OK 73538
(580) 917-7978
Corporate Franchise

(405) 960-2220
May-22
Corporate Franchise

OREGON

Onawa, Inc.
Chris Livingston
15532 SW Pacific Hwy C1B #408
Tigard, Oregon 97224
(503) 682-3053
Jan-98
Corporate Franchise

C&A2 LLC
Casey Livingston
520 East Washington
Carlton, OR 97111
(503) 537-0415
Jul-03
Corporate Franchise

PILLAR TO POST®
Michael Denney
3557 Peck Ave. SE
Salem, OR 97302
(541) 250-6367
May-15
Corporate Franchise

Normac Investments LLC
Norman McBee
37 SE Hogan Rd
Gresham, OR 97080
(503) 688-8722
Sep-21
Corporate Franchise

B-6 Corp
Andrew Mills
PO Box 174
Junction City, OR 97448
(541) 998-4559
Jul-98
Corporate Franchise

R&B Enterprises LLC
Derek Renz and Marie Baker
1118 NE Lancaster Dr #316
Salem, OR 97301
(503) 856-8775
Jul-18
Corporate Franchise

Bend United LLC
Brian Claus
740 NE 3rd St. Ste 3 #313
Bend, OR 97701
(541) 797-3480
Jul-19
Corporate Franchise

PILLAR TO POST®
Ron Rogers and Justin Rogers
13131 Hwy 39
Klamath Falls, OR 97603
(541) 363-8288
May-22
Corporate Franchise

PILLAR TO POST
Andrew Mills
PO Box 174
Junction City, OR 97448
(541) 998-4559
Jan-00
Corporate Franchise

PILLAR TO POST®
Eric Barouxis
4207 SE Woodstock Blvd, #205
Portland, OR 97206-6267
(971) 777-1279
Sep-13
Corporate Franchise

Bain/Cisna LLC
Jared Bain and Amanda Bain
1595 11th Street
Baker City, OR 97814
(541) 966-8500
Feb-02
Corporate Franchise

PENNSYLVANIA

G&T Adventures, Inc
Greg DuPey
81 Big Oak Rd. Suite 116
Morrisville, PA 19067
(215) 343-7766

PILLAR TO POST®
Erik Gertsen
915 Samantha Circle
Chester Springs, PA 19425
(610) 241-2417

Don Cessna Home Inspection, Inc.
Donald R. Cessna
407 W. Sample Street
Ebensburg, PA 15931-1503
(814) 471-6961

Aug-00
Corporate Franchise

G&T Adventures, Inc
Greg Dupey
81 Big Oak Rd. Suite 116
Morrisville, PA 19067
(215) 343-7766
May-12

Corporate Franchise

PILLAR TO POST®
Scott Rawlings
P.O. Box 21128
Philadelphia, PA 19154
(215) 624-3990
Feb-05

Corporate Franchise

Newman's Home, LLC
Greg Newman
4364 Vista Dr
Nazareth, PA 18064
(610) 365-2154
Aug-12

Corporate Franchise

KJ Home Inspections, LLC
Kara & Jim Shields
1212 Harrow Hill Court
Moon, PA 15108
(412) 716-4662
Jul-12

Corporate Franchise

PILLAR TO POST
Michael McBride
310 Midland Avenue
Wayne, PA 19087
(484) 581-7110
Apr-14

Corporate Franchise

PILLAR TO POST
Jonathan Santiago
100 S Juniper Street #3rd Floor
Philadelphia, PA 19109
(215) 515-4120
Jun-15

Corporate Franchise

Feb-01
Corporate Franchise

G&T Adventures, Inc
Greg Dupey
81 Big Oak Rd. Suite 116
Morrisville, PA 19067
(215) 343-7766
Jul-02

Corporate Franchise

PILLAR TO POST®
Robert Pecca
7492 Mount Eaton Rd.
Saylorsburg, PA 18353
(610) 588-6479
Mar-01

Corporate Franchise

TMT Inspections, LLC
Tim Quinn
236 Avenue F
Pittsburgh, PA 15221
(412) 400-1092
Sep-10

Corporate Franchise

PILLAR TO POST
Thomas Stangroom
224 Prisani St., Box 120
Bovard, PA 15619
(724) 672-6972
Apr-14

Corporate Franchise

Quality Environment, LLC
Aaron Cunningham
117 Piper Lane
West Chester, PA 19382
(610) 322-6130
Aug-14

Corporate Franchise

JCEG LLC
Matt Robertie
PO Box 367
Montgomeryville, PA 18936
(267) 374-4934
Jun-17

Corporate Franchise

Oct-99
Corporate Franchise

PILLAR TO POST®
Fred Hohman
26 Windhill Dr.
Greensburg, PA. 15601
(724) 331-6165
Oct-05

Corporate Franchise

PILLAR TO POST®
Walter Magno
185 Pleasant View Dr
Kittanning, PA 16201
(724) 919-8096
Apr-13

Corporate Franchise

PGN Enterprises, LLC
Greg Petruska
269 State Rd
Valencia, PA 16059
(724) 409-2019
Mar-11

Corporate Franchise

PILLAR TO POST
James Zamiska
523 Burnside Rd
McDonald, PA 15057
(724) 513-0832
Apr-14

Corporate Franchise

M S Watson, LLC
Michael Watson
129 Colonial Village Dr.
Crucible, PA 15325
(412) 712-7192
Apr-15

Corporate Franchise

PILLAR TO POST
Ken Gross
600 West Germantown Pike, Suit 400-
208
Plymouth Meeting, PA 19462
(267) 332-4601
Feb-16

Corporate Franchise

PILLAR TO POST®
William Dunn
3111 S. 19th St.
Philadelphia, PA 19145
(215) 779-4014
Jan-19
Corporate Franchise

PILLAR TO POST®
Andy Fritchey
8 Terry Court
Downingtown, PA 19335
(610) 836-2206
Jul-20
Corporate Franchise

Heart Pine Home Services, LLC
Bradley Convis
136 Stewart Ave
Pittsburg, PA 15227
(412) 848-6113
Jun-20
Corporate Franchise

Cowan Services, LLC
Dave Cowan
1735 Old Plains Rd
Pennsburg, PA 18073
(267) 923-8078
May-20
Corporate Franchise

PILLAR TO POST®
Mathew Rodriguez
19 Silver Meadow Drive
Scott Township, PA 18411
(570) 362-2284
Nov-22
Corporate Franchise

PILLAR TO POST®
Matthew Ruggieri
15 Mildred St.
Crafton, PA 15205
(412) 923-5290
Jul-22
Corporate Franchise

FSDS Inspection L.L.C.
Takayuki (Ted) Tamura
4025 Fieldcrest Drive
Bridgeville, PA 15017
(201) 689-2264
Jan-22
Corporate Franchise

RHODE ISLAND

PILLAR TO POST®
Nelson DeMelo
1800 Mendon Rd. Suite E-523
Cumberland, RI 02864
(401) 390-2260
Oct-13
Corporate Franchise

PILLAR TO POST®
Peter Hackett
42 Antony Ave
Bristol, RI 02809
(401) 354-2853
Dec-16
Corporate Franchise

SOUTH CAROLINA

Leslie Home Inspections, LLC
Sam Leslie
1150 Hungryneck Boulevard, Suite C-327
Mount Pleasant, SC 29464
(843) 881-4740
Oct-05
Corporate Franchise

C & A Inspections, LLC
Chris James
119 Stoney Crossing
Bluffton, SC 29910
(843) 540-7279
Dec-16
Corporate Franchise

PILLAR TO POST®
Victor Henderson
5362 Curtisston Ct
North Charleston, SC 29418
(843) 367-2524
Mar-15
Corporate Franchise

PILLAR TO POST®
Victor Henderson
5362 Curtisston Ct
North Charleston, SC 29418
(843) 367-2524
Mar-19

PILLAR TO POST®
Kimberly Dehondt-Zumstein
1754 Woodruff Rd; Suite 162
Greenville, SC 29607
(864) 235-5777
Oct-19

PILLAR TO POST®
Anthony Fauci
2015 Royal Blue Court
Myrtle Beach, SC 29579
(843) 446-7363
Mar-21

Corporate Franchise

PILLAR TO POST®
Matt Wilson
2607 Woodruff Road, Suite E-353
Simpsonville, SC 29681
(864) 663-2988
Jun-21

Corporate Franchise

Corporate Franchise

Corporate Franchise

SOUTH DAKOTA

PILLAR TO POST®
Mark Reiff
47159 85th Street
Sioux Falls, SD 57108
(605) 212-8263
Aug-04

Corporate Franchise

Black Hills Home Inspection LLC
Andrew Webster
7795 Steamboat Road
Sommerset, SD 57769
(605) 431-4928
Jan-22

Corporate Franchise

TENNESSEE

KW Fast Inc.
Kenneth Fast
PO Box 164
Harrison, TN 37341
(423) 326-2008
Jan-98

Corporate Franchise

KW Fast Inc.
Kenneth Fast
PO Box 164
Harrison, TN 37341
(423) 326-2008
Aug-98

Corporate Franchise

PILLAR TO POST®
Peter Waraska
123 Chestnut Hill Road
Oak Ridge, TN 37830
(865) 694-6332
Sep-99

Corporate Franchise

S.E. Professional Home Inspection, LLC
Bart Hamilton
100 Amherst Way NW
Cleveland, TN 37312
(423) 331-8224
Aug-13

Corporate Franchise

PILLAR TO POST®
Mark Dailey
Hillview Farms
Lebanon, TN 37087
(615) 839-4663
Oct-14

Corporate Franchise

Touma, D.A., LLC
Dave Touma
1128 Litton Ave. #121
Nashville, TN 37216
(615) 772-3643
Jan-16

Corporate Franchise

Matt Dumbovich Home Inspections LLC
Matt Dumbovich
6137 Beals Ln
Nashville, TN 37218
(615) 636-4981
Mar-17

Corporate Franchise

PILLAR TO POST®
Chris Cook
125 Chestnut Ridge Drive
Jonesborough, TN 37659
(423) 343-7678
Apr-99

Corporate Franchise

Touma, D.A., LLC
Dave Touma
1128 Litton Ave. #121
Nashville, TN 37216
(615) 772-3643
Mar-19

Corporate Franchise

Cruz Enterprises, LLC
Joseph Cruz
7450 Chapman Hwy #175
Knoxville, TN 37920
(865) 985-1007

PILLAR TO POST®
Byron Matthews
5550 Heather View Drive
Memphis, TN 38125
(901) 275-4897

PILLAR TO POST®
Julian Lindsey
2010 Gracious Dr
Franklin, TN 37064
(615) 905-5946

Apr-19
Corporate Franchise

Jun-19
Corporate Franchise

Jan-21
Corporate Franchise

TEXAS

JT Lavender Ent., Inc.
Jonathan Tarpey
13611 Kluge Corner Ln
Cypress, TX 77429
(713) 725-6342
Dec-99
Corporate Franchise

Hunter Makes, Inc.
Chris Hunter
2621 Woodson Circle
Bedford, TX 76021
(940) 243-0366
Feb-02
Corporate Franchise

K.E. Inspections, LP
Keith Evans
3939 Bella Vista Lp.
Harker Heights, TX 76548
(254) 634-3482
Sep-05
Corporate Franchise

RES Blue Sky Investments, Inc.
Richard Schmidt
P. O. Box 11677
Spring, TX 77391-1677
(281) 787-1050
Aug-06
Corporate Franchise

Carpenter Home Inspections, LLC
Tim Carpenter and Jessica Perez
650 Westcross St. #71
Houston, TX 77018
(713) 253-0697
Jul-12
Corporate Franchise

PILLAR TO POST
Lamar Wheeler
3714 Indian Hills
Selma, TX 78154
(210) 775-8482
Oct-14
Corporate Franchise

PILLAR TO POST
Dale Hall
26948 Carriage Manor
Kingwood, TX 77339
(832) 412-8495
Feb-14
Corporate Franchise

PILLAR TO POST
Todd Goodwin
6606 FM Rd. 1488 Suite 148 - 327
Magnolia, TX 77354
(281) 628-4418
Mar-14
Corporate Franchise

PILLAR TO POST
Dan Romero
2107 Plantation Dr.
Richmond, TX 77406
(832) 612-4349
Apr-14
Corporate Franchise

PILLAR TO POST®
Tommy Amonette
3407 Dry Creek
Pasadena, TX 77505
(713) 560-7417
Dec-16
Corporate Franchise

Island Inspections, Inc.
Danny Marlow
6484 Sea Isle
Galveston, TX 77554
(409) 443-5694
Feb-16
Corporate Franchise

PILLAR TO POST
Michael Mullins
112 Sunrise Dr.
Boerne, TX 78006
(830) 537-4309
Mar-15
Corporate Franchise

Yup Services, LLC
Jason Dent
4312 Olenick St
Austin, TX 78723
(512) 508-9676
Oct-16
Corporate Franchise

Phillips Home Inspection Services LLC
Eric Phillips
PO Box 4481
Bryan, TX 77805
(979) 446-2389
Jun-15
Corporate Franchise

PILLAR TO POST
Kevin Akins
PO Box 5924
Katy, TX 77449
(281) 222-2599
Jun-16
Corporate Franchise

KA Pinewood Management, LLC
Ken Duggan
18208 Preston Road #D-9 279
Dallas, TX 75252
(214) 399-5862
Aug-15

PILLAR TO POST®
Robert Meyer
5044 Lido Lane
Houston, TX 77092
(713) 960-2804
Sep-17

PILLAR TO POST®
Jennifer Bell
2500 Yale Street Suite B2
Houston, TX 77008
(713) 542-9601
Jun-18

Corporate Franchise

PILLAR TO POST®
Marc Kusinski
233 Hickory Ct
Union Valley, TX 75474
(972) 635-0151
Jul-18

Corporate Franchise

Proper40 Inc.
Andrew Burrow
12408 Snowdrop Dr
Austin, TX 78739
(512) 698-0933
Mar-19

Corporate Franchise

PILLAR TO POST®
Bryan Baca
3003 Six Gun Trail
Austin, TX 78748
(512) 508-2854
Nov-21

Corporate Franchise

Five D Shetter, L.L.C.
Danny Shetter
19100 Redwood Springs Road
Amarillo, TX 79119
(806) 567-8283
Jan-22

Corporate Franchise

Durham Team Home Inspections LLC
Jesse Durham
6950 Chase Ridge Trail, Apt. 1110
Fort Worth, TX 76137
(682) 308-8981
Aug-20

Corporate Franchise

PILLAR TO POST®
Mike Kajs
1613 Boxwood Lane
Wylie, TX 75098
(972) 469-3703
Nov-20

Corporate Franchise

PILLAR TO POST®
Angela Furr

Corporate Franchise

MD Home Inspections, LLC
Scott Cunningham
1902 Rock Creek Dr
Grand Prairie, TX 75050
(214) 998-4782
Feb-18

Corporate Franchise

NTL Companies, LLC
Larry Presby
PO Box 793259
Dallas, TX 75379
(214) 715-7434
Mar-19

Corporate Franchise

PILLAR TO POST®
Carlos Figueroa
1721 Camas Dr
Austin, TX 78728
(512) 999-5575
Jul-21

Corporate Franchise

PILLAR TO POST®
David Veatch
1115 Killarney Ave
Friendswood, TX 77546
(832) 785-7519
Jul-22

Corporate Franchise

Feeyayos Services LLC
Jose Fiallos
9950 Cowboy Ln
San Antonio, TX 78254
(210) 355-7273
Feb-22

Corporate Franchise

Ezspection LLC
Mohamed Patel
3210 Kempwood Drive
Sugar Land, TX 77479
(346) 874-7368
Oct-21

Corporate Franchise

Corporate Franchise

Phillips Home Inspection Services LLC
Eric Phillips
PO Box 4481
Bryan, TX 77805
(979) 446-2389
Aug-18

Corporate Franchise

PILLAR TO POST®
Antwain Gooding
12130 Alamo Ranch Parkway Apt 2731
San Antonio, TX 78253
(726) 205-9059
Oct-21

Corporate Franchise

PILLAR TO POST®
Cesar Mendoza
11445 Lindenwood Avenue
El Paso, TX 79936
(915) 203-2550
Aug-21

Corporate Franchise

The Micallef Team L.L.C.
Jason Micallef
3626 Cypresswood Dr
Spring, TX 77388
(346) 606-3235
Nov-21

Corporate Franchise

PILLAR TO POST®
Matt Tuohy
6286 Brentway Road
Frisco, TX 75034
(214) 500-8431
Sep-20

Corporate Franchise

PILLAR TO POST®
Shane Mollohan
7106 Sun Valley Dr
Temple, TX 76502
(254) 541-2325
Oct-20

Corporate Franchise

10015 Farm to Market 751
Quinlan, TX 75474
(469) 632-4254
Apr-22
Corporate Franchise

UTAH

PILLAR TO POST®
Jared Fenn
51 W. Center St., #215
Orem, UT 84057
(801) 318-9909
Nov-03
Corporate Franchise

Inspector Homes, LLC
Fred Larsen
1086 W. South Jordan Parkway #102
South Jordan, UT 84095
(801) 875-8000
Jun-14
Corporate Franchise

Willow Creek Enterprises, LLC
Darin Lowe
7915 S. 925 W
Willard, UT 84340
(435) 239-8752
Jul-18
Corporate Franchise

Inspector Homes, LLC
Fred Larsen
1086 W. South Jordan Parkway #102
South Jordan, UT 84095
(801) 875-8000
Sep-02
Corporate Franchise

Mountainspect LLC
Doug Farmer
104 East 600 South Ste. #515
Heber City, UT 84032
(435) 315-7728
Apr-15
Corporate Franchise

Inspector Homes, LLC
Fred Larsen
1086 W. South Jordan Parkway #102
South Jordan, UT 84095
(801) 875-8000
Apr-14
Corporate Franchise

PILLAR TO POST®
Aaron Bell
927 S 4375 W
Cedar City, UT 84720
(435) 867-6400
Aug-15
Corporate Franchise

VERMONT

VIRGINIA

Inspection Consultants, LLC
John & Cathi Lynch
156 Strawberry Plains Rd, Suite C2
Williamsburg, VA 23188
(757) 564-4454
Jul-98
Corporate Franchise

PILLAR TO POST®
Charles Branch
5910 Waters Edge Road
Midlothian, VA 23112
(804) 320-0504
May-13
Corporate Franchise

Commonwealth Home Inspections, LLC
Eric Boll
792 Grant Street
Herndon, VA 20170
(703) 657-3207
Nov-14
Corporate Franchise

Newlife Property Consultants LLC
Mark Scaparo
2540 Pineacre Ct.
Powhatan, VA 23139
(804) 372-6186
Jul-13
Corporate Franchise

HomeSpec of Fairfax, Inc.
Patrick Fouse
2030 N. Woodrow St. Apt. B
Arlington, VA 22207
(703) 352-1333
Oct-00
Corporate Franchise

MHT Enterprises LLC
Matt Lloyd
5501 Merchants View Square #701
Haymarket, VA 20169
(703) 520-1440
Jan-15
Corporate Franchise

MS Home Inspections LLC
Michael and Suzanne Cordle
104 Fancy Ct
Stephens City, VA 22655
(540) 336-4491
Jun-19

Corporate Franchise

MHT Enterprises LLC
Matt Lloyd
5501 Merchants View Square #701
Haymarket, VA 20169
(703) 520-1440
May-19

Corporate Franchise

The JNL Group, LLC
Joseph Lowery
7305 Hancock Village Dr. Ste 244
Chesterfield, VA 23832
(804) 690-1321
Sep-21

Corporate Franchise

Bluestar Solutions, Inc
Imran Qillawala
143 Spencer Terrace
Leesburg, VA 20175
(703) 665-1193
Jul-17

Corporate Franchise

Home Check-Up, LLC
John Langan
4515 Belford St SW
Roanoke, VA 24018
(540) 392-7678
Dec-03

Corporate Franchise

PILLAR TO POST®
Michael Gamba
4170 Taughtline Loop
Chesapeake, VA 23321
(757) 549-0236
Mar-16

Corporate Franchise

WASHINGTON

Audun LLC
Warren Tryon
7644 NE Hazel Dell Ave
Vancouver, WA 98665
(360) 546-2190
Dec-98

Corporate Franchise

J&S Investments, LLC
Jeffrey and Sabrina Schroeder
1521 N. Argonne Rd Suite C#265
Spokane Valley, WA 99212
(509) 443-6983
Oct-00

Corporate Franchise

B&T LLC
Brendan Marchant
1001 Cooper Pt Rd SW, # 140-326
Olympia, WA. 98502
(360)753-5025
Jun-08

Corporate Franchise

S. J. & E. Investments LLC
Matt Purcell
PO Box 782
Burlington, WA 98233
(360) 392-8731
Jun 19

Corporate Franchise

Winward Puget Sound Inc.
Devin Lehmann
8849 39th Ave SW
Seattle, WA 98136
(206) 933-1151
Feb-99

Corporate Franchise

RWH2 LLC
David McPhee
10002 Aurora Avenue #36/2207
Seattle, WA 98133-9348
(206) 522-5141
Jun-03

Corporate Franchise

Simmons Home Inspection, LLC
Erick Simmons
321 West 50th Avenue
Kennewick, WA 99337
(509) 554-2714
May-05

Corporate Franchise

AJ Assessment L.L.C.
Alex Christensen
12-5446 California Ave SW
Seattle, WA 98136
(206) 321-4232
Jul-17

Corporate Franchise

P2P Inspections, LLC
Keith Robertson
215 E. Scots Glen Ct.
Colbert, WA 99005
(509) 720-7813
Oct-14

Corporate Franchise

PILLAR TO POST®
Paul North
Suite 107 PMB 101, 3377 Bethel Rd
SE
Port Orchard, WA 98366
(360) 536-2296
Feb-99

Corporate Franchise

Integrity Inspections Northwest LLC
David Becker
1820 Valleyview Dr.
Clarkston WA 99403
(509) 850-7531
Jan-14

Corporate Franchise

S. J. & E. Investments LLC
Matt Purcell
PO Box 782
Burlington, WA 98233
(360) 279-2922
Jun 19

Corporate Franchise

PILLAR TO POST®

Mitch Ashbeck
27903 147th PI SE
Kent, WA 98042
(425) 836-5435

May-15

Corporate Franchise

Cedarsearch, Inc.
Chris Boyce
12639 94th Ave NE
Kirkland, WA 98034
(425) 591-1924

May-19

Corporate Franchise

PILLAR TO POST®

Henry Counter
6 F St SW
Ephrata, WA 98823
(509) 450-2060

Sep-22

Corporate Franchise

PILLAR TO POST®

Michael Hamilton
2533 N Baker Ave.
East Wenatchee, WA 98802
(509) 393-2525

Apr-16

Corporate Franchise

A3 Inspections LLC
Anthony Michaelis
15315 NE 74th Way
Redmond, WA 98052
(206) 638-8465

May-21

Corporate Franchise

Good Neighbor Home Inspection, LLC

Oscar Jarquin
7646 Sucia Place NW
Bremerton, WA 98311
(360) 919-6667

Apr-21

Corporate Franchise

AJ Assessment L.L.C.

Alex Christensen
12-5446 California Ave SW
Seattle, WA 98136
(206) 321-4232

Jul-17

Corporate Franchise

Smith Home Inspections LLC

Cory Smith
427281 Hwy 20
Newport, WA 99156
(509) 671-6591

Nov-21

Corporate Franchise

WEST VIRGINIA

WISCONSIN

J. Rocco & Associates, Inc.

John Rocco
3645 S Brentwood Rd.
New Berlin, WI 53151
(414) 423-6921

Dec-97

Corporate Franchise

Carmichael Holdings, LLC

Michael Bebault
924 Coyote Lane
Hudson, WI 54016
(715) 381-5925

Sep-13

Corporate Franchise

TRI Mark Inspections, LLC

Mark Michaels
4245 Manitou Way
Madison, WI 53711
(608) 345-1433

Apr-00

Corporate Franchise

PILLAR TO POST

Andrew Morrison
851 Nedvidek St.
Cumberland, WI 54829
(715) 791-4119

Oct-16

Corporate Franchise

WYOMING

EXHIBIT B

**LIST OF FRANCHISEES WHO LEFT THE SYSTEM
DURING FISCAL YEAR 2022**

EXHIBIT B
List of Franchisees Who Left the System During Fiscal Year 2022

ALASKA

ALABAMA

PILLAR TO POST®
Douglas Clark
136 County Rd 697
Flat Rock, AL 35966
(256) 632-3503
Apr-19
Terminated

ARIZONA

Motherwell 2000 Incorporated
Woody Livingston
3740 Angela Dr.
Glendale, AZ 85308
(602) 866-7678
Jul-98
Terminated

Potter United L.L.C.
Kevin Potter
6633 East Greenway Parkway Apt. 2140
Scottsdale, AZ 85254
(480) 576-2478
Sep-20
Terminated

ARKANSAS

CALIFORNIA

PILLAR TO POST®
Bruce MacDermott
2801 Ashby Ave
Berkeley, CA 94705
(510) 705-1022
Jul-12
Terminated

Ranj, Ltd.
Rick & Judy Davenport
23862 Copenhagen St.
Mission Viejo, CA 92691
(949) 239-6099
May-17
Terminated

PILLAR TO POST®
Jonathan Roque
7523 White Oak Ave.
Reseda, CA 91335
(747) 276-8959
May-19
Terminated

COLORADO

Dorr to Dorr Home Inspections, LLC
Lenord & Rebecca Dorr
611 Veinte Dr.
Delta, CO 81416
(970) 615-7009
Mar-17
Terminated

Ultimate Home Inspection Team, Inc
Matt Martini
6140 S Gun Club Rd, Unit K6 #404
Aurora, CO 80016
(303) 317-4335
May-17
Terminated

Front Range Home Inspections LLC
Daniel Devries
PO Box 270042
Fort Collins, CO 80527
(970) 372-8052
Aug-17
Terminated

Detailed Home Inspections, Inc.
Scott Lunsford
8414 Parfet Court
Aurora, CO 80005
(303) 456-6789

Dunrite Home Inspections LLC
David Kniptash
701 Riverbend Dr.
Fort Collins, CO 80524
(970) 443-0779

Sep-12
Terminated

Oct-14
Transferred

CONNECTICUT

DISTRICT OF COLUMBIA

FLORIDA

ACO Property Inspections, LLC
Victor Garcia

15830 116th Terrace N.
Jupiter, FL 33478
(561) 935-1809
Aug-16
Transferred

SK Williamson Home Inspection LLC
Stephen Williamson
6151 Lake Osprey Dr, Suite 300
Sarasota, FL 34240
(941) 716-0261
Sep-12
Terminated

Wilsonway Inc.
Ken Wilson

14697 S Hwy 475
Summerfield, FL 34491
(352) 804-4760
Feb-99
Transferred

PILLAR TO POST®
JD Mies
805 Garden Club Drive
Panama City, FL 32401
(850) 387-6868
Nov-21
Terminated

PILLAR TO POST®
Jim Mulvehill
250 Palm Coast Parkway NE, Suite 607,
#108
Palm Coast, FL 32137
(386) 225-7065
Jun-20
Terminated

GEORGIA

PILLAR TO POST®
Elizabeth Nieves
111 Palmetto Road
Guyton, GA 31312
(912) 659-7466
Jan-18
Terminated

PILLAR TO POST®
Ronnie L Hobbs
2137 Marshalls Lane
Atlanta, GA 30316
(404) 998-7588
Nov-18
Terminated

PILLAR TO POST®
Miles Steele
356 Island Cove Dr.
Newnan, GA 30263
(678) 423-1385
Jun-16
Transferred

PILLAR TO POST®
Teddy Rollins
699 Finley St
Suwanee, GA 30024
(404) 429-3017
Mar-22
Terminated

PILLAR TO POST®
Jonathan High and Ambra High
12140 Boxwood Circle
Johns Creek, GA 30005
(678) 634-7846
Sep-21
Terminated

HAWAII

IDAHO

PILLAR TO POST®
Daniel R. James
1242 West 81 South

PILLAR TO POST®
Kristin Short
16402 Orchard Ave

PILLAR TO POST®
Kristin Short
16402 Orchard Ave

Idaho Falls, ID 83402
(208) 521-8127
Jun-01
Transferred

Caldwell, ID 83607
(208) 740-7146
Jan-14
Terminated

Caldwell, ID 83607
(208) 740-7146
Jan-14
Terminated

IOWA

PILLAR TO POST®
Scott Neff
110 Dooley Ct. SW
Altoona, IA 50009
(515) 314-8226
Aug-18
Terminated

ILLINOIS

PILLAR TO POST®
Donald Thorne
1015 River Oaks Drive
Naperville, IL 60565
(630) 219-3477
Mar-13
Terminated

INDIANA

LAL Enterprises LLC
Matt Lottes
6081 W. First Watch Way
McCordsville, IN 46055
(317) 663-3186
May-05
Transferred

KANSAS

Hageman Home Inspections Plus LLC
John Hageman
9221 S. Broadway Ave.
Haysville, KS 67060
(316) 665-9394
Dec-21
Terminated

KENTUCKY

PILLAR TO POST®
John O'Nan
PO Box 464
Crestwood, KY 40014

(502) 228-9880
Jun-02
Transferred

LOUISIANA

Claren and Son LLC
Claren Jones
651 Esplanade Street
Lake Charles, LA 70607
(337) 564-6772
Apr-17
Terminated

MAINE

MARYLAND

MASSACHUSETTS

PILLAR TO POST®
Tom Durant
151 Old Westminster Road
Hubbardston, MA 01452
(978) 277-3424
Sep-17
Terminated

MICHIGAN

Chung Enterprises, L.L.C.
Yung Chung
318 John R. Rd. #333
Troy, MI 48042
(248) 615-9290
Jul-02
Terminated

Randall Patterson, LLC
Randall Patterson
41626 Chattman Drive
Novi, MI 48375
(248) 755-3422
Jul-03
Transferred

MINNESOTA

Solid Rock Home Inspections, LLC
Donald Hannay
3530 S Vine St
Cambridge, MN 55008
(763) 453-3863
Oct-18
Transferred

MISSISSIPPI

MISSOURI

Falcon Voyage LLC
Randy Maynard
2 Hogan Circle- Apt 201
Eureka, MO 63025
(314) 309-4159
Nov-16
Terminated

Choose the Right, Inc.
Shauna Barker and Justin Barker
958 Kendall Road
Peculiar, MO 64078
(816) 620-4403
Jun-19
Transferred

PILLAR TO POST®
Patrick Dickinson
1 First Missouri Center Suite 216
St. Louis, MO 63141
(636) 928-0760
Jun-03
Transferred

MONTANA

NEBRASKA

NEVADA

NEW HAMPSHIRE

NEW JERSEY

Inspector Gabi, LLC
Gabi Whalen
606 South Route 9
Cape May Court House, NJ 08210
(609) 628-1090
Nov-97
Terminated

PILLAR TO POST®
David Turner
415 Maxwell Drive
Stewartsville, NJ 08886
(908) 777-8837
Aug-17
Transferred

JKB, LLC
John Heller
446 W Route 70
Marlton, NJ 08053
(856) 261-9670
Jan-03
Terminated

NEW MEXICO

NEW YORK

Mark Wates, Inc.
Mark Wates
13 Carnegie Ave
Cold Spring Harbor, NY 11724
(631) 271-2500
Jul-17
Terminated

New Genesis Advisors Inc.
Elton Andrews
1154 E 57th St
Brooklyn, NY 11234
(347) 907-9846
Sep-18
Terminated

Breaux Professional Inspections LLC
Charles Breaux
57 E Margin Rd
Ridge, NY 11961
(631) 603-4573
Apr-21
Terminated

PILLAR TO POST®
Kyle Parker
1511 Route 22, Suite 284
Brewster, NY 10509
(914) 522-4074
May-19
Terminated

Islands Best Inspections Inc.
Jared Judson
PO Box #91
Bellmore, NY 11710
(516) 546-9500
Nov-17
Terminated

NORTH CAROLINA

PILLAR TO POST®

Kevin Chadderton
10700 Waxhaw Manor Drive
Waxhaw, NC 28173
(704) 254-9049
Nov-17
Terminated

NORTH DAKOTA

OHIO

D.A. Hardy Home Inspections, LLC
David Hardy
1004 Shoveler Ct.
North Lima, OH 44452
(330) 286-1302
Jun-15
Transferred

OKLAHOMA

OREGON

PENNSYLVANIA

PILLAR TO POST®
Kevin Lewis
19 Ciotti Lane
Canonsburg, PA 15317
(724) 746-8819
Mar-17
Terminated

KMR Home Inspections, LLC
Kyle Rupp
1689 Crown Ave Suite 6B
Lancaster, PA 17601
(717) 537-1307
Sep-12
Terminated

New ERA, LLC
Ed Robbins
13 Charter Oak Court
Doylestown, PA 18901
(215) 534-4445
Nov-12
Terminated

PILLAR TO POST®
Andrew Wolfe
35 Virginia Ave.
Shrewsbury, PA 17361
(717) 472-6168
Aug-15
Terminated

Nyveldt Enterprises LLC
Andrew Nyveldt
27 Mount Carmel St
Roseto, PA 18013
(570) 213-7850
Sep-12
Terminated

RHODE ISLAND

Cordero Inspections, LLC
Rafael Cordero
24 Corliss St #40186
Providence, RI 02904
(401) 919-1030
Dec-17
Terminated

SOUTH CAROLINA

Porch Light Home Inspections, LLC
Don Goldbach
242 Morninglow Drive
Winnsboro, SC 29180
(803) 807-1869
Feb-17
Terminated

SOUTH DAKOTA

TENNESSEE

PILLAR TO POST®
Logan Roberts
1447 Coleman Rd
Franklin, TN 37064
(256) 599-5094
Jun-21
Terminated

Choice Home Inspections LLC
Shawn Robinson
105 Saturday Drive
Lascassas, TN 37085
(615) 987-8033
Jul-97
Terminated

TEXAS

PILLAR TO POST®
Matt Beavers
4628 Golden Yarrow Dr
Fort Worth, TX 76244
(817) 637-8977
Mar-19
Terminated

PILLAR TO POST®
Adafi Haq
16103 Crooked Arrow Dr
Sugarland, TX 77498
(832) 230-3153
Feb-17
Terminated

HH3 Consulting LLC
Jesse Longoria
7316 Ondantra Bend
Austin, TX 78744
(512) 207-0941
Jun-21
Terminated

PILLAR TO POST®
Michael Butler
18 Mariner Village Drive
Seabrook, TX 77586
(281) 339-7488
Aug-18
Terminated

Totalspect LLC
Blaine Hollier
205 Rose St.
Bridge City, TX 77611
(409) 363-9506
Oct-14
Terminated

UTAH

VERMONT

VIRGINIA

PILLAR TO POST®
Mike Ward-Dahl
PO Box 5466

PILLAR TO POST®
Kevin Dougherty
7203 Belton Court

Springfield, VA 22150
(703) 352-1333
Oct-00
Transferred

McLean, VA 22101
(703) 291-0344
Dec-12
Terminated

WASHINGTON

PILLAR TO POST®
Keith Holsinger
3488 Mcdaniel Street
DuPont, WA 98327
(253) 779-8983
Feb-99
Terminated

WEST VIRGINIA

WISCONSIN

WYOMING

EXHIBIT C

OPERATIONS MANUAL - TABLE OF CONTENTS

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EXHIBIT D

MINIMUM REQUIRED COMPUTER EQUIPMENT

Inspection Tablet Computer

Prescribed inspection tablet computer will be confirmed at time franchise agreement is signed and ordered from designated supplier for delivery to you at the Initial Training Program.

Office Computer

The minimum requirements for the office computer are:

Component	Requirement
Computer and processor	Windows PC: Intel i5 or i7 processor, dual core minimum (i7 recommended) Apple: Apple Silicon M1 OR Intel Core i5/i7 (M1 Recommended)
Memory	8 GB or higher
Hard disk	256GB solid state or higher
Display	VGA or compatible
Operating system	Windows 10 or MacOS/X (latest version)
Software	Office 2019 OR Microsoft M365 Subscription Adobe Acrobat Reader DC Antivirus (Cylance, Carbon Black recommended)
Internet connection	Broadband Internet Access, minimum 10 Mbps download

EXHIBIT E
FINANCIAL STATEMENTS



March 23, 2023

Pillar to Post Inc.
14502 N. Dale Mabry Highway, Suite 200
Tampa, FL
33618, USA

We agree to the inclusion in the Franchise Disclosure Document dated March 23, 2023 issued by Pillar to Post Inc. (a subsidiary of FS Brands, Inc.) (the Franchisor) of our report dated February 23, 2023 and March 3, 2022 relating to the financial statements of FS Brands, Inc. as of December 31, 2022, December 31, 2021 and for each of the three years in the period then ended.

PricewaterhouseCoopers LLP

Chartered Professional Accountants, Licensed Public Accountants

PricewaterhouseCoopers LLP
PwC Tower, 18 York Street, Suite 2600, Toronto, Ontario, Canada M5J 0B2
T: +1 416 863 1133, F: +1 416 365 8215, www.pwc.com/ca

"PwC" refers to PricewaterhouseCoopers LLP, an Ontario limited liability partnership.

FS Brands, Inc.

Consolidated Financial Statements
December 31, 2022 and
December 31, 2021
(expressed in US dollars)



Report of Independent Auditors

To the Stockholders of FS Brands, Inc.

Opinion

We have audited the accompanying consolidated financial statements of FS Brands, Inc. and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2022 and December 31, 2021, and the related consolidated statements of income and comprehensive income, consolidated statements of changes in stockholders' equity and consolidated statements of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and December 31, 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("US GAAS"). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute

PricewaterhouseCoopers LLP
PwC Tower, 18 York Street, Suite 2600, Toronto, Ontario, Canada M5J 0B2
T: +1 416 863 1133, F: +1 416 365 8215



assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

PricewaterhouseCoopers LLP

Chartered Professional Accountants, Licensed Public Accountants

Toronto, Ontario, Canada
February 23, 2023

FS Brands, Inc.
Consolidated Balance Sheets
As at December 31, 2022 and December 31, 2021

(expressed in US dollars)

	2022	2021
	\$	\$
Assets		
Current assets		
Cash and cash equivalents	45,238,140	64,566,329
Restricted cash	3,865,026	10,677,487
Accounts receivable – net of allowance for doubtful accounts of \$3,679,648 (2021 – \$6,166,248)	57,510,268	47,835,151
Notes receivable (note 5)	958,294	2,845,266
Inventories	45,016,526	26,851,976
Prepaid expenses and other current assets	16,684,522	14,851,733
Income taxes recoverable (note 10)	12,454,925	9,179,394
	<u>181,727,701</u>	<u>176,807,336</u>
Notes receivable (note 5)	9,511,607	8,693,666
Other assets	7,177,336	6,088,395
Property and equipment (note 6)	54,523,603	42,127,045
Intangible assets (note 7)	37,568,320	25,584,760
Goodwill (note 8)	116,985,756	92,144,276
Operating lease right-of-use asset (note 9)	50,319,965	38,074,827
	<u>457,814,288</u>	<u>389,520,305</u>

Approved by the Board of Directors

_____ Director _____ Director

The accompanying notes are an integral part of these consolidated financial statements.

FS Brands, Inc.

Consolidated Balance Sheets...*continued*

As at December 31, 2022 and December 31, 2021

(expressed in US dollars)

	2022 \$	2021 \$
Liabilities		
Current liabilities		
Accounts payable	15,085,159	11,530,513
Accrued liabilities	71,003,814	59,329,417
Notes payable (note 11)	456,933	454,286
Deferred revenue and customer deposits	45,124,182	48,047,327
Due to ultimate parent	10,674,950	11,251,340
Due to parent company	1,605,327	3,259,862
Operating lease liabilities – current (note 9)	10,852,049	8,819,383
	<u>154,802,414</u>	<u>142,692,128</u>
Notes payable (note 11)	-	428,571
Deferred revenues	17,428,363	14,603,412
Long-term value appreciation rights	7,507,602	2,724,651
Income taxes payable (note 10)	186,059	186,059
Deferred income taxes (note 10)	9,657,479	7,160,698
Operating lease liabilities – non-current (note 9)	41,837,873	31,278,258
	<u>231,419,790</u>	<u>199,073,777</u>
Non-controlling interests (note 13)	52,347,171	28,256,345
Stockholders' Equity		
Common stock	1	1
Additional paid-in capital	29,529,067	29,529,067
Retained earnings	144,518,259	132,661,115
	<u>174,047,327</u>	<u>162,190,183</u>
	<u>457,814,288</u>	<u>389,520,305</u>

The accompanying notes are an integral part of these consolidated financial statements.

FS Brands, Inc.

Consolidated Statements of Income and Comprehensive Income For the years ended December 31, 2022 and December 31, 2021

(expressed in US dollars)

	2022 \$	2021 \$
Revenue		
Royalties	96,138,519	87,815,731
Franchise fees (note 3)	4,676,664	4,398,890
Merchandise sales	440,308,645	338,168,074
Services and other	89,522,047	74,067,901
	<u>630,645,875</u>	<u>504,450,596</u>
Costs and expenses		
Franchise operating	34,172,132	27,192,498
Cost of merchandise sales	308,600,762	238,949,248
Cost of services	7,212,569	6,221,708
General and administrative	184,991,102	155,107,036
Management fees to parent (note 4)	6,673,136	7,418,510
Depreciation and amortization	21,075,585	19,807,499
	<u>562,725,286</u>	<u>454,696,499</u>
Income from operations	<u>67,920,589</u>	<u>49,754,097</u>
Other income		
Interest income	227,347	427,208
Income before income taxes	68,147,936	50,181,305
Provision for income taxes (note 10)	18,156,450	13,315,914
Net income for the year	49,991,486	36,865,391
Non-controlling interests' share of earnings (note 13)	(3,241,134)	(2,350,221)
Non-controlling interests redemption increment (note 13)	(9,098,981)	(8,058,800)
Net income and comprehensive income attributable to common stockholders for the year	<u>37,651,371</u>	<u>26,456,370</u>

The accompanying notes are an integral part of these consolidated financial statements.

FS Brands, Inc.

Consolidated Statements of Changes in Stockholders' Equity For the years ended December 31, 2022 and December 31, 2021

(expressed in US dollars)

	Common stock \$	Additional paid-in capital \$	Retained earnings \$	Total \$
Balance – December 31, 2020	1	29,529,067	160,555,484	190,084,552
Other movements	-	-	208,796	208,796
Dividends	-	-	(54,559,535)	(54,559,535)
Net income and comprehensive income attributable to common stockholders for the year	-	-	26,456,370	26,456,370
Balance – December 31, 2021	1	29,529,067	132,661,115	162,190,183
Other movements	-	-	198,675	198,675
Dividends	-	-	(25,992,902)	(25,992,902)
Net income and comprehensive income attributable to common stockholders for the year	-	-	37,651,371	37,651,371
Balance – December 31, 2022	1	29,529,067	144,518,259	174,047,327

The accompanying notes are an integral part of these consolidated financial statements.

FS Brands, Inc.

Consolidated Statements of Cash Flows

For the years ended December 31, 2022 and December 31, 2021

(expressed in US dollars)

	2022 \$	2021 \$
Cash provided by (used in)		
Operating activities		
Net income for the year	49,991,486	36,865,391
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation of property and equipment (note 6)	15,889,477	15,705,978
Amortization of intangible assets	5,186,108	4,101,521
Deferred income taxes	730,801	58,327
Change in non-cash working capital (note 12)	(11,765,021)	11,736,088
	<u>60,032,851</u>	<u>68,467,305</u>
Investing activities		
Purchase of property and equipment	(22,827,225)	(19,247,316)
Acquisition of businesses	(30,435,599)	(14,212,272)
	<u>(53,262,824)</u>	<u>(33,459,588)</u>
Financing activities		
Advance from parent	(2,230,925)	3,495,791
Advance of notes payable	(425,924)	(409,286)
Purchase of non-controlling interest (note 13)	(1,712,355)	(2,276,657)
Sales of shares to non-controlling interests	442,432	1,350,117
Payment of dividends to parent	(24,666,813)	(52,689,410)
Payment of dividends to non-controlling interests	(4,317,092)	(4,289,028)
	<u>(32,910,677)</u>	<u>(54,818,473)</u>
Decrease in cash and cash equivalents during the year	(26,140,650)	(19,810,756)
Cash and cash equivalents – Beginning of year	75,243,816	95,054,572
Cash and cash equivalents – End of year	<u>49,103,166</u>	<u>75,243,816</u>
Supplementary information		
Cash paid for interest and dividends	124,055	(181,562)
Cash paid for income taxes	20,438,158	11,743,547

The accompanying notes are an integral part of these consolidated financial statements.

FS Brands, Inc.

Notes to Consolidated Financial Statements December 31, 2022 and December 31, 2021

(expressed in US dollars)

1 Nature of business operations

FS Brands, Inc. (the Company), incorporated on March 31, 2010, is a 97.18% owned subsidiary of FS Property Services (U.S.) Inc. (the parent), which is indirectly a 100% owned subsidiary of FirstService Corporation (the ultimate parent), a publicly owned, diversified real estate services company.

Through the following subsidiaries, CertaPro Painters Ltd., Paul Davis Restoration, Inc., California Closet Company, Inc., Pillar to Post, Inc. and Floor Coverings International, Ltd., the Company's principal function is the recruiting, training and operation of franchise systems throughout the United States. In addition, the Company controls 20 California Closet franchises and 11 Paul Davis Restoration franchises.

2 Summary of significant accounting policies

The preparation of consolidated financial statements in accordance with accounting principles generally accepted in the United States of America (US GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities as at the dates of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting periods. The most significant estimates made by management relate to the collectability of accounts receivable and notes receivable, the initial determination of fair values of assets acquired and liabilities assumed in business combinations and the assessment of potential impairment of goodwill and intangible assets. Actual results could differ from those estimates.

Basis of consolidation

The consolidated financial statements include the accounts of the Company and its subsidiaries. All significant intercompany balances and transactions between the Company and its subsidiaries are eliminated on consolidation.

Revenue recognition and unearned revenue

The Company accounts for a contract with a customer when there is approval and commitment from both parties, the rights of the parties are identified, payment terms are identified, the contract has commercial substance and the collectability of consideration is probable. The Company measures revenue based on consideration specified in the contract of each customer and recognizes revenue as the performance obligations are satisfied by transferring the control of the service or product to a customer.

- Franchisor operations

The Company operates several franchise systems. Initial franchise fees are deferred and recognized over the term of the franchise agreement. Royalty revenue is recognized based on a contracted percentage of franchisee revenue, as reported by the franchisees. Revenue from administrative and other support services, as applicable, is recognized as the services are provided.

FS Brands, Inc.

Notes to Consolidated Financial Statements December 31, 2022 and December 31, 2021

(expressed in US dollars)

The Company's franchise systems operate marketing funds on behalf of franchisees. Advertising fund contributions from franchisees and advertising fund expenditures are reported on a gross basis in the Company's consolidated statements of income and comprehensive income. To the extent that contributions received exceed advertising expenditures, the excess amount is accrued and offset as a deferred liability, whereas any expenditures in excess of contributions are expensed as incurred. As such, advertising fund contributions and the related revenue and expenses may be reported in a different period.

- Revenue from construction contracts and service operations other than franchisor operations

Revenue is recognized at the time the service is rendered. Certain services, including but not limited to construction contracts and real estate project management work-in-process, are recognized over time based on percentage of completion, a ratio of actual costs to total estimated contract costs. In cases where anticipated costs to complete a project exceed the revenue to be recognized, a provision for the additional estimated losses is recorded in the period in which the loss becomes apparent. Amounts received from customers in advance of services being provided are recorded as unearned revenue when received.

Cash and cash equivalents

The Company considers all investments readily convertible into cash and having an initial maturity of three months or less to be cash equivalents. Cash equivalents include money market funds and time deposits, which are carried at cost and approximate fair value.

Restricted cash

Restricted cash comprises cash restricted for marketing fund use. The Company is in custody of the cash received from franchisees for use in franchisee marketing funds.

Per the guidance issued by the Financial Accounting Standards Board (FASB) on restricted cash (Accounting Standards Update (ASU) No. 2016-18), the Company's consolidated statements of cash flows explain the change during the period in the total of cash and cash equivalents and amounts generally described as restricted cash and restricted cash equivalents. The Company's restricted cash balance consists primarily of cash related to our marketing funds.

Inventories

Inventories consist of finished products, accessories and components of closet and workspace systems, painting kits, film and supplies held for resale. Inventories are valued at the lower of cost (first in, first out) and net realizable value. Work-in-process inventory relates to construction contracts in process and is accounted for using the percentage of completion method.

Property and equipment

Property and equipment are stated at cost less accumulated depreciation and any impairment in value. Depreciation is provided using the straight-line method over the estimated useful lives of the assets, except for leasehold improvements, which are depreciated on a straight-line basis over the lesser of the useful life of the asset or the remaining lease term.

FS Brands, Inc.
Notes to Consolidated Financial Statements
December 31, 2022 and December 31, 2021

(expressed in US dollars)

Maintenance and repairs are expensed to operations as incurred, while betterments and additions are capitalized. On sale or retirement, the cost of the property and the related accumulated depreciation are removed from the respective accounts and any resulting gains or losses are reflected in income.

Goodwill and intangible assets

Goodwill represents the excess of purchase price over the fair value of assets acquired and liabilities assumed in a business combination and is not subject to amortization.

Intangible assets are recorded at a fair value on the date they are acquired and are amortized using the straight-line method over their estimated useful lives as follows:

Customer relationships	4 to 20 years
Trademark	15 to 30 years
Franchise agreements	pattern of use

Goodwill is tested for impairment annually, on August 1, or more frequently if events or changes in circumstances indicate the asset might be impaired, in which case the carrying amount of the asset is written down to fair value. Impairment of goodwill is tested at the reporting unit level. Impairment is tested by first assessing qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. Where it is determined to be more likely than not that its fair value is greater than its carrying amount, no further testing is required. When the qualitative analysis is not sufficient to support that the fair value exceeds the carrying amount, a goodwill impairment test is performed. The Company also has an unconditional option to bypass the qualitative assessment for any reporting unit in any period and proceed directly to performing a quantitative goodwill impairment test. The Company may resume performing the qualitative assessment in any subsequent period. A quantitative goodwill impairment test is performed by comparing the fair value of each reporting unit to its carrying value, including goodwill. Fair value is estimated using a market multiple method, which estimates market multiples of earnings before interest, taxes, depreciation and amortization (EBITDA) for comparable entities with similar operations and economic characteristics. Significant assumptions used in estimating the fair value of each reporting unit include the market multiples of EBITDA.

Impairment of long-lived assets

The Company reviews the carrying amount of its long-lived assets including, but not limited to, property and equipment and intangible and other assets, if events or changes in circumstances indicate the asset might be impaired. The carrying amount of a long-lived asset group is considered impaired when the undiscounted cash flow from such asset group is estimated to be less than its carrying amount. In that event, a loss is recognized as the amount by which the carrying amount exceeds its fair value. Fair value is determined primarily using the anticipated cash flows discounted at a rate commensurate with the risk involved. Losses on long-lived asset groups to be disposed of would be determined in a similar manner, except that fair value would be reduced by any costs of disposal.

FS Brands, Inc.
Notes to Consolidated Financial Statements
December 31, 2022 and December 31, 2021

(expressed in US dollars)

Deferred revenue and customer deposits

Deferred revenue represents payments received in connection with services to be provided in the future and is recognized when the services have been provided. Customer deposits represent payments received as deposits in connection with California Closet products to be installed.

Leases

The Company has lease agreements with lease and non-lease components and has elected to account for each lease component (e.g., fixed rent payments) separately from the non-lease components (e.g., common-area maintenance costs). The Company has also elected not to recognize the right-of-use assets and lease liabilities for short-term leases that have a lease term of 12 months or less. Leases are recognized on the balance sheets when the lease term commences, and the associated lease payments are recognized as an expense on a straight-line basis over the lease term.

Income taxes

Income tax has been provided using the asset and liability method whereby deferred income tax assets and liabilities are recognized for the expected future income tax consequences of events that have been recognized in the consolidated financial statements or income tax returns. Deferred income tax assets and liabilities are measured using enacted income tax rates expected to apply to taxable income in the years in which temporary differences are expected to reverse, be recovered or be settled. The effect on deferred income tax assets and liabilities of a change in income tax rates is recognized in earnings in the period in which the change occurs. A valuation allowance is recorded unless it is more likely than not that realization of a deferred income tax asset will occur based on available evidence.

Non-controlling interests

The non-controlling interests are considered to be redeemable securities and accordingly are recorded at the greater of (i) the redemption amount; or (ii) the amount initially recorded as redeemable non-controlling interest at the date of inception of the minority equity position. This amount is recorded in the “mezzanine” section of the consolidated balance sheets, outside of stockholders’ equity. Changes in the redeemable non-controlling interests amount are recognized immediately as they occur.

Fair value measurements

Fair value measurements are measured using inputs from the three levels of the fair value hierarchy. The classification within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement. The three levels are as follows:

Level 1 – quoted prices (unadjusted) in active markets for identical assets or liabilities;

FS Brands, Inc.
Notes to Consolidated Financial Statements
December 31, 2022 and December 31, 2021

(expressed in US dollars)

Level 2 – observable market based inputs other than quoted prices in active markets for identical assets or liabilities; and

Level 3 – unobservable inputs.

Concentrations

The Company’s financial instruments exposed to credit risk include cash and cash equivalents, restricted cash, accounts receivable and notes receivable. The Company places its cash, restricted cash and cash equivalents with institutions of high creditworthiness. Management routinely assesses the collectability of its accounts receivable and notes receivable and its credit risk is limited due to the dispersion of the customer base comprising the receivables.

3 Revenue from contracts with customers

Franchise fee revenue recognized during the twelve months ended December 31, 2022, which was included in deferred revenue at the beginning of the period, was \$4,416,416 (2021 – \$4,189,800). These fees are recognized over the life of the underlying franchise agreement, usually between 5 – 10 years.

The majority of current unearned revenue as at December 31, 2021 was recognized into income during 2022.

External broker costs and employee sales commissions in obtaining new franchisees are capitalized in accordance with the revenue standard and are amortized over the life of the underlying franchise agreement. Costs amortized during the twelve months ended December 31, 2022 were \$1,953,819 (2021 – \$1,979,515). The closing amount of the capitalized costs to obtain contracts on the balance sheets as at December 31, 2022 was \$8,601,730 (2021 – \$7,295,196). There were no impairment losses recognized related to those assets in 2021.

Disaggregated revenue is as follows:

	Twelve months ended December 31	
	2022	2021
	\$	\$
Revenue recognized		
Point in time	625,511,188	499,635,473
Over time	5,134,687	4,815,123

The Company disaggregates revenue by point in time and over time.

FS Brands, Inc.

Notes to Consolidated Financial Statements December 31, 2022 and December 31, 2021

(expressed in US dollars)

4 Transactions with related parties

Management fees

The Company has a management agreement with the parent that provides certain administrative and management services to the Company. For the years ended December 31, 2022 and December 31, 2021, the fees for such services totalled \$6,673,136 (2021 – \$7,418,510). These transactions were in the normal course of operations and were measured at the exchange amount.

5 Notes receivable

The Company has notes receivable from franchisees for various franchise fees and royalties. These notes bear interest at rates ranging from nil% to 8%, are unsecured and are repayable in monthly instalments. Also included in notes receivable are amounts owing from certain non-controlling interest stockholders. The total amount due from non-controlling interests is \$462,291 (2021 – \$202,062). The interest rate on these notes is 2.5%.

As at December 31, 2022, annual maturities on the notes receivable were as follows:

	\$
2023	958,294
2024	7,806,182
2025	458,893
2026	329,977
2027	112,734
Thereafter	<u>880,321</u>
	10,546,401
Less: Allowance for doubtful accounts	<u>76,500</u>
	10,469,901
Less: Current portion	<u>958,294</u>
	<u><u>9,511,607</u></u>

FS Brands, Inc.
Notes to Consolidated Financial Statements
December 31, 2022 and December 31, 2021

(expressed in US dollars)

6 Property and equipment

				2022
	Depreciation period	Gross carrying amount \$	Accumulated depreciation \$	Net \$
Production equipment	5 to 7 years	36,100,396	24,883,201	11,217,195
Vehicles	5 years	36,711,890	22,061,640	14,650,250
Furniture and fixtures	5 to 7 years	13,915,248	10,264,897	3,650,351
Computers and equipment	3 to 5 years	48,633,491	28,116,735	20,516,756
Leasehold improvements	lease term	17,998,005	13,508,954	4,489,051
		153,359,030	98,835,427	54,523,603
				2021
	Depreciation period	Gross carrying amount \$	Accumulated depreciation \$	Net \$
Production equipment	5 to 7 years	28,315,940	20,692,674	7,623,266
Vehicles	5 years	25,238,074	14,757,497	10,480,577
Furniture and fixtures	5 to 7 years	12,294,984	8,091,964	4,203,020
Computers and equipment	3 to 5 years	37,439,576	22,088,186	15,351,390
Computer software	3 to 5 years	1,361,498	689,048	672,450
Leasehold improvements	lease term	16,372,266	12,575,922	3,796,344
		121,022,338	78,895,291	42,127,047

Depreciation expense totalled \$15,889,477 (2021 – \$15,705,978) for the years ended December 31, 2022 and December 31, 2021.

7 Intangible assets

				2022
		Gross carrying amount \$	Accumulated amortization \$	Net \$
Trademarks		10,774,499	7,181,520	3,592,979
Franchise agreements		48,487,505	31,996,307	16,491,198
Customer relationship		23,096,611	7,799,564	15,297,047
Non-compete and other		3,587,212	1,400,116	2,187,096
		85,945,827	48,377,507	37,568,320

FS Brands, Inc.
Notes to Consolidated Financial Statements
December 31, 2022 and December 31, 2021

(expressed in US dollars)

	2021		
	Gross carrying amount \$	Accumulated amortization \$	Net \$
Trademarks	10,774,498	6,950,220	3,824,278
Franchise agreements	41,933,677	28,705,335	13,228,342
Customer relationship	15,046,611	6,514,484	8,532,127
Non-compete and other	633,165	633,165	-
	<u>68,387,951</u>	<u>42,803,204</u>	<u>25,584,747</u>

Amortization expense totalled \$5,186,108 (2021 – \$4,101,521) for the years ended December 31, 2022 and December 31, 2021.

The following is the estimated annual amortization expense for each of the next five years:

	\$
2023	6,982,861
2024	5,751,290
2025	5,659,493
2026	5,202,581
2027	4,644,755

8 Goodwill

Goodwill represents the excess of purchase price over the value assigned to the net tangible and identifiable intangible assets of businesses acquired. A test for goodwill impairment is required to be completed annually, in the Company's case as of August 1, or more frequently if events or changes in circumstances indicate the asset might be impaired. Based on the quantitative assessment in 2022, the Company has concluded that goodwill is not impaired.

	\$
Balance as at December 31, 2020	81,942,052
Goodwill acquired during the year	10,514,739
Goodwill adjustment during the year	<u>(312,515)</u>
Balance as at December 31, 2021	92,144,276
Goodwill acquired during the year	20,902,769
Goodwill adjustment during the year	<u>3,938,711</u>
Balance as at December 31, 2022	<u>116,985,756</u>

FS Brands, Inc.

Notes to Consolidated Financial Statements December 31, 2022 and December 31, 2021

(expressed in US dollars)

9 Leases

The Company has operating leases for corporate offices, copiers and certain equipment. Its leases have remaining lease terms of 1 year to 10 years, some of which may include options to extend the leases for up to 8 years, and some of which may include options to terminate the leases within 1 year. The Company evaluates renewal terms on a lease-by-lease basis to determine if the renewal is reasonably certain. The amount of operating lease expense recorded in the consolidated statements of income and comprehensive income was \$11,578,812 (2021– \$10,122,570).

Other information related to leases was as follows:

Supplemental cash flows information, twelve months ended December 31, 2022

Cash paid for amounts included in the measurement of operating lease liabilities	11,164,231
Right-of-use assets obtained in exchange for operating lease obligation	23,247,830
Weighted average remaining operating lease term	5.59 Years
Weighted average discount rate	4.19%

The following represent operating lease commitments:

	\$
2023	12,723,116
2024	11,312,744
2025	9,575,034
2026	8,108,272
2027 and thereafter	16,457,365
	<u>58,176,531</u>

FS Brands, Inc.
Notes to Consolidated Financial Statements
December 31, 2022 and December 31, 2021

(expressed in US dollars)

10 Income taxes

The components of the provision for income taxes are as follows:

	2022	2021
	\$	\$
Current provision		
Federal	13,250,598	10,119,645
State	4,175,051	3,137,937
	<u>17,425,649</u>	<u>13,257,582</u>
Deferred recovery		
Federal	1,001,480	(133,850)
State	(270,679)	192,177
	<u>730,801</u>	<u>58,327</u>
	<u>18,156,450</u>	<u>13,315,909</u>

The components of deferred income tax assets and liabilities are as follows:

	2022	2021
	\$	\$
Deferred income tax assets		
Accrued expenses	6,966,265	5,372,555
Bad debt	767,530	1,403,541
Future benefit of tax losses	1,154,551	816,206
	<u>8,888,346</u>	<u>7,592,302</u>
Deferred income tax liabilities		
Purchased goodwill and intangible assets	7,550,504	6,033,141
Property and equipment	8,854,545	7,320,790
Investment in partnership	1,122,584	672,989
	<u>17,527,633</u>	<u>14,026,920</u>
Net deferred income tax liabilities before valuation allowance	8,639,287	6,434,618
Valuation allowance	1,018,192	726,080
Net deferred income tax liabilities	<u>9,657,479</u>	<u>7,160,698</u>

FS Brands, Inc.

Notes to Consolidated Financial Statements December 31, 2022 and December 31, 2021

(expressed in US dollars)

The number of years with open tax audits varies depending on the tax jurisdiction. The Company's taxing jurisdiction is the United States of America. With few exceptions, the Company is no longer subject to US federal, state and local income tax examinations by tax authorities for years before 2015.

The Company does not currently expect any material impact on earnings to result from the resolution of matters relating to open taxation years; however, actual settlements may differ from amounts accrued. Currently, it is not reasonably possible to determine whether unrecognized tax benefits will increase or decrease within the next 12 months with respect to settlements of tax audits. The Company has made its current estimates on facts and circumstances known to date and cannot predict subsequent or changed facts and circumstances that could affect its current estimates.

11 Notes payable

	2022 \$	2021 \$
Promissory note, unsecured, payable in annual instalments through January 2023, interest at 2%	456,933	882,858
Less: Current portion	456,933	454,287
	<u>-</u>	<u>428,571</u>

12 Change in non-cash working capital

	2022 \$	2021 \$
Accounts receivable	(1,871,126)	(4,330,598)
Inventories	(17,868,743)	(5,187,631)
Notes receivable	1,069,030	(1,730,001)
Prepaid expenses and other current assets	(2,243,093)	(4,949,938)
Accounts payable	440,038	(1,792,448)
Accrued liabilities	15,827,746	16,204,166
Deferred revenue and customer deposits	(1,587,836)	16,498,965
Income taxes	(3,012,516)	(3,026,871)
Other liabilities	(2,518,521)	50,444
	<u>(11,765,021)</u>	<u>11,736,088</u>

FS Brands, Inc.
Notes to Consolidated Financial Statements
December 31, 2022 and December 31, 2021

(expressed in US dollars)

13 Non-controlling interests

The following table provides a reconciliation of the beginning and ending amounts for non-controlling interests (NCI):

	2022	2021
	\$	\$
Balance – Beginning of year	28,256,345	18,767,098
Share of earnings of NCI	3,241,134	2,350,221
Redemption increment of NCI	9,098,981	8,058,800
Distributions paid to NCI	(2,991,003)	(2,418,908)
Purchase of NCI	(1,712,355)	(2,276,657)
Sale of NCI	16,454,069	3,775,791
	<hr/>	<hr/>
Balance – End of year	<u>52,347,171</u>	<u>28,256,345</u>

The Company has stockholders' agreements in place for each of its non-wholly owned subsidiaries. These agreements allow the Company to call the NCI at a price determined with the use of a formula price, which is usually equal to a fixed multiple of average annual net income before extraordinary items, income taxes, interest, depreciation and amortization. The agreements also have redemption features, which allow the owners of the NCI to put their equity into the Company at the same price, subject to certain limitations. The formula price is referred to as the redemption amount and may be settled in cash or with the ultimate parent's shares. The redemption amount as at December 31, 2022 and December 31, 2021 was \$53,347,171 (2021 – \$28,256,350).

14 Letters of credit

College Pro Painters (U.S.) Ltd. is required to obtain irrevocable bank letters of credit totalling \$311,649 (2021 – \$311,649). The letters of credit are to remain open for the duration of certain stop-loss insurance policies or until all insurance claims against College Pro Painters (U.S.) Ltd. have been settled.

15 Fair values of financial instruments

The carrying amounts of cash and cash equivalents, accounts receivable and accounts payable and accrued liabilities approximate their fair values due to the short-term maturity of these instruments. The following are estimates of the fair values for other financial instruments:

	Carrying amount	Fair value
	\$	\$
Notes receivable	10,469,901	9,022,927
Notes payable	456,933	452,431
Contingent consideration	6,473,500	5,489,847

FS Brands, Inc.

Notes to Consolidated Financial Statements December 31, 2022 and December 31, 2021

(expressed in US dollars)

Notes receivable include amounts due from franchisees and non-controlling stockholders. Notes payable include amounts due to vendors in connection with business acquisitions. The fair values of these instruments are determined using a valuation model with prevailing interest rates obtained from third parties. The inputs are unobservable and thus classified as Level 3 and relate to future cash flows and discount rates, which requires the Company to develop its own assumptions.

16 Defined contribution pension plan

The Company contributed \$2,998,964 (2021 – \$2,356,024) to its 401(k) plan during the year, which has been recorded as an expense in each of the respective years.

17 Acquisitions

In 2022, the Company completed three acquisitions, the details of which are as follows:

	\$
Current assets	18,181,408
Current liabilities	(5,665,496)
Non-current liabilities	(4,725,304)
Redeemable non-controlling interest	<u>(16,011,637)</u>
Net assets	<u>(8,221,029)</u>
Cash consideration	27,330,472
Contingent consideration	<u>3,324,501</u>
Total purchase consideration	<u>30,654,973</u>
Acquired intangible assets	<u>17,973,233</u>
Goodwill	<u>20,902,769</u>

FS Brands, Inc.

Consolidated Financial Statements
December 31, 2021 and
December 31, 2020
(expressed in US dollars)



Report of Independent Auditors

To the Stockholders of FS Brands, Inc.

Opinion

We have audited the accompanying consolidated financial statements of FS Brands, Inc. and its subsidiaries (the “Company”), which comprise the consolidated balance sheets as of December 31, 2021 and December 31, 2020, and the related consolidated statements of income and comprehensive income, consolidated statements of changes in stockholders’ equity and consolidated statements of cash flows for the years then ended, including the related notes (collectively referred to as the “consolidated financial statements”).

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and December 31, 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors’ Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company’s ability to continue as a going concern for one year after the date the financial statements are available to be issued.

PricewaterhouseCoopers LLP
PwC Tower, 18 York Street, Suite 2600, Toronto, Ontario, Canada M5J 0B2
T: +1 416 863 1133, F: +1 416 365 8215

PwC refers to PricewaterhouseCoopers LLP, an Ontario limited liability partnership.



Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

PricewaterhouseCoopers LLP

Toronto, Ontario, Canada
March 3, 2022

FS Brands, Inc.
Consolidated Balance Sheets
As at December 31, 2021 and December 31, 2020

(expressed in US dollars)

	2021 \$	2020 \$
Assets		
Current assets		
Cash and cash equivalents	64,566,329	88,795,549
Restricted cash	10,677,487	6,259,023
Accounts receivable – net of allowance for doubtful accounts of \$6,166,248 (2020 – \$7,432,017)	47,835,151	40,738,912
Notes receivable (note 6)	2,845,266	1,067,941
Inventories	26,851,976	21,083,207
Prepaid expenses and other current assets	14,851,733	10,076,874
Income taxes recoverable (note 11)	9,179,394	5,943,733
	176,807,336	173,965,239
Notes receivable (note 6)	8,693,666	8,740,990
Other assets	6,088,395	5,864,706
Property and equipment (note 7)	42,127,045	37,688,711
Intangible assets (note 8)	25,584,760	24,863,375
Goodwill (note 9)	92,144,276	81,942,052
Operating lease right-of-use asset	38,074,827	36,032,257
	389,520,305	369,097,330

Approved by the Board of Directors

_____ Director _____ Director

The accompanying notes are an integral part of these consolidated financial statements.

FS Brands, Inc.
Consolidated Balance Sheets...*continued*
As at December 31, 2021 and December 31, 2020

(expressed in US dollars)

	2021 \$	2020 \$
Liabilities		
Current liabilities		
Accounts payable	11,530,513	13,299,995
Accrued liabilities	59,329,417	42,384,098
Notes payable (note 12)	454,286	435,000
Deferred revenue and customer deposits	48,047,327	32,041,418
Due to ultimate parent	11,251,340	7,593,615
Due to parent company	3,259,862	3,421,796
Operating lease liabilities – current	8,819,383	8,338,340
	<u>142,692,128</u>	<u>107,514,262</u>
Notes payable (note 12)	428,571	857,143
Deferred revenues	14,603,412	13,404,747
Long-term value appreciation rights	2,724,651	1,890,722
Income taxes payable (note 11)	186,059	186,059
Deferred income taxes (note 11)	7,160,698	6,829,369
Operating lease liabilities – non-current	31,278,258	29,563,378
	<u>199,073,777</u>	<u>160,245,680</u>
Non-controlling interests (note 14)	28,256,345	18,767,098
Stockholders' Equity		
Common stock	1	1
Additional paid-in capital	29,529,067	29,529,067
Retained earnings	132,661,115	160,555,484
	<u>162,190,183</u>	<u>190,084,552</u>
	<u>389,520,305</u>	<u>369,097,330</u>

The accompanying notes are an integral part of these consolidated financial statements.

FS Brands, Inc.**Consolidated Statements of Income and Comprehensive Income
For the years ended December 31, 2021 and December 31, 2020**

(expressed in US dollars)

	2021 \$	2020 \$
Revenue		
Royalties (note 3)	87,815,731	70,476,363
Franchise fees	4,398,890	4,153,582
Merchandise sales	338,168,074	286,162,253
Services and other	74,067,901	58,149,261
	<u>504,450,596</u>	<u>418,941,459</u>
Costs and expenses		
Franchise operating	27,192,498	21,657,219
Cost of merchandise sales	238,949,248	200,653,290
Cost of services	6,221,708	5,167,179
General and administrative	155,107,036	125,729,239
Management fees to parent (note 5)	7,418,510	4,430,219
Depreciation and amortization	19,807,499	20,801,420
	<u>454,696,499</u>	<u>378,438,566</u>
Income from operations	<u>49,754,097</u>	<u>40,502,893</u>
Other income (expense)		
Interest income	427,208	571,979
Interest expense	-	-
	<u>427,208</u>	<u>571,979</u>
Income before income taxes	50,181,305	41,074,872
Provision for income taxes (note 11)	13,315,914	11,005,369
Net income for the year	36,865,391	30,069,503
Non-controlling interests' share of earnings (note 14)	(2,350,221)	(1,526,754)
Non-controlling interests redemption increment (note 14)	(8,058,800)	(2,570,391)
Net income and comprehensive income attributable to common stockholders for the year	<u>26,456,370</u>	<u>25,972,358</u>

The accompanying notes are an integral part of these consolidated financial statements.

FS Brands, Inc.**Consolidated Statements of Changes in Stockholders' Equity
For the years ended December 31, 2021 and December 31, 2020**

(expressed in US dollars)

	Common stock \$	Additional paid-in capital \$	Retained earnings \$	Total \$
Balance – December 31, 2019	1	29,529,067	134,677,669	164,206,737
Impact of CECL standard	-	-	(51,705)	(51,705)
Other movements	-	-	(42,838)	(42,838)
Net income and comprehensive income attributable to common stockholders for the year	-	-	25,972,358	25,972,358
Balance – December 31, 2020	1	29,529,067	160,555,484	190,084,552
Other movements	-	-	208,796	208,796
Dividends	-	-	(54,559,535)	(54,559,535)
Net income and comprehensive income attributable to common stockholders for the year	-	-	26,456,370	26,456,370
Balance – December 31, 2021	1	29,529,067	132,661,115	162,190,183

The accompanying notes are an integral part of these consolidated financial statements.

FS Brands, Inc.

Consolidated Statements of Cash Flows

For the years ended December 31, 2021 and December 31, 2020

(expressed in US dollars)

	2021 \$	2020 \$
Cash provided by (used in)		
Operating activities		
Net income for the year	36,865,391	30,069,503
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation of property and equipment (note 7)	15,705,978	14,851,981
Amortization of intangible assets	4,101,521	5,949,439
Deferred income taxes	58,327	722,653
Change in non-cash working capital (note 13)	11,736,088	25,173,976
	<u>68,467,305</u>	<u>76,767,552</u>
Investing activities		
Purchase of property and equipment	(19,247,316)	(11,681,756)
Acquisition of businesses	(14,212,272)	(21,800)
	<u>(33,459,588)</u>	<u>(11,703,556)</u>
Financing activities		
Advance from parent	3,495,791	3,466,199
Advance of notes payable	(409,286)	(1,380,622)
Purchase of non-controlling interest (note 14)	(2,276,657)	(2,128,811)
Sales of shares to non-controlling interests	1,350,117	-
Payment of dividends to parent	(52,689,410)	-
Payment of dividends to non-controlling interests	(4,289,028)	(1,619,722)
	<u>(54,818,473)</u>	<u>(1,662,956)</u>
Increase in cash and cash equivalents during the year	(19,810,756)	63,401,040
Cash and cash equivalents – Beginning of year	95,054,572	31,653,532
Cash and cash equivalents – End of year	<u>75,243,816</u>	<u>95,054,572</u>
Supplementary information		
Cash paid for interest and dividends	(181,562)	(271,125)
Cash paid for income taxes	11,743,547	11,755,401

The accompanying notes are an integral part of these consolidated financial statements.

FS Brands, Inc.

Notes to Consolidated Financial Statements

December 31, 2021 and December 31, 2020

(expressed in US dollars)

1 Nature of business operations

FS Brands, Inc. (the Company), incorporated on March 31, 2010, is a 97.18% owned subsidiary of FS Property Services (U.S.) Inc. (the parent), which is indirectly a 100% owned subsidiary of FirstService Corporation (the ultimate parent), a publicly owned, diversified real estate services company.

Through the following subsidiaries, CertaPro Painters Ltd., Paul Davis Restoration, Inc., California Closet Company, Inc., Pillar to Post, Inc. and Floor Coverings International, Ltd., the Company's principal function is the recruiting, training and operation of franchise systems throughout the United States. In addition, the Company controls 20 California Closet franchises and 11 Paul Davis Restoration franchises.

2 Risk and uncertainties

Currently, one of the most significant risks and uncertainties is the potential adverse effect of the current pandemic of the novel coronavirus, or COVID-19. The COVID-19 pandemic in North America has had an impact on most of the Company's operations, particularly its service lines tied to home improvement. All of its businesses have been designated essential services in most of their geographic regions. The various "stay-at-home" and social distancing measures continue to impact the Company's ability to operate on the premises of its residential and commercial customers. Although many regions where the Company operates have reopened, it is challenging to predict the financial performance in upcoming reporting periods with reasonable accuracy due to the lack of visibility around the duration and severity of the crisis and its dynamic changes.

3 Summary of significant accounting policies

The preparation of consolidated financial statements in accordance with accounting principles generally accepted in the United States of America (US GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities as at the dates of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting periods. The most significant estimates made by management relate to the collectability of accounts receivable and notes receivable, reserves for uncertain tax positions, the initial determination of fair values of assets acquired and liabilities assumed in business combinations and the assessment of potential impairment of goodwill and intangible assets. Actual results could differ from those estimates.

Basis of consolidation

The consolidated financial statements include the accounts of the Company and its subsidiaries. All significant intercompany balances and transactions between the Company and its subsidiaries are eliminated on consolidation.

FS Brands, Inc.
Notes to Consolidated Financial Statements
December 31, 2021 and December 31, 2020

(expressed in US dollars)

Revenue recognition and unearned revenue

The Company accounts for a contract with a customer when there is approval and commitment from both parties, the rights of the parties are identified, payment terms are identified, the contract has commercial substance and the collectability of consideration is probable. The Company measures revenue based on consideration specified in the contract of each customer and recognizes revenue as the performance obligations are satisfied by transferring the control of the service or product to a customer.

- Franchisor operations

The Company operates several franchise systems. Initial franchise fees are deferred and recognized over the term of the franchise agreement. Royalty revenue is recognized based on a contracted percentage of franchisee revenue, as reported by the franchisees. Revenue from administrative and other support services, as applicable, is recognized as the services are provided.

The Company's franchise systems operate marketing funds on behalf of franchisees. Advertising fund contributions from franchisees and advertising fund expenditures are reported on a gross basis in the Company's consolidated statements of income and comprehensive income. To the extent that contributions received exceed advertising expenditures, the excess amount is accrued and offset as a deferred liability, whereas any expenditures in excess of contributions are expensed as incurred. As such, advertising fund contributions and the related revenue and expenses may be reported in a different period.

- Revenue from construction contracts and service operations other than franchisor operations

Revenue is recognized at the time the service is rendered. Certain services, including but not limited to construction contracts and real estate project management work-in-process, are recognized over time based on percentage of completion, a ratio of actual costs to total estimated contract costs. In cases where anticipated costs to complete a project exceed the revenue to be recognized, a provision for the additional estimated losses is recorded in the period when the loss becomes apparent. Amounts received from customers in advance of services being provided are recorded as unearned revenue when received.

Cash and cash equivalents

The Company considers all investments readily convertible into cash and having an initial maturity of three months or less to be cash equivalents. Cash equivalents include money market funds and time deposits, which are carried at cost and approximate fair value.

Restricted cash

Restricted cash comprises cash restricted for marketing fund use. The Company is in custody of the cash received from franchisees for use in franchisee marketing funds.

Per the guidance issued by the Financial Accounting Standards Board (FASB) on restricted cash (Accounting Standards Update (ASU) No. 2016-18), the Company's consolidated statements of cash flows explain the change during the period in the total of cash and cash equivalents and amounts generally described as restricted cash and restricted cash equivalents. The Company's restricted cash balance consists primarily of cash related to our marketing funds.

FS Brands, Inc.
Notes to Consolidated Financial Statements
December 31, 2021 and December 31, 2020

(expressed in US dollars)

Inventories

Inventories consist of finished products, accessories and components of closet and workspace systems, painting kits, film and supplies held for resale. Inventories are valued at the lower of cost (first in, first out) and net realizable value. Work-in-progress inventory relates to construction contracts in process and is accounted for using the percentage of completion method.

Property and equipment

Property and equipment are stated at cost less accumulated depreciation and any impairment in value. Depreciation is provided using the straight-line method over the estimated useful lives of the assets, except for leasehold improvements, which are depreciated on a straight-line basis over the lesser of the useful life of the asset or the remaining lease term.

Maintenance and repairs are expensed to operations as incurred, while betterments and additions are capitalized. On sale or retirement, the cost of the property and the related accumulated depreciation are removed from the respective accounts and any resulting gains or losses are reflected in income.

Goodwill and intangible assets

Goodwill represents the excess of purchase price over the fair value of assets acquired and liabilities assumed in a business combination and is not subject to amortization.

Intangible assets are recorded at a fair value on the date they are acquired and are amortized using the straight-line method over their estimated useful lives as follows:

Customer relationships	4 to 20 years
Trademark	15 to 30 years
Franchise agreements	pattern of use

Goodwill is tested for impairment annually, on August 1, or more frequently if events or changes in circumstances indicate the asset might be impaired, in which case the carrying amount of the asset is written down to fair value. Impairment of goodwill is tested at the reporting unit level. Impairment is tested by first assessing qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount. Where it is determined to be more likely than not that its fair value is greater than its carrying amount, no further testing is required. When the qualitative analysis is not sufficient to support that the fair value exceeds the carrying amount, a goodwill impairment test is performed.

Impairment of long-lived assets

The Company reviews the carrying amount of its long-lived assets including, but not limited to, property and equipment and intangible and other assets, if events or changes in circumstances indicate the asset might be impaired. The carrying amount of a long-lived asset group is considered impaired when the undiscounted cash flow from such asset group is estimated to be less than its carrying amount. In that event, a loss is recognized as the amount by which the carrying amount exceeds its fair value. Fair value is determined primarily using the anticipated cash flows discounted at a rate commensurate with the risk involved. Losses on long-lived asset groups to be disposed of would be determined in a similar manner, except that fair value would be reduced by any costs of disposal.

FS Brands, Inc.
Notes to Consolidated Financial Statements
December 31, 2021 and December 31, 2020

(expressed in US dollars)

Deferred revenue and customer deposits

Deferred revenue represents payments received in connection with services to be provided in the future and is recognized when the services have been provided. Customer deposits represent payments received as deposits in connection with California Closet products to be installed.

Leases

The Company adopted ASU 842, Leases, as of January 1, 2019 using the modified retrospective approach. In addition, the Company elected the package of practical expedients permitted under the transition guidance within the new standard, which, among other things, allowed the Company to carry forward the historical lease classification.

The Company has lease agreements with lease and non-lease components and has elected to account for each lease component (e.g., fixed rent payments) separately from the non-lease components (e.g., common-area maintenance costs). The Company has also elected not to recognize the right-of-use assets and lease liabilities for short-term leases that have a lease term of 12 months or less. Leases are recognized on the balance sheet when the lease term commences, and the associated lease payments are recognized as an expense on a straight-line basis over the lease term.

Income taxes

Income tax has been provided using the asset and liability method whereby deferred income tax assets and liabilities are recognized for the expected future income tax consequences of events that have been recognized in the consolidated financial statements or income tax returns. Deferred income tax assets and liabilities are measured using enacted income tax rates expected to apply to taxable income in the years in which temporary differences are expected to reverse, be recovered or be settled. The effect on deferred income tax assets and liabilities of a change in income tax rates is recognized in earnings in the period in which the change occurs. A valuation allowance is recorded unless it is more likely than not that realization of a deferred income tax asset will occur based on available evidence.

Non-controlling interests

The non-controlling interests are considered to be redeemable securities and accordingly are recorded at the greater of (i) the redemption amount; or (ii) the amount initially recorded as a non-controlling interest at the date of inception of the minority equity position. This amount is recorded in the mezzanine section of the consolidated balance sheet, outside of stockholders' equity. Changes in the non-controlling interests amount are recognized immediately as they occur.

FS Brands, Inc.
Notes to Consolidated Financial Statements
December 31, 2021 and December 31, 2020

(expressed in US dollars)

Fair value measurements

Fair value measurements are measured using inputs from the three levels of the fair value hierarchy. The classification within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement. The three levels are as follows:

Level 1 – quoted prices (unadjusted) in active markets for identical assets or liabilities;

Level 2 – observable market based inputs other than quoted prices in active markets for identical assets or liabilities; and

Level 3 – unobservable inputs.

Concentrations

The Company’s financial instruments exposed to credit risk include cash and cash equivalents, restricted cash, accounts receivable and notes receivable. The Company places its cash, restricted cash and cash equivalents with institutions of high creditworthiness. Management routinely assesses the collectability of its accounts receivable and notes receivable and its credit risk is limited due to the dispersion of the customer base comprising the receivables.

4 Revenue from contracts with customers

Franchise fee revenue recognized during the twelve months ended December 31, 2021 that was included in deferred revenue at the beginning of the period was \$4,189,800 (2020 – \$3,894,494). These fees are recognized over the life of the underlying franchise agreement, usually between 5 – 10 years.

External broker costs and employee sales commissions in obtaining new franchisees are capitalized in accordance with the revenue standard and are amortized over the life of the underlying franchise agreement. Costs amortized during the twelve months ended December 31, 2021 were \$1,979,515 (2020 – \$1,888,243). The closing amount of the capitalized costs to obtain contracts on the balance sheet as at December 31, 2021 was \$7,295,196 (2020 – \$7,156,920). There were no impairment losses recognized related to those assets in 2021.

Disaggregated revenue is as follows:

	<u>Twelve months ended December 31</u>	
	2021	2020
	\$	\$
Revenue recognized		
Point in time	499,635,473	414,423,823
Over time	4,815,123	4,517,636

The Company disaggregates revenue by point in time and over time.

FS Brands, Inc.
Notes to Consolidated Financial Statements
December 31, 2021 and December 31, 2020

(expressed in US dollars)

5 Transactions with related parties

Management fees

The Company has a management agreement with the parent that provides certain administrative and management services to the Company. For the years ended December 31, 2021 and December 31, 2020, the fees for such services totalled \$7,418,510 (2020 – \$4,430,219). These transactions were in the normal course of operations and were measured at the exchange amount.

6 Notes receivable

The Company has notes receivable from franchisees for various franchise fees and royalties. These notes bear interest at rates ranging from nil% to 8%, are unsecured and are repayable in monthly instalments. Also included in notes receivable are amounts owing from certain non-controlling interest stockholders. The total amount due from non-controlling interests is \$202,062 (2020 – \$202,062). The interest rate on these notes is 2.5%.

As at December 31, 2021, annual maturities on the notes receivable are as follows:

	\$
2022	2,845,266
2023	7,619,982
2024	307,098
2025	199,984
2026	99,057
Thereafter	<u>590,317</u>
	11,661,704
Less: Allowance for doubtful accounts	<u>122,769</u>
	11,538,935
Less: Current portion	<u>2,845,266</u>
	<u>8,693,669</u>

FS Brands, Inc.
Notes to Consolidated Financial Statements
December 31, 2021 and December 31, 2020

(expressed in US dollars)

7 Property and equipment

				2021
	Depreciation period	Gross carrying amount \$	Accumulated depreciation \$	Net \$
Production equipment	5 to 7 years	28,315,940	20,692,674	7,623,266
Vehicles	5 years	25,238,074	14,757,497	10,480,577
Furniture and fixtures	5 to 7 years	12,294,984	8,091,964	4,203,020
Computers and equipment	3 to 5 years	37,439,576	22,088,186	15,351,390
Computer software	3 to 5 years	1,361,498	689,048	672,450
Leasehold improvements	lease term	16,372,266	12,575,922	3,796,344
		121,022,338	78,895,291	42,127,047
				2020
	Depreciation period	Gross carrying amount \$	Accumulated depreciation \$	Net \$
Production equipment	5 to 7 years	27,247,644	17,832,134	9,415,510
Vehicles	5 years	20,287,515	13,083,245	7,204,270
Furniture and fixtures	5 to 7 years	11,685,576	6,150,598	5,534,978
Computers and equipment	3 to 5 years	28,158,527	19,264,448	8,894,079
Computer software	3 to 5 years	5,876,596	5,121,383	755,213
Leasehold improvements	lease term	17,135,511	11,250,850	5,884,661
		110,391,369	72,702,658	37,688,711

Depreciation expense totalled \$15,705,978 (2020 – \$14,625,798) for the years ended December 31, 2021 and December 31, 2020.

8 Intangible assets

				2021
	Gross carrying amount \$	Accumulated amortization \$	Net \$	
Trademarks	10,774,498	6,950,220	3,824,278	
Franchise agreements	41,933,677	28,705,335	13,228,342	
Customer relationship	15,046,611	6,514,484	8,532,127	
Non-compete and other	633,165	633,165	-	
		68,387,951	42,803,204	25,584,747

FS Brands, Inc.
Notes to Consolidated Financial Statements
December 31, 2021 and December 31, 2020

(expressed in US dollars)

	2020		
	Gross carrying amount \$	Accumulated amortization \$	Net \$
Trademarks	10,774,498	6,617,093	4,157,405
Franchise agreements	40,840,771	25,849,676	14,991,095
Customer relationship	11,316,611	5,601,736	5,714,875
Non-compete and other	633,165	633,165	-
	63,565,045	38,701,670	24,863,375

Amortization expense totalled \$4,101,521 (2020 – \$5,949,439) for the years ended December 31, 2021 and December 31, 2020.

The following is the estimated annual amortization expense for each of the next five years:

	\$
2022	4,201,738
2023	4,201,738
2024	3,464,842
2025	3,464,842
2026	3,464,842

9 Goodwill

Goodwill represents the excess of purchase price over the value assigned to the net tangible and identifiable intangible assets of businesses acquired. A test for goodwill impairment is required to be completed annually, in the Company's case as of August 1, or more frequently if events or changes in circumstances indicate the asset might be impaired. Based on the quantitative assessment in 2021, the Company has concluded that goodwill is not impaired.

	\$
Balance as at December 31, 2019	81,920,252
Goodwill adjustment during the year	21,800
Balance as at December 31, 2020	81,942,052
Goodwill acquired during the year	10,514,739
Goodwill adjustment during the year	(312,515)
Balance as at December 31, 2021	92,144,276

FS Brands, Inc.
Notes to Consolidated Financial Statements
December 31, 2021 and December 31, 2020

(expressed in US dollars)

10 Leases

The Company has operating leases for corporate offices, copiers and certain equipment. Its leases have remaining lease terms of 1 year to 10 years, some of which may include options to extend the leases for up to 8 years, and some of which may include options to terminate the leases within 1 year. The Company evaluates renewal terms on a lease by lease basis to determine if the renewal is reasonably certain. The amount of operating lease expense recorded in the consolidated statement of earnings was \$10,122,570 (2020 – \$9,608,390).

Other information related to leases was as follows:

Supplemental cash flows information, twelve months ended December 31, 2021

Cash paid for amounts included in the measurement of operating lease liabilities	\$9,906,790
Right-of-use assets obtained in exchange for operating lease obligation	\$12,531,158
Weighted average remaining operating lease term	5 years
Weighted average discount rate	3.4%

The following represent operating lease commitments:

	\$
2022	9,966,511
2023	9,317,725
2024	7,506,799
2025	5,711,360
2026 and thereafter	9,900,132
	<u>42,402,527</u>

FS Brands, Inc.
Notes to Consolidated Financial Statements
December 31, 2021 and December 31, 2020

(expressed in US dollars)

11 Income taxes

The components of the provision for income taxes are as follows:

	2021 \$	2020 \$
Current provision		
Federal	10,119,645	7,594,150
State	3,137,937	2,688,564
	<u>13,257,582</u>	<u>10,282,714</u>
Deferred recovery		
Federal	(133,850)	418,280
State	192,177	304,375
	<u>58,327</u>	<u>722,655</u>
	<u>13,315,909</u>	<u>11,005,369</u>

The components of deferred income tax assets and liabilities are as follows:

	2021 \$	2020 \$
Deferred income tax assets		
Accrued expenses	5,372,555	5,239,498
Bad debt	1,403,541	1,751,910
Future benefit of tax losses	816,206	669,370
	<u>7,592,302</u>	<u>7,660,778</u>
Deferred income tax liabilities		
Purchased goodwill and intangible assets	6,033,141	5,757,251
Property and equipment	7,320,790	7,456,108
Investment in partnership	672,989	672,989
	<u>14,026,920</u>	<u>13,886,348</u>
Net deferred income tax liabilities before valuation allowance	6,434,618	6,225,570
Valuation allowance	726,080	603,799
Net deferred income tax liabilities	<u>7,160,698</u>	<u>6,829,369</u>

FS Brands, Inc.
Notes to Consolidated Financial Statements
December 31, 2021 and December 31, 2020

(expressed in US dollars)

The aggregate change in the balance of uncertain tax positions for the year ended December 31, 2021 was as follows:

	\$
Balance – Beginning of year	186,059
Reduction for lapses in applicable statute of limitations	<u>-</u>
Balance – End of year	<u>186,059</u>

The number of years with open tax audits varies depending on the tax jurisdiction. The Company's taxing jurisdiction is the United States of America. With few exceptions, the Company is no longer subject to US federal, state and local income tax examinations by tax authorities for years before 2015.

The Company does not currently expect any material impact on earnings to result from the resolution of matters relating to open taxation years; however, actual settlements may differ from amounts accrued. Currently, it is not reasonably possible to determine whether unrecognized tax benefits will increase or decrease within the next 12 months with respect to settlements of tax audits. The Company has made its current estimates on facts and circumstances known to date and cannot predict subsequent or changed facts and circumstances that could affect its current estimates.

12 Notes payable

	2021 \$	2020 \$
Promissory note, unsecured, payable in annual instalments through January 2023, interest at 2%	882,858	1,292,143
Other debt related to holdback due to seller	-	-
Less: Current portion	<u>454,287</u>	<u>435,000</u>
	<u>428,571</u>	<u>857,143</u>

13 Change in non-cash working capital

	2021 \$	2020 \$
Accounts receivable	(4,330,598)	15,497,623
Inventories	(5,187,631)	(2,968,130)
Notes receivable	(1,730,001)	2,643,159
Prepaid expenses and other current assets	(4,949,938)	2,330,333
Accounts payable	(1,792,448)	(2,368,956)
Accrued liabilities	16,204,166	1,165,297
Deferred revenue and customer deposits	16,498,965	9,378,917
Income taxes	(3,026,871)	(961,831)
Other liabilities	50,444	457,564
	<u>11,736,088</u>	<u>25,173,976</u>

FS Brands, Inc.
Notes to Consolidated Financial Statements
December 31, 2021 and December 31, 2020

(expressed in US dollars)

14 Non-controlling interests

The following table provides a reconciliation of the beginning and ending amounts for non-controlling interests (NCI):

	2021 \$	2020 \$
Balance – Beginning of year	18,767,098	18,418,486
Share of earnings of NCI	2,350,221	1,526,754
Redemption increment of NCI	8,058,800	2,570,391
Distributions paid to NCI	(2,418,908)	(1,619,722)
Purchase of NCI	(2,276,657)	(2,128,811)
Sale of NCI	3,775,791	-
NCI reorganized on business disposal	-	-
Balance – End of year	<u>28,256,345</u>	<u>18,767,098</u>

The Company has stockholders' agreements in place at each of its non-wholly owned subsidiaries. These agreements allow the Company to call the NCI at a price determined with the use of a formula price, which is usually equal to a fixed multiple of average annual net income before extraordinary items, income taxes, interest, depreciation and amortization. The agreements also have redemption features, which allow the owners of the NCI to put their equity into the Company at the same price, subject to certain limitations. The formula price is referred to as the redemption amount and may be settled in cash or with the ultimate parent's shares. The redemption amount as at December 31, 2021 and December 31, 2020 is \$28,256,350 (2020 – \$18,767,098).

15 Letters of credit

College Pro Painters (U.S.) Ltd. is required to obtain irrevocable bank letters of credit totalling \$311,649 (2020 – \$311,649). The letters of credit are to remain open for the duration of certain stop-loss insurance policies or until all insurance claims against College Pro Painters (U.S.) Ltd. have been settled.

16 Fair values of financial instruments

The carrying amounts of cash and cash equivalents, accounts receivable and accounts payable and accrued liabilities approximate their fair values due to the short-term maturity of these instruments. The following are estimates of the fair values for other financial instruments:

	Carrying amount \$	Fair value \$
Notes receivable	11,538,932	10,252,261
Notes payable	882,858	865,798
Contingent consideration	2,536,856	2,536,856

FS Brands, Inc.

Notes to Consolidated Financial Statements December 31, 2021 and December 31, 2020

(expressed in US dollars)

Notes receivable include amounts due from franchisees and non-controlling stockholders. Notes payable include amounts due to vendors in connection with business acquisitions. The fair values of these instruments are determined using a valuation model with prevailing interest rates obtained from third parties. The inputs are unobservable and thus classified as Level 3 and relate to future cash flows and discount rates, which requires the Company to develop its own assumptions.

17 Defined contribution pension plan

The Company contributed \$2,356,024 (2020 – \$2,565,661) to its 401(k) plan during the year, which has been recorded as an expense in each of the respective years.

18 Acquisitions

In 2021, the Company completed five acquisitions, the details of which are as follows:

	\$
Current assets	3,346,000
Non-current assets	897,000
Current liabilities	(1,213,000)
Non-current liabilities	(273,000)
Redeemable non-controlling interest	<u>(2,425,000)</u>
Net assets	<u>332,000</u>
Cash consideration	14,212,000
Contingent consideration	<u>1,457,000</u>
Total purchase consideration	<u>15,669,000</u>
Acquired intangible assets	<u>4,823,000</u>
Goodwill	<u>10,514,000</u>

EXHIBIT F

GUARANTEES OF PERFORMANCE

STATE OF CALIFORNIA

GUARANTEE OF PERFORMANCE

For value received, FS Brands, Inc. located at 2621 Van Buren Avenue, Suite 550A, Audubon, Pennsylvania 19403 (the "Guarantor"), absolutely and unconditionally guarantees the performance by Franchisor, Pillar To Post, Inc., 14502 N. Dale Mabry Highway, Suite 200, Tampa, FL 33618 of all of the obligations of the Franchisor in accordance with the terms and conditions of its franchise registration in effect in the State of California, and of its Franchise or License Agreements entered into after this date with franchisees for franchises offered or sold in the State of California, as the same may have been or may hereafter be amended, modified, renewed, or extended from time to time. This guarantee shall continue in force until all obligations of Franchisor under the franchise registration and Agreements have been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any claim by a franchisee against Guarantor remains outstanding. Notice of acceptance is waived. This guarantee shall be binding upon Guarantor and on its successors and assigns.

In witness thereof, Guarantor has, by duly authorized officer, executed this guarantee at Toronto, Canada, on this 23rd day of March, 2023.

Guarantor:

FS Brands, Inc.

By: 

Print Name: Brian McDonough

Its: Vice President, Finance

STATE OF HAWAII

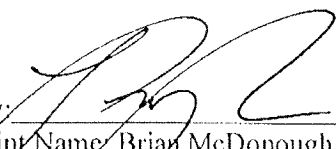
GUARANTEE OF PERFORMANCE

For value received, FS Brands, Inc. located at 2621 Van Buren Avenue, Suite 550A, Audubon, Pennsylvania 19403 (the "Guarantor"), absolutely and unconditionally guarantees the performance by Franchisor, Pillar To Post, Inc., 14502 N. Dale Mabry Highway, Suite 200, Tampa, FL 33618 of all of the obligations of the Franchisor in accordance with the terms and conditions of its franchise registration in effect in the State of Hawaii, and of its Franchise or License Agreements entered into after this date with franchisees for franchises offered or sold in the State of Hawaii, as the same may have been or may hereafter be amended, modified, renewed, or extended from time to time. This guarantee shall continue in force until all obligations of Franchisor under the franchise registration and Agreements have been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any claim by a franchisee against Guarantor remains outstanding. Notice of acceptance is waived. This guarantee shall be binding upon Guarantor and on its successors and assigns.

In witness thereof, Guarantor has, by duly authorized officer, executed this guarantee at Toronto, Canada, on this 23rd day of March, 2023.

Guarantor:

FS Brands, Inc.

By: 
Print Name: Brian McDonough
Its: Vice President, Finance

STATE OF ILLINOIS

GUARANTY OF PERFORMANCE

For value received, FS Brands, Inc. located at 2621 Van Buren Avenue, Suite 550A, Audubon, Pennsylvania 19403 (the "Guarantor"), absolutely and unconditionally guarantees the performance by Franchisor, Pillar To Post, Inc., of all obligations under the Illinois Franchise Disclosure Act and Rules, and of all the obligations of franchisor to furnish goods and/or services necessary to establish and open the business of franchisees to who franchises are granted by franchisor pursuant to the registration of such franchises in the State of Illinois and the terms and conditions of its jurisdiction of the Illinois Franchise Disclosure Act, as the same have been or may hereafter be amended, modified, renewed or extended from time to time. This guaranty shall continue in force until all such obligations of franchisor shall have been satisfied or until such liability of Franchisor to such franchisees has been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any such claim by a franchisee against franchisor remains outstanding. Notice of acceptance is waived. Notice of default on the part of franchisor is not waived. This guaranty shall be binding upon guarantor, its successors and assigns.

In witness thereof, Guarantor has, by duly authorized officer, executed this guarantee at Toronto, Canada, on this 23rd day of March, 2023.

Guarantor:

FS Brands, Inc.

By: 

Print Name: Brian McDonough

Its: Vice President, Finance

STATE OF INDIANA

GUARANTEE OF PERFORMANCE

For value received, FS Brands, Inc. located at 2621 Van Buren Avenue, Suite 550A, Audubon, Pennsylvania 19403 (the "Guarantor"), absolutely and unconditionally guarantees the performance by Franchisor, Pillar To Post, Inc., 14502 N. Dale Mabry Highway, Suite 200, Tampa, FL 33618 of all of the obligations of the Franchisor in accordance with the terms and conditions of its franchise registration in effect in the State of Indiana, and of its Franchise or License Agreements entered into after this date with franchisees for franchises offered or sold in the State of Indiana, as the same may have been or may hereafter be amended, modified, renewed, or extended from time to time. This guarantee shall continue in force until all obligations of Franchisor under the franchise registration and Agreements have been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any claim by a franchisee against Guarantor remains outstanding. Notice of acceptance is waived. This guarantee shall be binding upon Guarantor and on its successors and assigns.

In witness thereof, Guarantor has, by duly authorized officer, executed this guarantee at Toronto, Canada, on this 2nd day of March, 2023.

Guarantor:

FS Brands, Inc.

By: 

Print Name: Brian McDonough

Its: Vice President, Finance

STATE OF MARYLAND

GUARANTEE OF PERFORMANCE

For value received, FS Brands, Inc. located at 2621 Van Buren Avenue, Suite 550A, Audubon, Pennsylvania 19403 (the "Guarantor"), absolutely and unconditionally guarantees the performance by Franchisor, Pillar To Post, Inc., 14502 N. Dale Mabry Highway, Suite 200, Tampa, FL 33618 of all of the obligations of the Franchisor in accordance with the terms and conditions of its franchise registration in effect in the State of Maryland, and of its Franchise or License Agreements entered into after this date with franchisees for franchises offered or sold in the State of Maryland, as the same may have been or may hereafter be amended, modified, renewed, or extended from time to time. This guarantee shall continue in force until all obligations of Franchisor under the franchise registration and Agreements have been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any claim by a franchisee against Guarantor remains outstanding. Notice of acceptance is waived. This guarantee shall be binding upon Guarantor and on its successors and assigns.

In witness thereof, Guarantor has, by duly authorized officer, executed this guarantee at Toronto, Canada, on this 23rd day of March, 2023.

Guarantor:

FS Brands, Inc.

By: 

Print Name: Brian McDonough

Its: Vice President, Finance

STATE OF MICHIGAN

GUARANTEE OF PERFORMANCE

For value received, FS Brands, Inc. located at 2621 Van Buren Avenue, Suite 550A, Audubon, Pennsylvania 19403 (the "Guarantor"), absolutely and unconditionally guarantees the performance by Franchisor, Pillar To Post, Inc., 14502 N. Dale Mabry Highway, Suite 200, Tampa, FL 33618 of all of the obligations of the Franchisor in accordance with the terms and conditions of its franchise registration in effect in the State of Michigan, and of its Franchise or License Agreements entered into after this date with franchisees for franchises offered or sold in the State of Michigan, as the same may have been or may hereafter be amended, modified, renewed, or extended from time to time. This guarantee shall continue in force until all obligations of Franchisor under the franchise registration and Agreements have been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any claim by a franchisee against Guarantor remains outstanding. Notice of acceptance is waived. This guarantee shall be binding upon Guarantor and on its successors and assigns.

In witness thereof, Guarantor has, by duly authorized officer, executed this guarantee at Toronto, Canada, on this 23rd day of March, 2023.

Guarantor:

FS Brands, Inc.

By: 

Print Name: Brian McDonough

As: Vice President, Finance

STATE OF MINNESOTA

GUARANTEE OF PERFORMANCE

For value received, FS Brands, Inc. located at 2621 Van Buren Avenue, Suite 550A, Audubon, Pennsylvania 19403 (the "Guarantor"), absolutely and unconditionally guarantees the performance by Franchisor, Pillar To Post, Inc., 14502 N. Dale Mabry Highway, Suite 200, Tampa, FL 33618 of all of the obligations of the Franchisor in accordance with the terms and conditions of its franchise registration in effect in the State of Minnesota, and of its Franchise or License Agreements entered into after this date with franchisees for franchises offered or sold in the State of Minnesota, as the same may have been or may hereafter be amended, modified, renewed, or extended from time to time. This guarantee shall continue in force until all obligations of Franchisor under the franchise registration and Agreements have been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any claim by a franchisee against Guarantor remains outstanding. Notice of acceptance is waived. This guarantee shall be binding upon Guarantor and on its successors and assigns.

In witness thereof, Guarantor has, by duly authorized officer, executed this guarantee at Toronto, Canada, on this 23rd day of March, 2023.

Guarantor:

FS Brands, Inc.

By: 

Print Name: Brian McDonough

Its: Vice President, Finance

STATE OF NEW YORK

GUARANTEE OF PERFORMANCE

For value received, FS Brands, Inc. located at 2621 Van Buren Avenue, Suite 550A, Audubon, Pennsylvania 19403 (the "Guarantor"), absolutely and unconditionally guarantees the performance by Franchisor, Pillar To Post, Inc., 14502 N. Dale Mabry Highway, Suite 200, Tampa, FL 33618 of all of the obligations of the Franchisor in accordance with the terms and conditions of its franchise registration in effect in the State of New York, and of its Franchise or License Agreements entered into after this date with franchisees for franchises offered or sold in the State of New York, as the same may have been or may hereafter be amended, modified, renewed, or extended from time to time. This guarantee shall continue in force until all obligations of Franchisor under the franchise registration and Agreements have been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any claim by a franchisee against Guarantor remains outstanding. Notice of acceptance is waived. This guarantee shall be binding upon Guarantor and on its successors and assigns.

In witness thereof, Guarantor has, by duly authorized officer, executed this guarantee at Toronto, Canada, on this 3rd day of March, 2023.

Guarantor:

FS Brands, Inc.

By: 
Print Name: Brian McDonough
Its: Vice President, Finance

STATE OF NORTH DAKOTA

GUARANTEE OF PERFORMANCE

For value received, FS Brands, Inc. located at 2621 Van Buren Avenue, Suite 550A, Audubon, Pennsylvania 19403 (the "Guarantor"), absolutely and unconditionally guarantees the performance by Franchisor, Pillar To Post, Inc., 14502 N. Dale Mabry Highway, Suite 200, Tampa, FL 33618 of all of the obligations of the Franchisor in accordance with the terms and conditions of its franchise registration in effect in the State of North Dakota, and of its Franchise or License Agreements entered into after this date with franchisees for franchises offered or sold in the State of North Dakota, as the same may have been or may hereafter be amended, modified, renewed, or extended from time to time. This guarantee shall continue in force until all obligations of Franchisor under the franchise registration and Agreements have been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any claim by a franchisee against Guarantor remains outstanding. Notice of acceptance is waived. This guarantee shall be binding upon Guarantor and on its successors and assigns.

In witness thereof, Guarantor has, by duly authorized officer, executed this guarantee at Toronto, Canada, on this 23rd day of March, 2023.

Guarantor:

FS Brands, Inc.

By: 

Print Name: Brian McDonough

Its: Vice President, Finance

STATE OF RHODE ISLAND

GUARANTEE OF PERFORMANCE

For value received, FS Brands, Inc. located at 2621 Van Buren Avenue, Suite 550A, Audubon, Pennsylvania 19403 (the "Guarantor"), absolutely and unconditionally guarantees the performance by Franchisor, Pillar To Post, Inc., 14502 N. Dale Mabry Highway, Suite 200, Tampa, FL 33618 of all of the obligations of the Franchisor in accordance with the terms and conditions of its franchise registration in effect in the State of Rhode Island, and of its Franchise or License Agreements entered into after this date with franchisees for franchises offered or sold in the State of Rhode Island, as the same may have been or may hereafter be amended, modified, renewed, or extended from time to time. This guarantee shall continue in force until all obligations of Franchisor under the franchise registration and Agreements have been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any claim by a franchisee against Guarantor remains outstanding. Notice of acceptance is waived. This guarantee shall be binding upon Guarantor and on its successors and assigns.

In witness thereof, Guarantor has, by duly authorized officer, executed this guarantee at Toronto, Canada, on this 23rd day of March, 2023.

Guarantor:

FS Brands, Inc.

By: 

Print Name: Brian McDonough

Its: Vice President, Finance

STATE OF SOUTH DAKOTA
GUARANTEE OF PERFORMANCE

For value received, FS Brands, Inc. located at 2621 Van Buren Avenue, Suite 550A, Audubon, Pennsylvania 19403 (the "Guarantor"), absolutely and unconditionally guarantees the performance by Franchisor, Pillar To Post, Inc., 14502 N. Dale Mabry Highway, Suite 200, Tampa, FL 33618 of all of the obligations of the Franchisor in accordance with the terms and conditions of its franchise registration in effect in the State of South Dakota, and of its Franchise or License Agreements entered into after this date with franchisees for franchises offered or sold in the State of South Dakota, as the same may have been or may hereafter be amended, modified, renewed, or extended from time to time. This guarantee shall continue in force until all obligations of Franchisor under the franchise registration and Agreements have been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any claim by a franchisee against Guarantor remains outstanding. Notice of acceptance is waived. This guarantee shall be binding upon Guarantor and on its successors and assigns.

In witness thereof, Guarantor has, by duly authorized officer, executed this guarantee at Toronto, Canada, on this 20th day of March, 2023.

Guarantor:

FS Brands, Inc.

By: 

Print Name: Brian McDonough

Its: Vice President, Finance

STATE OF VIRGINIA

GUARANTEE OF PERFORMANCE

For value received, FS Brands, Inc. located at 2621 Van Buren Avenue, Suite 550A, Audubon, Pennsylvania 19403 (the "Guarantor"), absolutely and unconditionally guarantees the performance by Franchisor, Pillar To Post, Inc., 14502 N. Dale Mabry Highway, Suite 200, Tampa, FL 33618 of all of the obligations of the Franchisor in accordance with the terms and conditions of its franchise registration in effect in the Commonwealth of Virginia, and of its Franchise or License Agreements entered into after this date with franchisees for franchises offered or sold in the Commonwealth of Virginia, as the same may have been or may hereafter be amended, modified, renewed, or extended from time to time. This guarantee shall continue in force until all obligations of Franchisor under the franchise registration and Agreements have been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any claim by a franchisee against Guarantor remains outstanding. Notice of acceptance is waived. This guarantee shall be binding upon Guarantor and on its successors and assigns.

In witness thereof, Guarantor has, by duly authorized officer, executed this guarantee at Toronto, Canada, on this 23rd day of March, 2023.

Guarantor:

FS Brands, Inc.

By: 

Print Name: Brian McDonough

Its: Vice President, Finance

STATE OF WASHINGTON

GUARANTEE OF PERFORMANCE

For value received, FS Brands, Inc. located at 2621 Van Buren Avenue, Suite 550A, Audubon, Pennsylvania 19403 (the "Guarantor"), absolutely and unconditionally guarantees the performance by Franchisor, Pillar To Post, Inc., 14502 N. Dale Mabry Highway, Suite 200, Tampa, FL 33618 of all of the obligations of the Franchisor in accordance with the terms and conditions of its franchise registration in effect in the State of Washington, and of its Franchise or License Agreements entered into after this date with franchisees for franchises offered or sold in the State of Washington, as the same may have been or may hereafter be amended, modified, renewed, or extended from time to time. This guarantee shall continue in force until all obligations of Franchisor under the franchise registration and Agreements have been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any claim by a franchisee against Guarantor remains outstanding. Notice of acceptance is waived. This guarantee shall be binding upon Guarantor and on its successors and assigns.

In witness thereof, Guarantor has, by duly authorized officer, executed this guarantee at Toronto, Canada, on this 23rd day of March, 2023.

Guarantor:

FS Brands, Inc.

By: 

Print Name: Brian McDonough

Its: Vice President, Finance

STATE OF WISCONSIN

GUARANTEE OF PERFORMANCE

For value received, FS Brands, Inc. located at 2621 Van Buren Avenue, Suite 550A, Audubon, Pennsylvania 19403 (the "Guarantor"), absolutely and unconditionally guarantees the performance by Franchisor, Pillar To Post, Inc., 14502 N. Dale Mabry Highway, Suite 200, Tampa, FL 33618 of all of the obligations of the Franchisor in accordance with the terms and conditions of its franchise registration in effect in the State of Wisconsin, and of its Franchise or License Agreements entered into after this date with franchisees for franchises offered or sold in the State of Wisconsin, as the same may have been or may hereafter be amended, modified, renewed, or extended from time to time. This guarantee shall continue in force until all obligations of Franchisor under the franchise registration and Agreements have been completely discharged, whichever first occurs. Guarantor shall not be discharged from liability hereunder as long as any claim by a franchisee against Guarantor remains outstanding. Notice of acceptance is waived. This guarantee shall be binding upon Guarantor and on its successors and assigns.

In witness thereof, Guarantor has, by duly authorized officer, executed this guarantee at Toronto, Canada, on this 23rd day of March, 2023.

Guarantor:

FS Brands, Inc.

By: 

Print Name: Brian McDonough

Its: Vice President, Finance

EXHIBIT G
FRANCHISE AGREEMENT

FRANCHISE AGREEMENT FOR PILLAR TO POST, INC.

THIS AGREEMENT is made and entered into on _____, 20__ (the “Effective Date”), by and between PILLAR TO POST, INC., a Delaware corporation, with its principal place of business at 14502 N. Dale Mabry Highway, Suite 200, Tampa, Florida 33618 (“Franchisor”), and _____ (“Franchisee”) with reference to the following facts:

A. As the result of the expenditure of time, skill, effort, and money, Franchisor has developed a distinctive system relating to the establishment and operation of a Pillar To Post home inspection franchise offering residential inspection services for single family and various multi-family residences utilizing specially developed methods and procedures (the “Pillar To Post System”);

B. The Pillar To Post System consists of distinctive methods and procedures for the inspection of a building's plumbing, heating, air conditioning and electrical systems, interior walls, ceilings, floors, roof, exterior walls, and structure;

C. The Pillar To Post System includes, without limitation, distinctive products and services; initial and ongoing training; an operations manual that includes uniform standards, specifications, and procedures for operation of the business; standards, specifications and procedures for advertising and promoting the business; and a technology platform to create and deliver inspection reports onsite and electronically; all of which may be changed, improved, and further developed from time to time;

D. The Pillar To Post System is identified by the service mark “Pillar To Post Home Inspectors[®]” and such other trade names, service marks, trademarks, logos, emblems, domain names, and indicia of origin as are now designated and may hereafter be designated by Franchisor in writing for use in connection with the Pillar To Post System (the “Marks”);

E. Franchisee has applied for a franchise to operate a Pillar To Post home inspection franchise, and Franchisor has approved Franchisee’s application in reliance upon all of the representations made therein; and

F. Franchisee understands and acknowledges the importance of Franchisor's high standards of quality, cleanliness, appearance, and service, and the necessity of operating the business franchised hereunder in conformity with Franchisor's standards and specifications.

THEREFORE, the parties agree as follows:

1. GRANT OF FRANCHISE

1.1 Subject to the terms and conditions set forth in this Agreement, Franchisor grants, and Franchisee accepts, a non-exclusive license: (i) to establish and operate a franchise business in accordance with the Pillar To Post System and in association with the Marks (hereinafter referred to as “Pillar To Post home inspection franchise”), and (ii) to use the Pillar To Post System and the Marks solely in connection therewith.

1.2 Franchisee shall maintain all documents, books, records and accounts, including, but not limited to, any manuals and proprietary technology and software relating to the Pillar To Post home inspection franchise, only at _____ (the "Approved Location"). Franchisee shall operate the Pillar To Post home inspection franchise only within the exclusive territory which is described in Exhibit "A" attached hereto and incorporated herein by reference (the "Exclusive Territory"), and not otherwise, notwithstanding the location of the Approved Location. The Territory may be modified during any Renewal Term (as defined in Section 2.2 below) to address changes in the market or current market conditions, and a description of such modified territory shall be set forth in the Renewal Franchise Agreement (as defined in Section 2.2.6 below).

1.3 If at the time this Agreement is executed an Approved Location has not been secured, Franchisee shall acquire through purchase or lease within sixty (60) days following the execution hereof, a location meeting Franchisor's then-current standards and specifications as determined by Franchisor in its sole subjective discretion exercised in good faith, located within the Exclusive Territory or such other area as Franchisor may approve in writing. Franchisor shall have the right, but not the obligation, to extend the sixty (60) day period described in this Section 1.3 if Franchisor determines, in its sole subjective discretion, that Franchisee's failure to locate an Approved Location within the prescribed time period did not result from Franchisee's failure to exercise due diligence or use its best efforts. Franchisee shall not enter into any such lease or purchase agreement unless Franchisee shall have first: (i) notified Franchisor in writing of the proposed location and provided Franchisor with all information which Franchisor may request concerning such proposed location, and (ii) received Franchisor's written approval of such location. Upon approval, such location shall be the "Approved Location" as defined in Section 1.2 above.

1.4 The Exclusive Territory is exclusive. During the Initial Term of this Agreement and any Renewal Term, provided that the Franchisee is not in default of any provisions of this Agreement, Franchisor shall not establish or operate, nor license any other person or entity to establish or operate, a Pillar To Post home inspection franchise using the Pillar To Post System and the Marks at any location within the Exclusive Territory. Notwithstanding the foregoing, Franchisor may itself establish or operate, and may license any other person or entity to establish or operate a Pillar To Post home inspection franchise using the Pillar To Post System and Marks outside of the Exclusive Territory, including areas adjacent to or near the Exclusive Territory. Franchisee acknowledges that the terms of franchise agreements between Franchisor and other franchisees vary, and that some franchisees are not contractually bound by rules like those described in this Section 1.4.

1.5 Franchisor may, from time to time, add to, amend, modify, delete or enhance any portion of the Pillar To Post System (including the "Marks") as may be necessary in Franchisor's sole subjective judgment, to change, maintain, modify, improve or enhance the Pillar To Post System, trade names or the reputation, efficiency, competitiveness and/or quality of the Pillar To Post System, or to adapt it to new conditions, materials or technology, or to better serve the public. Franchisee acknowledges that the Pillar To Post System may be supplemented, improved, and otherwise modified from time to time by Franchisor; and Franchisee agrees to comply with all requirements of Franchisor in that regard, including, but not limited to, offering and selling new or different products or services as specified by Franchisor.

2. TERM AND RENEWAL

2.1 This Agreement, unless otherwise terminated pursuant to the terms and conditions hereof, will begin on the Effective Date and shall continue for a period of five (5) years (the "Term").

2.2 This Agreement may be renewed for consecutive renewal terms of five (5) years each ("Renewal Term"), provided the following conditions are met prior to the expiration of this Agreement:

2.2.1 Franchisee shall give Franchisor written notice of Franchisee's election to renew not more than one (1) year nor less than six (6) months prior to the end of the Term;

2.2.2 Franchisee shall prepare and submit to Franchisor a business plan in such form as Franchisor may then designate at least ninety (90) days prior to expiration of the Term;

2.2.3 Franchisee shall not be in default of any provision of this Agreement or any other agreement between Franchisee and Franchisor or its affiliates, and shall have substantially complied with all of the terms and conditions of such agreements throughout the Term;

2.2.4 Franchisee shall have satisfied all monetary obligations owed by Franchisee to Franchisor and its affiliates, and shall have timely met those obligations throughout the Term;

2.2.5 Franchisee shall present evidence satisfactory to Franchisor that Franchisee has the right to remain in possession of the Approved Location for the duration of the Renewal Term or shall obtain Franchisor's approval of a new location for the Pillar To Post home inspection franchise for the duration of the Renewal Term;

2.2.6 Franchisee shall execute all documents and agreements customarily used by Franchisor in connection with a renewal, including Franchisor's then-current form of franchise agreement (the "Renewal Franchise Agreement"), the terms and conditions of which may differ materially from this Agreement, including, without limitation, the royalties and other fees charged by Franchisor which may be increased. The Territory may be modified during any Renewal Term to address changes in the market or current market conditions, and a description of such modified territory shall be set forth in the Renewal Franchise Agreement. Except for the modifications set forth herein, the rights and obligations of Franchisee upon renewal shall be identical to the rights and obligations of franchisees as set forth in Franchisor's then-current form of Franchise Agreement being offered to new franchisees at the time of the exercise of this option to renew, including, but not limited to, the then-current royalty fees, brand fees, IT fees and other fees. The Renewal Franchise Agreement shall differ, and be modified from Franchisor's then-current Franchise Agreement, so that all references to a renewal term contained in the Renewal Franchise Agreement are modified such that Franchisee shall have had, in the aggregate, no more than five (5) renewal terms of five (5) years each;

2.2.7 Franchisee shall execute a general release, in a form prescribed by Franchisor;

2.2.8 Franchisee shall comply with Franchisor's then-current qualification and training requirements;

2.2.9 At least thirty (30) days prior to commencement of the Renewal Term, Franchisee shall update, at Franchisee's expense, the décor, color schemes, signage, vehicle wraps and overall presentation of the Marks to Franchisor's then-current image and, if necessary, in Franchisor's sole and absolute discretion, Franchisee shall update and replace the equipment and vehicles used in operation of the Pillar To Post home inspection franchise to meet Franchisor's then-current specifications; and

2.2.10 Notwithstanding anything to the contrary in this Agreement, if there is a conflict between the renewal rights granted in this Section 2.2 and the renewal rights granted to Franchisee by any applicable local, state or federal law, the renewal rights most favorable to Franchisee shall prevail.

2.3 Franchisee shall pay Franchisor a renewal fee of \$2,500 to cover the legal and administrative costs involved in renewing the franchise. The renewal fee must accompany Franchisee's written notice to renew as required under Section 2.2.1 of this Agreement.

2.4 The Franchisor, in its sole discretion, may waive any or all of the conditions in Sections 2.2.1 through 2.2.10 of this Agreement.

3. DUTIES OF FRANCHISOR

3.1 Franchisor shall provide training as set forth in Section 6 of this Agreement.

3.2 Franchisor shall make available to Franchisee advertising and promotional materials as provided in Section 12 of this Agreement.

3.3 Franchisor shall provide Franchisee with access to Franchisor's training, operation, and marketing manuals and materials (collectively, the "Manual"), as more fully described in Section 9.1 of this Agreement.

3.4 Franchisor shall provide Franchisee with access to certain computer hardware, software, services and systems, as more fully described in Section 9.3 of this Agreement.

3.5 Franchisor may, in its sole discretion, provide to Franchisee from time to time, advice and written materials concerning techniques for managing and operating the Pillar To Post home inspection franchise and new developments in products, services and marketing techniques.

3.5.1 Franchisor may, in its sole discretion, provide to Franchisee from time to time, advice and written materials which constitute technical support of Franchisee's operation of the Pillar To Post home inspection franchise. Such support will be geared toward general conditions and standards; cannot address the specific codes, standards, or regulations with respect to an individual jurisdiction or municipality; and is not intended

to substitute for Franchisee's obligation to seek additional training and support from professional associations or other sources of continuing education.

3.5.2 Franchisor may, in its sole discretion, provide to Franchisee from time to time, advice and written materials which constitute legal support of Franchisee's operation of the Pillar To Post home inspection franchise. Such legal support will be geared toward matters of general application and not be intended to be specific to any individual operation. Franchisee remains responsible for obtaining legal advice from an attorney of Franchisee's choosing, which advice shall be specific to Franchisee's jurisdiction and individual circumstances, including advice as to the laws regulating home inspection and the operation of the Pillar To Post home inspection franchise.

3.5.3 Franchisor may, in its sole discretion, provide from time to time advice and written materials which constitute accounting support of Franchisee's operation of the Pillar To Post home inspection franchise. Such accounting assistance is geared toward matters of general application and is not intended to be specific to any individual operation. Franchisee remains responsible for obtaining accounting advice from a qualified accountant of Franchisee's choosing with respect to all matters concerning the operation of the Pillar To Post home inspection franchise.

3.6 Franchisor may, in its sole discretion, conduct inspections of Franchisee's operation of the Pillar To Post home inspection franchise during normal business hours.

3.7 Franchisor will make available to Franchisee a @pillartopost.com email account or such other email accounts established by Franchisor from time to time, which shall be used exclusively by Franchisee in operation of the Pillar To Post home inspection franchise.

4. FEES

4.1 In consideration of the home inspection franchise granted herein, Franchisee shall pay an initial franchise fee of \$45,900.00, plus any applicable taxes (the "Initial Fee"). The Initial Fee shall be payable concurrently with the execution of this Agreement, less any deposit previously paid. Except as herein expressly provided, the Initial Fee is not refundable in whole or in part, and shall be deemed fully earned by Franchisor upon execution of this Agreement.

4.2 Franchisee shall pay to Franchisor a continuing monthly royalty fee equal to seven percent (7%) of the Gross Revenues of the Pillar To Post home inspection franchise, or a minimum monthly royalty fee of \$280.00 per month, whichever is greater (the "Royalty Fee"), computed from the first (1st) day of the month following Franchisee's completion of the Initial Training Program (as defined in Section 6.1 hereof). As used herein, "Gross Revenues" with respect to any period means all revenue received by Franchisee during such period from the sale of all services and products sold or rendered by the Pillar To Post home inspection franchise, whether for cash, credit, check or barter and regardless of collection in the case of credit, and all other income of every kind and nature related to the Pillar To Post home inspection franchise. The only sums to be excluded from the "Gross Revenues" calculations shall be those sales taxes or other taxes collected by Franchisee during such period from customers of the Pillar To Post home inspection franchise for transmittal to the appropriate taxing authority.

4.3 In the event Franchisee fails to generate the minimum Gross Revenues required for any particular twelve (12) month period of operation set forth in Section 7.5 of this Agreement, Franchisee shall pay to Franchisor a minimum yearly Royalty Fee equal to seven percent (7%) of the minimum Gross Revenues required for that particular twelve (12) month period of operation set forth in Section 7.5 of this Agreement less the total amount of monthly Royalty Fees paid by Franchisee for that particular twelve (12) month period of operation.

4.4 Franchisee shall make monthly and, if applicable, yearly payments of Brand Fees (as defined in Section 12.1 hereof) for promotion and advertising.

4.5 Franchisee shall pay to Franchisor continuing monthly technology fees, which includes the license and subscription fees paid by Franchisor to third party vendors for access to the proprietary bundle of software and related data storage that Franchisee is required to use in the operation of the Pillar To Post home inspection franchise (the "IT Fee"). The current IT Fee is \$4.00 for each home inspection performed by the Pillar To Post home inspection franchise. The IT Fee may be changed or increased by Franchisor from time to time upon ninety (90) days advance notice to Franchisee in the event the costs incurred by Franchisor in connection with providing such software, any upgrades to such software or any replacement software are changed or increased. Notwithstanding the foregoing, the IT Fee will not be adjusted as provided above more than one (1) time in any calendar year and any such adjustment shall be equally applied to all users.

4.6 Franchisee shall pay to Franchisor continuing monthly fees for access to software that creates 360° tours, sketches and floor plans from compatible 360° photos. The current software used creates PTP360, PTPFloorplan, and PTPVirtualOpenHouse. The current fee for a PTP360 Tour, which is included with each home inspection performed by the Pillar To Post home inspection franchise, is \$2.00. If the home inspection or other service includes a PTPFloorplan, the fee paid shall be based on the size of the home. The current fee for a PTPFloorplan is \$19.50 for homes up to 4,000 square feet, \$39.50 for homes between 4,001 and 6,000 square feet, \$74.50 for homes between 6,001 and 8,500 square feet, \$149.50 for homes between 8,501 and 13,500 square feet, and \$325.00 for home greater than 13,500 square feet. The current fee for a PTPVirtualOpenHouse is \$10.00. The fees for these services may be changed or increased by Franchisor from time to time upon ninety (90) days advance notice to Franchisee in the event the costs incurred by Franchisor are changed or increased. Notwithstanding the foregoing, the fees for these services will not be adjusted as provided above more than one (1) time in any calendar year and any such adjustment shall be equally applied to all users.

4.7 Franchisee shall pay to Franchisor continuing monthly user fees for telephone answering and inspection booking services. The current telephone answering and inspection booking services are called EZBook Connections. The current user fee is \$33.50 for each home inspection booked through EZBook Connections by the Pillar To Post home inspection franchise. Franchisee is currently required to book a minimum of 80% of scheduled inspections through EZBook Connections. The user fees for these services may be changed or increased by Franchisor from time to time upon ninety (90) days advance notice to Franchisee in the event the costs incurred by Franchisor are changed or increased. Notwithstanding the foregoing, the user fees for these services will not be adjusted as provided above more than one (1) time in any calendar year and any such adjustment shall be equally applied to all users.

4.8 Franchisee shall pay to Franchisor a registration fee for one person to attend the annual Brand Conference, which Franchisee is required to attend. The current registration fee is \$850.00. The registration fee is established by Franchisor at the beginning of each year for the Brand Conference scheduled the following calendar year and may be changed or increased by Franchisor from time to time in the event the costs incurred by Franchisor are changed or increased. The registration fee is payable in twelve (12) monthly installments beginning on the tenth (10th) day of January each year and continuing on the tenth (10th) day of each month thereafter.

4.9 All monthly payments required by this Section 4 shall be paid by the tenth (10th) business day of each month, for the preceding month, and shall be submitted to Franchisor together with any reports or statements required under Section 11.3.1 of this Agreement. The minimum yearly Royalty Fee, if owed in accordance with Section 4.3 of this Agreement, and the minimum yearly Brand Fee, if owed in accordance with Section 12.2 of this Agreement, shall be paid by the twentieth (20th) day of the first month following the end of each twelve (12) month period of operation. Any payment or report not actually received by Franchisor on or before such date shall be deemed overdue. If any payment is overdue, Franchisee shall pay Franchisor immediately upon demand, in addition to the overdue amount, as liquidated damages, interest on such amount from the date it was due until paid, at the rate of eighteen (18%) percent per annum calculated daily, or the maximum rate permitted by law, whichever is less. Entitlement to such interest shall be in addition to any other remedies Franchisor may have under this Agreement and applicable law. Franchisee shall not be entitled to set-off any payments required to be made under this Section 4 against any monetary claim it may have against Franchisor.

4.10 Franchisee shall make all payments owed to Franchisor under this Agreement or any other agreements by electronic funds transfer (“EFT”) authorized in advance for automatic debit or such other electronic payment mechanism established by Franchisor from time to time. Acceptance of payment by EFT or other means of payment shall not be deemed a waiver of any rights of Franchisor.

4.10.1 Upon execution of this Agreement, Franchisee must complete, sign and deliver to Franchisor all documentation and bank account information necessary to authorize and effect the EFT payments required herein.

4.10.2 Franchisee must complete, sign and deliver to Franchisor such documentation, information and authorization as may from time to time be required to maintain EFT or other payment mechanism capability. Franchisee agrees (i) to give Franchisor at least fourteen (14) days prior written notice (except in the case of emergency) before making any change to Franchisee’s EFT bank account, providing all documentation, information and authorization required to change EFT to the new account; (ii) to pay Franchisor its then-current late fee, plus interest, collection costs and reasonable attorneys’ fees, if Franchisee’s bank rejects Franchisor’s EFT request because of insufficient funds; and (iii) upon demand, to replace any payment by EFT rejected by Franchisee’s bank with a bank certified or cashier’s check in the aggregate amount owed, plus interest, late fees, costs of collection and reasonable attorneys’ fees.

5. RENOVATION AND OPENING OF THE PILLAR TO POST FRANCHISE

5.1 Franchisee shall be responsible, at Franchisee's expense, for obtaining all zoning classifications, licenses, permits, and clearances, including, but not limited to, professional licenses, business licenses and certificates of occupancy, which may be required by federal, state, municipal or local laws, ordinances, or regulations, or which may be necessary or advisable in connection with any restrictive covenants relating to the Approved Location for the Pillar To Post home inspection franchise.

5.2 Franchisee shall obtain Franchisor's written approval prior to opening the Pillar To Post home inspection franchise, which approval shall not be unreasonably withheld, and shall open the Pillar To Post home inspection franchise for business not later than one hundred twenty (120) days after completion of the Initial Training Program (as defined in Section 6.1 below). The parties agree that time is of the essence in the opening of the Pillar To Post home inspection franchise.

5.3 Not less than thirty (30) days prior to the opening date of the Pillar To Post home inspection franchise, Franchisee shall order from Franchisor or its designated suppliers such initial inventory of the Proprietary Products (as defined in Section 7.4 hereof), equipment, uniforms, marketing materials and initial supplies as prescribed by Franchisor in the Manual or otherwise in writing. Franchisee shall provide to Franchisor reasonable and timely proof of such orders.

6. TRAINING

6.1 Prior to the opening of the Pillar To Post home inspection franchise, Franchisee (or, if Franchisee is a corporation, the shareholder designated by Franchisee as manager acceptable to Franchisor and satisfying the provisions of Section 17.1 of this Agreement, or if Franchisee is a limited liability company, the member designated by Franchisee as manager acceptable to Franchisor and satisfying the provisions of Section 17.1 of this Agreement, or if Franchisee is a Partnership, the partner or partners designated by Franchisee as manager acceptable to Franchisor and satisfying the provisions of Section 17.1 of this Agreement), shall attend and complete to Franchisor's satisfaction the initial training program for franchisees and managers offered by Franchisor (the "Initial Training Program"). The fee for Franchisee or its designated manager to attend the Initial Training Program is included in the Initial Fee.

6.2 All Pillar To Post sponsored training programs shall be at such times and places as may be designated by Franchisor, and attendance at the Initial Training Program, the annual convention and one (1) regional meeting, annually, is mandatory. All Pillar To Post sponsored training programs may be held in-person, virtually, or both in-person and virtually at Franchisor's discretion. For Franchisee or its designated manager attending the Initial Training Program, Franchisor shall provide instructors and training materials, as well as lodging and meals for any in-person portion of the program. Franchisee shall be responsible for all other expenses incurred to attend, including the costs of transportation to and from the training site for any in-person portion of the program. For employees, business partners, and others attending the required Initial Training Program, Franchisor shall provide instructors and training materials and Franchisee or its employees shall be responsible for any registration/training fee and all other expenses incurred to attend the Initial Training Program, including any costs of transportation to and from the training site, lodging, meals, and wages. For such additional required training courses, seminars, and

programs as Franchisor may in its sole discretion provide, including regional meetings and the annual convention, Franchisor shall provide instructors and training materials and Franchisee or its employees shall be responsible for all other expenses incurred to attend, including any registration/training fee and any costs of transportation to and from the training site, lodging, meals, and wages. For the annual convention, Franchisee must pay an annual registration fee, which is payable in accordance with Section 4.7 of this Agreement in twelve (12) monthly installments ending on the month prior to the scheduled annual convention. The registration fee for the annual convention during the first year of operation is included in the Initial Fee.

6.3 Franchisor has established minimum continuing education requirements, which are more fully described in the Manual and which may be revised from time to time. Franchisee or Franchisee's manager and other employees are required to meet or exceed these requirements either through attendance at such additional courses, seminars, and other training programs as Franchisor may in its sole discretion provide or reasonably require from time to time, or through training programs sponsored by professional associations for home inspectors.

6.4 All persons working as home inspectors for Franchisee shall affiliate themselves with a professional organization appropriate to their geographical location and to the Pillar To Post home inspection franchise. Franchisee shall provide Franchisor with evidence of application for membership in such association or associations and shall keep Franchisor advised as to Franchisee's membership status in such organization. Franchisee shall insure that all inspectors employed by the Pillar To Post home inspection franchise maintain affiliation with a professional association of home inspectors.

7. DUTIES OF FRANCHISEE

7.1 Franchisee understands and acknowledges that every detail of the Pillar To Post home inspection franchise is important to Franchisee, Franchisor, and other franchisees in order to develop and maintain high operating standards, to increase the demand for the services and products sold by all Pillar To Post home inspection franchises operating under the Pillar To Post System, and to protect Franchisor's reputation and goodwill. Franchisee shall maintain Franchisor's high standards with respect to facilities, vehicles, services, products, and operations. Franchisee shall operate the Pillar To Post home inspection franchise in compliance with the Pillar To Post System.

7.2 Franchisee shall keep the Pillar To Post home inspection franchise open and in normal operation for such minimum hours and days as Franchisor may specify; shall refrain from using or permitting the use of the Approved Location for any other business purpose or activity at any time without first obtaining the written consent of Franchisor; and shall operate the Pillar To Post home inspection franchise in strict conformity with Franchisor's mandatory policies, practices, procedures, regulations and standards, whether set forth in the Manual or in other materials supplied to Franchisee by Franchisor, all of which may be changed or modified by Franchisor from time to time. Franchisee shall refrain from deviating from such policies, practices, procedures, regulations and standards without Franchisor's prior written consent.

7.3 Franchisee shall sell through the Pillar To Post home inspection franchise only such products and services as have been expressly approved in writing by Franchisor. Franchisee shall

offer Franchisor's Plus, Premium and Prestige packages or such other packages of goods and services as established by Franchisor from time to time in accordance with the mandatory policies, practices, procedures, regulations and standards established by Franchisor from time to time. Franchisee shall refrain from selling any other kind of product or service without Franchisor's prior written consent, and shall discontinue selling or offering for sale any products or services which Franchisor, in its sole discretion, disapproves in writing at any time. Franchisee shall have sole discretion as to the prices of all goods and services, including packages of goods and services, to be offered and sold by it to its customers.

7.3.1 Franchisee shall comply with all laws, rules and regulations governing operation of the Pillar To Post home inspection franchise, including all licensing and other requirements that limit the goods and services that may be offered or performed by a home inspector.

7.3.2 Franchisee shall avoid conflicts of interest by neither accepting or offering commissions or allowances, directly or indirectly, nor recommending or referring any form of repair or replacement of parts of any home inspected by the Pillar To Post home inspection franchise to itself, any of its affiliates or any other person or entity.

7.4 Franchisee acknowledges that (i) the residential inspection services for single family and various multi-family residences offered and sold under the Pillar To Post System are prepared and offered from proprietary methods and procedures exclusively developed and owned by Franchisor ("Proprietary Services"), (ii) any specialized products or equipment for the Pillar To Post home inspection franchise offered and sold under the Pillar To Post System, including, but not limited to, the Pillar To Post home inspection report form, are produced or manufactured using the Marks and designs exclusively developed and owned by Franchisor ("Proprietary Products"), and (iii) Franchisee has entered into this Agreement in order to obtain the right to use, offer and sell the Proprietary Services and Proprietary Products. In order to protect Franchisor's interest in the Proprietary Services and Proprietary Products and to ensure the quality, uniformity, and distinctiveness of the Proprietary Services and Proprietary Products, Franchisee agrees:

7.4.1 To provide residential inspection services for single family and various multi-family residences using only the Proprietary Services and Proprietary Products, Franchisor's approved business practices, and such other equipment, services and products which may from time to time be expressly approved in writing by Franchisor for use and/or sale by the Pillar To Post home inspection franchise;

7.4.2 To purchase solely from Franchisor or suppliers designated by Franchisor such Proprietary Services, Proprietary Products and other services, products, materials or supplies as may be specified by Franchisor in writing from time to time; and

7.4.3 To create a uniform customer experience by offering the Proprietary Services and Proprietary Products, including any approved additional services, in strict conformity with the mandatory policies, practices, procedures, regulations and standards whether set forth in the Manual or in other materials supplied to Franchisee by Franchisor from time to time, including, but not limited to, implementing all mandatory brand standards and operating basics as prescribed by Franchisor from time to time,

implementing all mandatory marketing programs as prescribed by Franchisor from time to time, packaging the Proprietary Services and Proprietary Products in the manner prescribed by Franchisor from time to time, and delivering the Proprietary Services and Proprietary Products to the customer in the manner and by the means prescribed by Franchisor from time to time.

7.5 Franchisee acknowledges that a material provision of this Agreement is the establishment of minimum requirements for growth of Gross Revenues. Franchisee must generate Gross Revenues of at least: (a) Thirty Thousand Dollars (\$30,000) in the first twelve (12) months after execution of this Agreement; (b) Forty Thousand Dollars (\$40,000) in the second twelve (12) months after execution of this Agreement; (c) Fifty Thousand Dollars (\$50,000) in the third twelve (12) months after execution of this Agreement; (d) Sixty Thousand Dollars (\$60,000) in the fourth twelve (12) months after execution of this Agreement; and (e) Eighty Thousand Dollars (\$80,000) in the fifth twelve (12) months after execution of this Agreement. Notwithstanding the foregoing, Franchisor and Franchisee agree that if the data available from the National Association of Realtors or the local Multi Listing Service (“MLS”) for the smallest geographical area that encompasses the Exclusive Territory, or if such data is unavailable, from a source mutually agreed to by the parties that accounts for housing transactions in a geographical area that encompasses the Exclusive Territory, shows that housing transactions for the twelve (12) month period ending on the last day of the month prior to the month during which the contract year ended decreased by five percent (5%) or more as compared to the prior twelve (12) month period or if Franchisee’s business has been materially affected by a personal or family hardship disclosed and, if appropriate, documented to Franchisor prior to the end of the contract year, the minimum Gross Revenues requirements provided herein, the minimum yearly Royalty Fee provided in Section 4.3 of this Agreement, the minimum Yearly Brand Fee provided in Section 12.2 of this Agreement, and the remedy provided in Section 15.3 of this Agreement shall not apply during that particular contract year. In such event, Franchisor and Franchisee shall meet within thirty (30) days of the end of the calendar year to develop a plan to address, among other things, the minimum revenue requirements for subsequent contract years and agree that in no event shall such minimums be less than the minimum Gross Revenues necessary to achieve annual five percent (5%) growth in Gross Revenues based on actual Gross Revenues for the most-recently completed contract year. The minimum Gross Revenues requirements for renewal terms (or for Franchisees who acquired their Franchised Business through transfer from a Franchisee, rather than from Franchisor) shall be modified to reflect the potential of an established market place, and such requirements shall be set forth in an Addendum to the renewal Franchise Agreement.

7.6 Franchisor shall not be liable to Franchisee, or be deemed to be in default of this Agreement, for any delay or failure of delivery of any services or products supplied by Franchisor to Franchisee resulting from any cause beyond Franchisor's reasonable control, including, but not limited to, weather conditions, acts of God, laws, regulations, government orders, labor disputes, shortages of materials, war, acts of terrorism, or civil unrest.

7.7 All services and products sold or offered for sale by the Pillar To Post home inspection franchise shall meet Franchisor's then-current standards and specifications, as established in the Manual or otherwise in writing by Franchisor from time to time. Franchisee shall purchase all services and products not covered in Section 7.4 solely from suppliers who demonstrate to Franchisor's continuing reasonable satisfaction the ability to meet Franchisor's

standards and specifications, who possess adequate quality controls and capacity to supply Franchisee's needs promptly and reliably, and who have been approved by Franchisor in the Manual or otherwise in writing. If Franchisee desires to purchase services or products from other than approved suppliers, Franchisee shall submit to Franchisor a written request to approve the proposed supplier, together with such information as Franchisor may reasonably require. Franchisor shall have the right to require that its representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered for evaluation and testing either to Franchisor or to an independent testing facility designated by Franchisor. A charge not to exceed the reasonable cost of the evaluation and testing shall be paid by Franchisee. Franchisor shall, within ninety (90) days after its receipt of such completed request and completion of such evaluation and testing (if required by Franchisor), notify Franchisee in writing of its approval or disapproval of the proposed supplier. Approval shall not be unreasonably withheld. Franchisee shall not sell or offer for sale any services or products of the proposed supplier until Franchisor's written approval of the proposed supplier is received. Franchisor may from time to time revoke its approval of particular suppliers or products when Franchisor determines in its sole discretion, that such suppliers or products no longer meet Franchisor's standards. Upon receipt of written notice of such revocation, Franchisee shall cease to purchase from the disapproved supplier.

7.8 At the time the Pillar To Post home inspection franchise opens, Franchisee shall stock and display the initial inventory of approved products prescribed by Franchisor in the Manual or otherwise in writing. Thereafter, Franchisee shall stock and maintain all types of approved products in quantities sufficient to meet reasonably anticipated customer demand.

7.9 Franchisee shall purchase and install, at Franchisee's expense, all fixtures, furnishings, equipment (including, but not limited to, a telephone, office computer, inspection tablet computer, mobile printer with minimum specifications established by Franchisor from time to time, high-speed internet access, and the Technology Platform (as defined in Section 9.3)), decor, signs and vehicle wraps on or about the Approved Location or on any vehicle used in operation of the Pillar To Post home inspection franchise as Franchisor may reasonably direct from time to time. Franchisee shall refrain from installing or permitting to be installed on or about the Approved Location or on any such vehicle, without Franchisor's prior written consent, any fixtures, furnishings, equipment, decor, signs, vehicle wraps or other items not previously approved as meeting Franchisor's standards and specifications.

7.10 Franchisee shall permit Franchisor and its agents to enter upon the Approved Location or any vehicles used in operation of the Pillar To Post home inspection franchise at any time during normal business hours for the purpose of conducting inspections; shall cooperate with representatives of Franchisor in such inspections by rendering such assistance as they may reasonably request; and, upon notice from Franchisor or its agents, and without limiting Franchisor's other rights under this Agreement, shall take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. Should Franchisee, for any reason, fail to correct such deficiencies within a reasonable time as determined by Franchisor, Franchisor shall have the right, but not the obligation, to correct any deficiencies which may be susceptible to correction by Franchisor and to charge Franchisee a reasonable fee for Franchisor's expenses in so acting, payable by Franchisee upon demand. The foregoing shall be in addition to such other remedies Franchisor may have under this Agreement and applicable law.

7.11 Franchisee shall ensure that all advertising and promotional materials, signs, decorations, and other items specified by Franchisor bear the Marks in the form, color, location, and manner prescribed by Franchisor in this Agreement, in the Manual or otherwise in writing.

7.12 Franchisee shall maintain the Approved Location and any vehicle used in the operation of the Pillar To Post home inspection franchise in a clean, orderly condition and in excellent repair; and, in connection therewith, Franchisee shall, at its expense, make such additions, alterations, repairs, and replacements thereto (but no others without Franchisor's prior written consent) as may be required by Franchisor for that purpose, including, but not limited to, such periodic refurbishment or replacement of obsolete signs, vehicle wraps, furnishings, equipment, and decor as Franchisor may reasonably direct.

7.13 Franchisee shall use computers, printers and other related equipment with minimum specifications established by Franchisor from time to time and software and other technology, including the Technology Platform (as defined in Section 9.3 herein), required by Franchisor from time to time. Franchisee acknowledges that in the future, and from time to time, Franchisee may be required to purchase or lease new computers, printers and other equipment, upgrades to the Technology Platform and/or new software and technology at Franchisee's expense, including an increase in the IT Fee provided in Section 4.4 of this Agreement.

7.14 Franchisee shall only use the email accounts, including assigned @pillartopost.com email addresses, and social media accounts designated by Franchisor from time to time in the operation of the Pillar To Post home inspection franchise. Franchisee shall not use any other email account or social media account for any purpose related to the Pillar To Post home inspection franchise, including in connection with any brochure, letterhead, business card, internet presence, social media presence, or other marketing material or forum.

7.15 Franchisee shall maintain a competent, conscientious, trained staff, including a fully trained, full-time manager, which may be Franchisee. Franchisee shall take such steps as are necessary to ensure that its employees preserve good customer relations; render competent, prompt, courteous, and knowledgeable service; and meet such minimum standards as Franchisor may establish from time to time in the Manual or otherwise in writing. Franchisee and its employees shall handle all customer complaints, refunds, returns, and other adjustments in a manner that will not detract from the name and goodwill of Franchisor. Franchisee shall ensure that no less than eighty percent (80%) of all Franchisee's employees, contract employees, independent contractors, partners, shareholders or members who perform inspections, officers and directors attend and complete to Franchisor's sole subjective satisfaction the Initial Training Program at Franchisee's own expense. Franchisee is required to satisfactorily train, to the standards as may be established by Franchisor from time to time in its sole discretion, the remaining twenty percent (20%) of those persons who do not attend the Initial Training Program. Notwithstanding the foregoing or any other provision of this Agreement, Franchisee (and not Franchisor) shall at all times be responsible for all employment decisions related to the Pillar To Post home inspection franchise, including, but not limited to, hiring, firing, training, promotion, remuneration, compliance with laws (including without limitation wage and hour requirements and human rights legislation), recordkeeping, supervision and discipline. Franchisee expressly agrees that Franchisor does not have the power to hire, fire, or control in any manner whatsoever the employees of the Pillar To Post home inspection franchise.

7.16 Franchisee shall not unilaterally implement any change, amendment, or improvement to the Pillar To Post System without the prior written consent of Franchisor. Franchisee, at its sole expense, shall implement any change, amendment, or improvement to the Pillar To Post System as may be required by Franchisor from time to time.

7.17 Franchisee shall comply with all terms of its lease or sublease, and all other agreements affecting the operation of the Pillar To Post home inspection franchise; shall undertake best efforts to maintain a good and positive working relationship with its landlord and other vendors, and shall refrain from any activity which may jeopardize Franchisee's right to remain in possession of the Approved Location.

7.18 Franchisee shall be responsible for obtaining legal advice from an attorney of Franchisee's choosing, which advice shall be specific to Franchisee's jurisdiction and individual circumstances, including advice as to the laws, rules and regulations regulating home inspection and the operation of Pillar To Post home inspection franchise.

7.19 Franchisee shall be responsible for obtaining accounting advice from an accountant of Franchisee's choosing, which advice shall be specific to Franchisee's jurisdiction and individual circumstances.

8. MARKS

8.1 Franchisor represents to Franchisee with respect to the Marks that:

8.1.1 Franchisor or its affiliates or licensors are the owners of the Marks;

8.1.2 Franchisor has the exclusive right to use, and to license others to use, the Marks in the United States; and

8.1.3 Franchisor has taken and will take all steps reasonably necessary to preserve and protect the validity of the Marks and Franchisor's right to use, and to license others to use, the Marks.

8.2 With respect to Franchisee's use of the Marks pursuant to this Agreement, Franchisee agrees that:

8.2.1 Franchisee shall use only the Marks designated by Franchisor, and shall use them only in the manner authorized and permitted by Franchisor;

8.2.2 Franchisee shall use the Marks only for the operation of the Pillar To Post home inspection franchise and only at the Approved Location, or in advertising for the Pillar To Post home inspection franchise;

8.2.3 Franchisee shall use the Marks only in accordance with the Pillar To Post System and the standards and specifications attendant thereto which underlie the goodwill associated with and symbolized by the Marks;

8.2.4 Unless otherwise authorized or required by Franchisor, Franchisee shall operate and advertise the Pillar To Post home inspection franchise only under the name “Pillar To Post Home Inspectors®” and shall use all Marks without prefix or suffix or any variation of any kind. Franchisee shall not use the Marks, or any marks, names or indicia which are or may be confusingly similar, as part of its corporate or other business or legal name, except as authorized in this Agreement;

8.2.5 Franchisee's right to use the Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of the rights of Franchisor;

8.2.6 Franchisee shall not use the Marks to incur any obligation or indebtedness on behalf of Franchisor;

8.2.7 Franchisee shall comply with Franchisor's instructions in filing and maintaining any requisite trade name or fictitious name registrations, and shall execute any documents deemed necessary by Franchisor or its counsel to obtain protection for the Marks or to maintain their continued validity and enforceability; and

8.2.8 Franchisee shall promptly notify Franchisor of any unauthorized use of the Marks, any challenge to the validity or enforceability of the Marks, or any challenge to Franchisor's ownership of, or Franchisor's right to use and to license others to use, or Franchisee's right to use, the Marks. Franchisee acknowledges that Franchisor has the right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement thereof. Franchisor has the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks. Franchisor shall defend Franchisee against any third-party claim, suit, or demand arising out of Franchisee's use of the Marks. If Franchisor, in its sole discretion, determines that Franchisee has used the Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by Franchisor up to the amount of the Initial Fee. If Franchisor, in its sole discretion, determines that Franchisee has not used the Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by Franchisee. In the event of any administrative proceeding or litigation relating to Franchisee's use of the Marks, Franchisee shall execute any and all documents and do such acts as may, in the opinion of Franchisor, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a party to any legal action. Except to the extent that such administrative proceeding or litigation is the result of Franchisee's use of the Marks in a manner inconsistent with the terms of this Agreement, Franchisor agrees to reimburse Franchisee for its out-of-pocket costs in doing such acts, up to the amount of the Initial Fee.

8.3 Franchisee expressly understands and acknowledges that:

8.3.1 Franchisor or its affiliates or licensors are the owners of all right, title, and interest in and to the Marks, and the goodwill associated with and symbolized by them, and Franchisor has the exclusive right to use, and license others to use, the Marks in the United States;

8.3.2 The Marks are valid and serve to identify the Pillar To Post System and those who are authorized to operate under the Pillar To Post System

8.3.3 During the term of this Agreement and after its expiration or termination, Franchisee shall not directly or indirectly contest the ownership, enforceability, or validity of, nor take any other action which tends to jeopardize the ownership of, or Franchisor's right to use and to license others to use, the Marks;

8.3.4 Franchisee's use of the Marks pursuant to this Agreement does not give Franchisee any ownership interest or other interest in or to the Marks;

8.3.5 Any and all goodwill arising from Franchisee's use of the Marks under the Pillar To Post System shall inure solely and exclusively to the benefit of Franchisor, and upon expiration or termination of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the Pillar To Post System or the Marks;

8.3.6 Except as specified in Section 1.4 hereof with respect to an Exclusive Territory, the right and license of the Marks granted hereunder to Franchisee is exclusive, and Franchisor thus has and retains the rights, among others: (i) to use the Marks itself in connection with selling products and services, including, but not limited to, the same or similar products to be sold by the Pillar To Post home inspection franchise; (ii) to grant other licenses for the Marks; and (iii) to develop and establish other systems using the Marks, similar Marks, or any other Marks, and to grant licenses thereto without providing any rights therein to Franchisee; and

8.3.7 Franchisor reserves the right to substitute different Marks for use in identifying the Pillar To Post System and the businesses operating thereunder if Franchisor, in its sole discretion, determines that substitution of different marks will be beneficial to the Pillar To Post System. Franchisee shall implement promptly any such substitution of new Marks. Franchisor shall bear the costs of modifying Franchisee's signs and advertising materials to conform to Franchisor's new Marks, but shall otherwise have no obligation or liability to Franchisee as a result of such substitution.

8.4 Franchisee hereby irrevocably assigns to Franchisor all right, title and interest that Franchisee may have now or in the future to any domain name or social media or networking account or site (including, but not limited to, identity, followers, or content) that Franchisee utilizes in the operation of the Pillar To Post home inspection franchise, whether or not the domain name, account or site has been approved by Franchisor.

9. OPERATIONS MANUAL/TECHNOLOGY PLATFORM/BUSINESS LINES

9.1 In order to protect the reputation and goodwill of Franchisor and to maintain high standards of operation under the Pillar To Post System, Franchisee shall operate the Pillar To Post home inspection franchise in accordance with the mandatory policies, practices, procedures, regulations and standards specified in the Manual. Franchisor will lend Franchisee a copy of the Manual, which may be made available to Franchisee exclusively through a secured website or similar network established for that purpose. Franchisor may from time to time revise the contents

of the Manual, and Franchisee expressly agrees to comply with each new or changed version or standard. The Manual, including all additions and modifications made thereto, shall remain the exclusive property of Franchisor, shall only be used in connection with the operation of the Pillar To Post home inspection franchise, and shall not be copied or distributed by Franchisee without the prior written consent of Franchisor. Upon expiration or termination of this Agreement, Franchisee must discontinue use of the Manual and all other materials provided by Franchisor and return all copies of the Manual and such materials to Franchisor.

9.2 Franchisee agrees that the Manual, any other manuals created for or approved for use in the operation of the Pillar To Post home inspection franchise, and the information contained therein, is confidential information belonging to Franchisor. Franchisee shall treat such information as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential. Franchisee shall not copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, or otherwise make the same available to any unauthorized person or entity.

9.3 Franchisee shall use the computer hardware, software, services and systems (the "Technology Platform") provided by Franchisor or provided by suppliers designated by Franchisor. Franchisee acknowledges and agrees that in the future, and from time to time, Franchisee may be required to upgrade the Technology Platform or license, purchase or lease new software and technology at Franchisee's expense, including an increase in the IT Fee provided in Section 4.5 of this Agreement. Franchisee shall not copy, duplicate, record or otherwise reproduce the Technology Platform, in whole or in part, or otherwise make the same available to any unauthorized person or entity.

9.4 The right to access the Technology Platform and the information and data generated with and stored by the Technology Platform, shall remain the sole property of Franchisor. Provided that Franchisee is not in default under this Agreement, Franchisee shall have access to the Technology Platform, as well as the information and data generated with and stored by the Technology Platform related to the Pillar To Post home inspection franchise, during the Term and any Renewal Term.

9.5 Franchisee must establish an account with Franchisor's designated supplier to maintain two (2) business telephone lines that will be exclusively used in operation of the Pillar To Post home inspection franchise, including in all advertising and promotion of the business (the "Business Lines"). Franchisee shall be solely responsible for all costs related to establishing and maintaining the Business Lines during the Term. Notwithstanding the foregoing, Franchisor shall exclusively own and control the Business Lines during the Term and thereafter.

9.6 Franchisee must implement all administrative, physical and technical safeguards that Franchisor requires or that are required under applicable law to protect any information that can be used to identify an individual, including names, addresses, telephone numbers, e-mail addresses, employee identification numbers, signatures, passwords, financial information, credit card information, and government-issued identification numbers ("Personal Information"). No assistance, guidance, standards or requirements that Franchisor provides Franchisee constitute a representation or warranty of any kind, express or implied, that Franchisee is compliant with federal, state, or local privacy and data laws, codes, or regulations, or acceptable industry

standards. It is Franchisee's responsibility to confirm that the safeguards Franchisee uses to protect Personal Information comply with all laws and industry best practices related to the collection, access, use, storage, disposal and disclosure of Personal Information. If Franchisee becomes aware of a suspected or actual breach of security or unauthorized access involving Personal Information, Franchisee shall notify Franchisor immediately and specify the extent to which Personal Information was compromised or disclosed. Franchisor reserves the right to conduct a data security and privacy audit of the Pillar To Post home inspection franchise and Franchisee's computer system at any time, from time to time, to ensure that Franchisee is complying with Franchisor's requirements for handling Personal Information. Franchisee agrees to cooperate with Franchisor fully during the course of any audit.

10. CONFIDENTIAL INFORMATION

10.1 Franchisee shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation or limited liability company any confidential information, knowledge, or know-how concerning the methods of operation of the business franchised hereunder which may be communicated to Franchisee, which may become known to Franchisee, or of which Franchisee may be apprised by virtue of Franchisee's operation under the terms of this Agreement, or after the termination or expiration of this Agreement or any renewal hereof, use any such confidential information knowledge or know-how for itself or its business. Franchisee shall divulge such confidential information only to such of its employees or contract employees, or if Franchisee is a corporation or limited liability company, then to such officers, directors, shareholders, and members as must have access to it in order to operate the Pillar To Post home inspection franchise. Any and all information, knowledge, know-how, techniques, and other data that Franchisor designates as confidential shall be deemed confidential for purposes of this Agreement.

10.2 At Franchisor's request, Franchisee shall require its manager (if Franchisee is a corporation, limited liability company, or partnership) and any personnel having access to any confidential information of Franchisor to execute covenants that they will maintain the confidentiality of information they receive in connection with their employment by Franchisee. Such covenants shall be in a form satisfactory to Franchisor including, but not limited to, specific identification of Franchisor as a third party beneficiary of such covenants with the independent right to enforce them.

11. ACCOUNTING AND RECORDS

11.1 Franchisee shall prepare, and shall preserve for at least seven (7) years from the dates of their preparation, complete and accurate books, records, and accounts in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor from time to time in the Manual or otherwise in writing.

11.2 All Gross Revenues, state, county or municipal sales tax, and charges collected on behalf of third parties shall be recorded by Franchisee in accordance with applicable law and as required in the Manual or otherwise directed by Franchisor from time to time.

11.3 Franchisee shall, at Franchisee's expense, submit to Franchisor in the form and manner prescribed by Franchisor, the following reports, financial statements, and other data:

11.3.1 No later than the fifth (5th) day of each month, reports accurately reflecting and/or confirming all Gross Revenues and all home inspections performed during the preceding calendar month must be submitted electronically to Franchisor in the manner proscribed by Franchisor from time to time;

11.3.2 Within ninety (90) days after the end of each fiscal year of the Pillar To Post home inspection franchise, financial statements prepared on a review basis by an independent certified public accountant approved by Franchisor, showing the results of operations of the Pillar To Post home inspection franchise during said fiscal year, including, but not limited to, a Profit and Loss Statement, a Balance Sheet, and an Income Statement; and

11.3.3 Such other forms, reports, records, information, and management data as Franchisor may reasonably designate.

11.4 Franchisor and its designated agents shall have the right at all reasonable times during normal business hours to examine and copy, at Franchisor's expense, the books, records, computer systems, computer records, accounts, and tax returns (the "Books") of the Pillar To Post home inspection franchise. Franchisor shall also have the right, at any time, to have an independent audit made of the Books of the Pillar To Post home inspection franchise. If an inspection should reveal that any payments have been understated in any report to Franchisor, then Franchisee shall immediately pay to Franchisor the amount understated upon demand, plus interest thereon from the date such amount was due until paid, at the rate of eighteen (18%) percent per annum calculated daily or the maximum rate permitted by law, whichever is less. If an inspection discloses an understatement in any report of two (2%) percent or more, Franchisee shall, in addition to repayment of monies owed with interest, reimburse Franchisor for any and all costs and expenses connected with the inspection (including, but not limited to, travel, lodging, wage expenses, and reasonable accounting and legal costs). The foregoing remedies shall be in addition to any other remedies Franchisor may have.

12. ADVERTISING AND PROMOTION

12.1 Franchisee shall pay to the Pillar To Post promotion and advertising fund (the "Brand Fund") a continuing monthly brand fee equal to four percent (4%) of the Gross Revenues of the Pillar To Post home inspection franchise, or a minimum monthly brand fee of \$160.00 per month, whichever is greater (the "Brand Fee"), computed from the first (1st) day of the month following Franchisee's completion of the Initial Training Program.

12.2 In the event Franchisee fails to generate the minimum Gross Revenues required for any particular twelve (12) month period of operation as set forth in Section 7.5 of this Agreement, Franchisee shall pay to the Brand Fund a minimum yearly Brand Fee equal to up to four percent (4%), or such lesser percentage as the Franchisor may from time to time implement, of the minimum Gross Revenues required for that particular twelve (12) month period of operation less

the total amount of monthly Brand Fees paid by Franchisee for that particular twelve (12) month period of operation.

12.3 The Brand Fund shall be maintained and administered by Franchisor as follows:

12.3.1 Franchisor shall direct all advertising and promotional programs, with sole discretion over the concepts, materials, and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that the Brand Fund is intended to maximize general public recognition, acceptance, and use of the Pillar To Post System; and that Franchisor is not obligated, in administering the Brand Fund, to make expenditures for Franchisee which are equivalent or proportionate to Franchisee's contribution, or to ensure that any particular franchisee benefits directly or pro rata from expenditures by the Brand Fund;

12.3.2 The Brand Fund, all contributions thereto, and any earnings thereon, shall be used exclusively to meet any and all costs of maintaining, administering, directing, conducting, and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities which Franchisor believes will enhance the image of the Pillar To Post System, including, among other things, the costs of preparing and conducting media advertising campaigns; direct-mail advertising; marketing surveys; employing advertising and/or public relations agencies to assist therein; purchasing promotional items; and providing promotional and other marketing materials and services to the businesses operating under the Pillar To Post System; and

12.3.3 Franchisee shall contribute to the Brand Fund by separate payments made directly to the Brand Fund. All sums paid by Franchisee to the Brand Fund shall be maintained in an account separate from the other monies of Franchisor and shall not be used to defray any of Franchisor's expenses, except for such reasonable costs and overhead, if any, as Franchisor may incur in activities reasonably related to the direction and implementation of the Brand Fund and advertising programs for franchisees and the Pillar To Post System, including, among other things, costs of personnel for creating and implementing advertising, promotional, and marketing programs. The Brand Fund and any earnings thereon shall not otherwise inure to the benefit of Franchisor. Franchisor shall maintain separate bookkeeping accounts for the Brand Fund.

12.4 All advertising and promotion by Franchisee shall be in such media and of such type and format as Franchisor may approve, shall be conducted in a dignified manner, and shall conform to the mandatory policies, practices, procedures, regulations and standards established by Franchisor from time to time. Franchisee shall not use any advertising or promotional plans or materials unless and until Franchisee has received written approval from Franchisor, pursuant to the procedures and terms set forth in Section 12.5 of this Agreement.

12.5 Franchisor may, in its sole discretion, make available to Franchisee from time to time, advertising plans and promotional materials, including coupons, merchandising materials, sales aids, point-of-purchase materials, special promotions, direct mail materials, email accounts, social media accounts, electronic promotional materials, and other advertising and promotional materials.

12.6 Franchisee shall submit samples of all advertising and promotional plans and materials to Franchisor for its approval at least thirty (30) days prior to its proposed use (except with respect to prices to be charged by Franchisee), if such plans and materials have not been prepared or previously approved by Franchisor. If written notice of disapproval is not received by Franchisee from Franchisor within thirty (30) days of the date of receipt by Franchisor of such samples or materials, Franchisor shall be deemed to have approved them.

12.7 Franchisee may not maintain an internet website, internet-based applications, social media presence, or otherwise maintain a presence or advertise on the internet or any other public computer network in connection with the Pillar To Post home inspection franchise without Franchisor's prior written approval, which Franchisor may withhold for any reason or no reason.

12.7.1 Franchisee agrees to submit to Franchisor for approval before use true and correct electronic copies or proofs of all website pages, software applications or social media presence Franchisee proposes to use in connection with the Pillar To Post home inspection franchise. Franchisee understands and agrees that Franchisor's right of approval of all such materials is necessitated by the fact that such materials will include and be inextricably linked with the Marks. Franchisee may only use material that Franchisor has approved.

12.7.2 Franchisee's website, application or social media presence must conform to all of the mandatory policies, practices, procedures, regulations and standards established by Franchisor from time to time, whether set forth in the Manual or otherwise. Franchisee agrees to provide all hyperlinks or other links that Franchisor requires.

12.7.3 If Franchisor grants approval for a website, application or social media presence, Franchisee may not use any of the Marks without Franchisor's prior written permission. Franchisee may not post any of Franchisor's proprietary, confidential or copyrighted material or information on its website, application or through social media without Franchisor's prior written approval. If Franchisee wishes to modify its approved website, application or social media presence, all proposed modifications must also receive Franchisor's prior written approval.

12.7.4 Franchisee explicitly understands that it may not post on its website, application or through social media any material which any third party has any direct or indirect ownership interest in (including, without limitation, video clips, photographs, sound bites, copyrighted text, trademarks, service marks, or any other text or image which any third party may claim intellectual property ownership interests in).

12.7.5 Franchisee agrees to list on its website, application or social media presence any website maintained by Franchisor, and any other information Franchisor requires in the manner Franchisor dictates.

12.7.6 Franchisee agrees to obtain Franchisor's prior written approval for any internet domain name, home page address, software application or other internet or social media identification address.

12.7.7 The requirement of Franchisor's prior approval set forth in this Section 12.7 will apply to all activities by Franchisee on the internet, any software application, any social media platform or any other communication networks, including, but not limited to, any website, any application, any social media presence, or any email account other than the email account provided in accordance with Section 3.7 of this Agreement.

13. **INSURANCE**

13.1 Franchisee shall procure, prior to the commencement of any operations under this Agreement, and shall maintain in full force and effect at all times during the term of this Agreement, at Franchisee's expense, an insurance policy or policies protecting Franchisee, Franchisor, and their respective officers, directors, partners, employees and independent contractors against any demand or claim with respect to personal injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring upon or in connection with the Pillar To Post home inspection franchise, including, but not limited to, professional liability (errors and omissions) insurance, general liability insurance, commercial auto insurance, business personal property insurance, workers' compensation insurance, employer's liability insurance, and such other insurance as may be required by applicable law. Such policy or policies shall be written by a responsible carrier or carriers acceptable to Franchisor, shall name Franchisor as an additional insured as specified by Franchisor, and shall provide at least the types and minimum amounts of coverage specified in this Section or in the Manual from time to time, and in any event with minimum limits of liability in respect to professional liability, general liability, commercial auto and business personal property of One Million Dollars (\$1,000,000) per occurrence

13.2 Franchisee's obligation to obtain and maintain the insurance policy or policies in the amounts specified herein and in the Manual shall not be limited in any way by reason of any insurance that may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Section 20.3 of this Agreement.

13.3 All public liability and property damage insurance policies shall contain a provision that Franchisor, although named as an insured, shall nevertheless be entitled to recover under such policies on any loss occasioned to Franchisor or its officers, directors, servants, agents, or employees by reason of the negligence or intentional act or omission of Franchisee or its officers, directors, servants, agents, or employees.

13.4 Prior to the commencement of any operations under this Agreement, and thereafter at least fifteen (15) days prior to the expiration of any insurance policy, Franchisee shall deliver to Franchisor Certificates of Insurance evidencing the proper types and minimum amounts of coverage. All Certificates of Insurance shall expressly provide that no less than fifteen (15) days prior written notice shall be given to Franchisor in the event of material alteration to or cancellation of the coverage evidenced by such Certificates of Insurance.

14. **TRANSFER OF INTEREST**

14.1 This Agreement and all rights and duties hereunder may be freely assigned or transferred by Franchisor in its sole discretion to any person or legal entity which agrees to assume

Franchisor's obligations hereunder, including a competitor of Franchisor, and shall be binding upon and inure to the benefit of Franchisor's successors and assigns including, but not limited to, any entity which acquires all or a portion of the stock of Franchisor or any entity resulting from or participating in a merger, consolidation or reorganization in which Franchisor is involved, and to which Franchisor's rights and duties hereunder are assigned or transferred.

14.2 Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that Franchisor has granted this franchise in reliance on many factors, including, but not limited to, Franchisee's (or, if Franchisee is a corporation, limited liability company, or partnership, its principal's or principals') business skill, financial capacity, and personal character. Accordingly, neither Franchisee nor any immediate or remote successor, heir, executor, administrator, or assignee to any part of Franchisee's interest in this Agreement or the Pillar To Post home inspection franchise, nor any individual, partnership, corporation, limited liability company, or other legal entity which directly or indirectly owns any direct or indirect interest in Franchisee or the Pillar To Post home inspection franchise shall directly or indirectly sell, assign, transfer, convey, pledge, mortgage, give away, or otherwise encumber any direct or indirect interest in this Agreement or any portion thereof, in Franchisee, in the Pillar To Post home inspection franchise, in any equity or voting interest in Franchisee, or in all or substantially all of the assets of the Pillar To Post home inspection franchise, nor permit the Pillar To Post home inspection franchise to be operated, managed, directed or controlled, directly or indirectly, by any person or entity other than Franchisee (any such act or event is referred to as a "Transfer") without the prior written consent of Franchisor, which written consent shall not be unreasonably withheld. Any purported Transfer occurring by operation of law or otherwise, including any Transfer by a trustee in bankruptcy, without the prior written consent of Franchisor required by this Section 14.2 shall be null and void, shall constitute a material breach of this Agreement, and shall subject this Agreement to immediate termination without opportunity to cure in accordance with Section 15.2.8 of this Agreement. In the event the Franchisee is a corporation or limited liability company, the stock or membership units of such corporation or limited liability company shall not be publicly sold or traded on any securities exchange or in the over-the-counter market without the prior written consent of Franchisor

14.3 Franchisee understands and acknowledges the vital importance of the performance of Franchisee to the market position and overall image of Franchisor. Franchisee also recognizes that there are many subjective factors that comprise the process by which Franchisor selects a suitable franchise owner. Therefore, Franchisee shall notify Franchisor in writing of any proposed Transfer of any direct or indirect interest in this Agreement, in Franchisee, or in all or substantially all of the assets of the Pillar To Post home inspection franchise at least thirty (30) days before such Transfer is proposed to take place. Franchisor shall not unreasonably withhold its consent to any Transfer, but if a Transfer, alone or together with other previous, simultaneous, or proposed Transfers, would have the effect of changing control of Franchisee, this Agreement, or all or substantially all of the assets of the Pillar To Post home inspection franchise, Franchisor may, in its sole subjective discretion, require any or all of the following as conditions of its approval:

14.3.1 That the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as Franchisor may request) demonstrate to Franchisor's satisfaction that it meets Franchisor's educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the

aptitude and ability to operate the Pillar To Post home inspection franchise (as may be evidenced by prior related business experience or otherwise), and has adequate financial resources and capital to operate the Pillar To Post home inspection franchise;

14.3.2 That all of Franchisee's accrued monetary obligations and all other outstanding obligations to Franchisor and its affiliates have been satisfied;

14.3.3 That Franchisee is not in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisee and Franchisor or its affiliates;

14.3.4 That Franchisee pay a transfer fee in an amount equal to \$4,000.00, plus any applicable taxes, to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the application to transfer, including, but not limited to, legal and accounting fees;

14.3.5 That Franchisee shall have procured, at Franchisee's expense, an extended coverage insurance policy protecting Franchisee, Franchisor, and their respective officers, directors, partners, and employees against any demand or claim with respect to any loss or expense arising from operation of the Pillar To Post home inspection franchise. Such policy shall be written by a responsible carrier acceptable to Franchisor, shall name Franchisor as additional insured, and shall provide at least the types and minimum amounts of coverage specified in this Agreement or in the Manual from time to time. The term of the extended coverage period shall not be less than two (2) years;

14.3.6 That the transferor shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and their officers, directors, shareholders, and employees;

14.3.7 That Franchisee remain liable for all of the obligations to Franchisor in connection with the Pillar To Post home inspection franchise which arose prior to the effective date of the transfer, including, but not limited to, any claim or obligation under Section 20.3 of this Agreement, and execute any and all instruments reasonably requested by Franchisor to evidence such liability;

14.3.8 That the transferee (or, if the transferee is a corporation, limited liability company, or partnership, the manager designated by transferee acceptable to Franchisor, which manager must be a shareholder, member, or partner with a beneficial interest of fifty (50%) percent or more of the transferee) at the transferee's expense, take and complete, to Franchisor's sole subjective satisfaction, the Initial Training Program then in effect for franchisees and managers upon such terms and conditions as Franchisor may reasonably require;

14.3.9 That the transferee execute, for a term ending on the expiration date of this Agreement and with such renewal terms as may be provided by this Agreement, the then-current form of franchise agreement and other ancillary agreements as Franchisor may require for the Pillar To Post home inspection franchise, which agreements shall supersede this Agreement in all respects, or upon the agreement of the parties a new then current form

of Franchise Agreement and other ancillary agreements which may be for the full term of this Agreement with the full terms of renewal as may be provided by this Agreement;

14.3.10 That the transferee (and, if the transferee is other than an individual, such owners of any beneficial interest in the transferee as Franchisor may request) enter into a written assignment, in a form satisfactory to Franchisor, assuming and agreeing to discharge all of Franchisee's obligations under this Agreement; and, if the obligations of Franchisee were guaranteed by the transferor or its owners, that the transferee and its owners guarantee the performance of all such obligations in writing in a form satisfactory to Franchisor; and

14.3.11 If the transferor or its owners executed a guarantee, indemnification, and acknowledgement of Franchisee's obligations under this Agreement, that the transferee and its owners execute a guarantee, indemnification, and acknowledgement of all such obligations.

Franchisee acknowledges and agrees that each condition that must be met by the transferee and its owners is necessary to assure such transferee's full performance of the obligations hereunder.

14.4 Franchisee shall not grant a security interest in the Franchise Agreement, the Pillar To Post home inspection franchise or in any of the assets of the Pillar To Post home inspection franchise unless the secured party agrees that in the event of any default by Franchisee under any documents related to the security interest, Franchisor shall have the right and option (but not the obligation) to be substituted as obligor to the secured party and to cure any default of Franchisee, and any acceleration of indebtedness due to Franchisee's default shall be void.

14.5 If any party holding any direct or indirect interest in this Agreement, in Franchisee, or in all or substantially all of the assets of the Pillar To Post home inspection franchise desires to accept any bona fide offer from a third party to purchase such interest, Franchisee shall notify Franchisor in writing. Franchisor shall have the right and option, exercisable within thirty (30) days after receipt of such written notification, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party. If Franchisor elects to purchase the seller's interest, closing on such purchase shall occur within sixty (60) days from the date of notice to the seller of the election to purchase by Franchisor. If Franchisor elects not to purchase the seller's interest, any material change thereafter in the terms of the offer from a third party shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of the third party's initial offer. Failure of Franchisor to exercise the option afforded by this Section 14.5 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 14 with respect to a proposed transfer. In the event the consideration, terms, and/or conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same consideration, terms, and/or conditions, then Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the cash consideration, an independent appraiser shall be designated by Franchisor at Franchisor's expense, to determine the cash consideration and the appraiser's determination shall be binding.

14.6 In the event of the death or incapacity of Franchisee (or, if Franchisee is a corporation, limited liability company, or partnership, any person with an interest in Franchisee or in all or substantially all of the assets of the Pillar To Post home inspection franchise), the heirs, beneficiaries, devisees, executors, administrators or other legal representatives of Franchisee shall, within one hundred twenty (120) days of such event:

14.6.1 Apply to Franchisor for the right to continue to operate the Pillar To Post home inspection franchise for the duration of the term of this Agreement and any renewals hereof, which right shall be granted provided the surviving spouse, heirs or estate shall satisfy all of the then-current qualifications for a purchaser of a Franchise; or

14.6.2 Sell, assign, transfer, or convey Franchisee's interest in compliance with the provisions of Sections 14.3 and 14.5 of this Agreement; provided, however, that in the event a proper and timely application for the right to continue to operate the Pillar To Post home inspection franchise has been made by Franchisee and rejected by Franchisor, the one hundred twenty (120) days to sell, assign, transfer, or convey the Pillar To Post home inspection franchise shall be computed from the date of said rejection.

Franchisee will have the right (but not the obligation) to take over operation of the Pillar To Post home inspection franchise until either Section 14.6.1 or Section 14.6.2 is complied with and to charge a reasonable management fee for such services. For purposes of this Section, "incapacity" means any physical or mental infirmity that will prevent the person from performing his or her obligations under this Agreement (i) for a period of 30 or more consecutive days or (ii) for 60 or more total days during a calendar year.

14.7 If the provisions of Section 14.6 have not been fulfilled within the time provided, all rights granted to Franchisee under this Agreement shall, at the option of Franchisor, terminate immediately and automatically revert to Franchisor.

14.8 Notwithstanding the foregoing, it is understood that Franchisee (if an individual, natural person) may assign this Agreement on one occasion to a corporation or limited liability company organized by Franchisee for that purpose only, provided that at least a majority of all the issued and outstanding shares of voting stock, membership units, and equity interests are owned and voted continuously by Franchisee, and further provided that Franchisor shall have approved in advance all other shareholders of such corporation or members of such limited liability company holding equity or voting interests, which approval shall not be unreasonably withheld. Franchisor shall be given written notice of such assignments and delegation, and thereupon such corporation or limited liability company shall have all such rights and obligations, and the terms "Franchisee" and "Pillar To Post home inspection franchise" as listed herein shall refer to such corporation or limited liability company; provided, however, that such assignment shall in no way affect the obligations hereunder of the individual above designated "Franchisee," who shall execute Franchisor's standard form personal guaranty and remain fully bound by and responsible for the performance of all such obligations, jointly and severally, with such corporation or limited liability company. Such corporation or limited liability company shall at no time engage in any business or activities other than the exercise of the rights herein granted to Franchisee and the performance of its obligations as Franchisee hereunder. Unless the assignment provided in this Section 14.8 occurs within six (6) months of the execution of this Agreement, Franchisee shall pay a fee of

\$1,000.00 to Franchisor to cover the reasonable costs and expenses associated with document preparation and review for such assignment.

14.9 Franchisor's consent to a Transfer of any interest in this Agreement, in Franchisee, or in all or substantially all of the assets of the Pillar To Post home inspection franchise shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand strict compliance with any of the terms of this Agreement by the transferor or transferee.

14.10 If, prior to serious negotiations with Franchisee or one of Franchisee's owners, the transferee was referred by Franchisor to Franchisee after having contact with Franchisor or someone acting on Franchisor's behalf, then Franchisee shall pay Franchisor a referral fee in the amount of \$5,000 due at closing of any transfer to the referred transferee.

15. **DEFAULT AND TERMINATION**

15.1 Franchisee shall be deemed to be in default under this Agreement, and all rights granted to Franchisee herein shall automatically terminate without notice to Franchisee, if Franchisee shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by Franchisee or such a petition is filed against and not opposed by Franchisee; if Franchisee is adjudicated a bankrupt or insolvent; if a receiver of Franchisee for Franchisee's business or assets is appointed; if a receiver of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if a final judgment remains unsatisfied or of record for thirty (30) days or longer; if Franchisee is dissolved; if suit to foreclose any lien or mortgage against the Approved Location or equipment is instituted against Franchisee and not dismissed within sixty (60) days; if the real or personal property of the Pillar To Post home inspection franchise shall be seized and sold; or if execution is levied against Franchisee's business or property.

15.2 Upon the occurrence of any of the following events of default, Franchisor may, at its option, terminate all rights granted to Franchisee hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon receipt of notice by Franchisee:

15.2.1 If Franchisee, in Franchisor's sole subjective discretion, fails to satisfactorily complete the Initial Training Program or any other required training;

15.2.2 If Franchisee, in Franchisor's sole subjective discretion, fails to satisfactorily complete the start-up business operations, inspections and marketing program;

15.2.3 If Franchisee fails to obtain an Approved Location for the Pillar To Post home inspection franchise within the time limits provided in Section 1.3 of this Agreement;

15.2.4 If Franchisee fails to open the Pillar To Post home inspection franchise for business within the time limits provided in Section 5.2 of this Agreement;

15.2.5 If Franchisee at any time ceases to operate or otherwise abandons the Pillar To Post home inspection franchise, or loses the right to possession of the Approved

Location, or otherwise forfeits the right to do or transact business in the jurisdiction where the Pillar To Post home inspection franchise is located. However, if, through no fault of Franchisee, the Approved Location is damaged or destroyed by an event such that repairs or reconstruction cannot be completed within ninety (90) days thereafter, then Franchisee shall have sixty (60) days after such event in which to apply for Franchisor's approval to relocate the Approved Location, which approval shall not be unreasonably withheld;

15.2.6 If Franchisee is convicted of or pleads guilty or “nolo contendere” to a felony, a crime involving moral turpitude or any other crime that Franchisor believes is injurious to the Pillar To Post System, the Marks, the goodwill associated therewith, or Franchisor's interest therein, or if Franchisor has proof that Franchisee has committed such a felony, crime or offense;

15.2.7 If a threat or danger to public health or safety results from the operation of the Pillar To Post home inspection franchise;

15.2.8 If any purported assignment or transfer of any direct or indirect interest in this Agreement, in Franchisee, or in all or substantially all of the assets of the Pillar To Post home inspection franchise is made to any third party without Franchisor's prior written consent, contrary to the terms of Section 14 of this Agreement;

15.2.9 If Franchisee fails to comply with the covenants in Sections 7.3.1 and 7.3.2 of this Agreement

15.2.10 If an approved transfer is not effectuated within the time provided following death or mental incapacity, as required by Section 14.6 of this Agreement;

15.2.11 If Franchisee fails to comply with the covenants in Section 17.2 of this Agreement or fails to obtain execution of the covenants required under Sections 10.2 or 17.7 of this Agreement;

15.2.12 If, contrary to the terms of Sections 9 or 10 of this Agreement, Franchisee discloses or divulges the contents of the Manual, the Technology Platform or other confidential information provided to Franchisee by Franchisor;

15.2.13 If Franchisee knowingly maintains false books or records, or submits any false reports to Franchisor;

15.2.14 If Franchisee misuses or makes any unauthorized use of the Marks or any other identifying characteristics of the Pillar To Post System, or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein;

15.2.15 If Franchisee refuses to permit Franchisor to inspect the Approved Location, any vehicles used in operation of the Pillar To Post home inspection franchise, or the books, records, or accounts of Franchisee upon demand;

15.2.16 If Franchisee fails to comply with the provisions of Section 13.1 of this Agreement with respect to maintaining insurance coverage for the Pillar To Post home

inspection franchise and for the Franchisor. In the event that Franchisee fails to maintain the required insurance coverage by failing to remit a renewal premium on a timely basis, Franchisor shall have the option of paying the past due premium on Franchisee's behalf or terminating this Agreement. If Franchisor elects to pay the premium on Franchisee's behalf, Franchisee shall be required to reimburse Franchisor for that amount;

15.2.17 If Franchisee receives from Franchisor three (3) or more notices to cure a default or violation of this Agreement during any twelve (12) month period, whether or not the default or violation is cured after notice;

15.2.18 If Franchisee fails to comply with the provisions of Section 9 of this Agreement with respect to implementing each new or changed Technology Platform requirement; or

15.2.19 If Franchisee fails to comply with the provisions of Section 6.2 of this Agreement regarding attendance at all required conferences, meetings, training courses, seminars, and programs, including required regional training programs and the annual convention, unless excused in advance and in writing by Franchisor.

15.3 Franchisor, at its option, may operate or license other franchisees to operate Pillar To Post home inspection franchises inside of the Exclusive Territory if Franchisee fails to satisfy the minimum requirements related to Gross Revenues set forth in Section 7.5 of this Agreement without affording Franchisee any opportunity to cure the default, effective immediately upon receipt of notice by Franchisor.

15.4 If Franchisee fails, refuses, or neglects promptly to pay any monies owing to Franchisor or its affiliates when due or to submit the financial or other information required by Franchisor under this Agreement, Franchisee shall have ten (10) days after its receipt from Franchisor of a written notice of default within which to cure the default. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to Franchisee, effective immediately upon the expiration of the cure period.

15.5 Except as otherwise provided in Sections 15.1, 15.2, 15.3, and 15.4 of this Agreement, Franchisee shall have thirty (30) days after its receipt from Franchisor of a written notice of default within which to remedy any other default under this Agreement and to provide evidence thereof to Franchisor. Franchisee may avoid termination by immediately initiating a remedy to cure such default and curing it to Franchisor's satisfaction within the thirty (30) day period (or within such longer time period as Franchisor may reasonably specify), and by promptly providing proof thereof to Franchisor. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to Franchisee, effective immediately upon the expiration of the cure period. Franchisee shall be in default pursuant to this Section 15.5 for failure substantially to comply with any of the requirements imposed by this Agreement, as it may from time to time be reasonably supplemented by the Manual, or failure to carry out the terms of this Agreement in good faith. Such defaults include, but are not limited to, the following:

15.5.1 If Franchisee fails to operate the Pillar To Post home inspection franchise in strict compliance with the mandatory policies, procedures, regulations and standards prescribed by Franchisor in this Agreement, the Manual, or otherwise in writing;

15.5.2 If Franchisee fails to offer Franchisor's Plus, Premium and Prestige packages or such other packages of goods and services as established by Franchisor from time to time as required by Sections 7.3 and 7.4 hereof;

15.5.3 If Franchisee fails to promptly pay all Franchisee's expenses incurred in the operation of the Pillar To Post home inspection franchise;

15.5.4 Except as provided in Section 15.2.8 hereof, if Franchisee fails, refuses, or neglects to obtain Franchisor's prior written approval or consent as required by this Agreement;

15.5.5 If Franchisee acts, or fails to act, in any manner which is inconsistent with or contrary to its lease or sublease for the Approved Location, or in any way jeopardizes its right to renewal of such lease or sublease; or

15.5.6 If Franchisee engages in any business or markets any service or product under a name or mark which, in Franchisor's opinion, is confusingly similar to the Marks.

15.6 If Franchisee commits any action, or any other event occurs, which constitutes grounds for termination of this Agreement, Franchisor has the option, but not the obligation to: (i) reduce or modify the Territory; (ii) convert the Territory to a non-exclusive territory; (iii) suspend Franchisee's right to access the Technology Platform or any other systems used by the Pillar To Post System; (iv) suspend Franchisee's right to receive requests for inspections generated through telephone call centers, websites, or other centralized marketing platforms utilized by the Pillar To Post System; (v) suspend Franchisee's right to acquire goods and services from designated suppliers; and/or (vi) suspend Franchisee's right to operate the Pillar To Post home inspection system. Such actions will take effect immediately upon Franchisor's written notice to Franchisee. If Franchisor reduces or modifies the Territory, Franchisee may not thereafter open and operate the Pillar To Post home inspection franchise in the portion of the Territory withdrawn from Franchisee. Franchisor's election of any of these remedies will not preclude Franchisor from invoking its right to terminate this Agreement if the act or event constituting grounds for termination continues to exist.

16. OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement, all rights granted hereunder to Franchisee shall forthwith terminate, and:

16.1 Franchisee shall immediately cease to operate the Pillar To Post home inspection franchise, and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor.

16.2 Franchisee shall immediately cease to use, in any manner whatsoever, any confidential methods, procedures, and techniques associated with the Pillar To Post System; the

Marks, and all other distinctive forms, slogans, signs, domain names, symbols, and devices associated with the Pillar To Post System. Without limiting the foregoing, Franchisee shall immediately cease to use all signs, advertising materials, vehicle wraps, displays, stationery, forms, brochures, business cards, products, domain names and any other articles that display the Marks.

16.3 Franchisee shall immediately cancel any trade or fictitious name registration or similar registrations obtained by Franchisee which contain or reference any of the Marks. Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within ten (10) days after termination or expiration of this Agreement.

16.4 Franchisee shall immediately transfer or assign to Franchisor or to its designee all telephone numbers used in operation of the Pillar To Post home inspection franchise, including, but not limited to, all telephone numbers for any office lines, cell phone lines, and the Business Lines (as defined in Section 9.5 of this Agreement). At Franchisor's election, Franchisee shall transfer or assign to Franchisor or cancel and cause to be removed from further publication or display, whether print or electronic, all telephone advertisements and listings, websites, domain names, internet or social media addresses, contacts or accounts, and all other sources of advertisement and promotion used in operation of the Pillar To Post home inspection franchise. Without limiting the generality of the foregoing, Franchisee shall execute all documentation required to effectuate (i) the transfer or assignment of the telephone numbers provided herein and in Section 9.5 of this Agreement; and (ii) the transfer and assignment of the other rights and accounts provided herein and in Section 8.4 of this Agreement. Franchisee appoints Franchisor its true and lawful agent and attorney-in-fact to take such action and to execute all such documents in its name and on its behalf as may be necessary to complete these assignments and cancellations on behalf of Franchisee. Franchisee shall not use the telephone numbers, advertisements, listings, websites, domain names, internet or social media addresses, contacts or accounts, or any other sources of advertisement and promotion used in operation of the Pillar To Post home inspection franchise in connection with any other business owned, operated by or affiliated with Franchisee or its owners, or for any other purpose whatsoever.

16.5 Franchisee shall immediately make such modifications or alterations to the Approved Location and any vehicles used in operation of the Pillar To Post home inspection franchise as may be necessary to distinguish the appearance of the Approved Location and such vehicles from those used by other Pillar To Post home inspection franchises under the Pillar To Post System, and shall make such specific additional changes thereto as Franchisor may reasonably request for that purpose.

16.6 Franchisee shall immediately cease using or operating any Online Presence related to the Pillar To Post home inspection franchise or the Marks and take any action as may be required to disable such Online Presence. At Franchisor's election, Franchisee shall transfer exclusive control and access of such Online Presence to Franchisor. For purposes of this Section 16.6, "Online Presence" shall mean any website, domain name, email address, social media account, username, other online presence, or presence on any electronic medium of any kind.

16.7 In the event Franchisee continues to operate or subsequently begins to operate any other business, Franchisee shall not use any reproduction, counterfeit, copy, or colorable imitation

of the Marks, either in connection with such other business or the promotion thereof, which, in Franchisor's opinion, is likely to cause confusion, mistake, or deception, or which, in Franchisor's opinion, is likely to dilute Franchisor's rights in and to the Marks. Franchisee shall not use any designation of origin or description or representation, which, in Franchisor's opinion, falsely suggests or represents an association or connection with Franchisor.

16.8 Franchisee shall immediately pay all sums owing to Franchisor and its affiliates. In the event of termination for any default of Franchisee, such sums shall include all damages, costs, and expenses, including attorneys' fees and disbursements, incurred by Franchisor as a result of the default, which obligation shall give rise to and remain, until paid-in-full, a lien in favor of Franchisor against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by Franchisee and used in the operation of the Pillar To Post home inspection franchise at the time of default.

16.9 Franchisee shall immediately pay to Franchisor all damages, costs, and expenses, including attorneys' fees and disbursements, incurred by Franchisor subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Article 16.

16.10 Franchisee shall immediately deliver to Franchisor the Manual and all other records, correspondence, and instructions containing confidential information relating to the operation of the Pillar To Post home inspection franchise, all of which are acknowledged to be the property of Franchisor, and shall retain no copy or record of any of the foregoing.

16.11 Franchisee shall immediately discontinue any use of the Technology Platform and any information or data generated with and stored by the Technology Platform, all of which are acknowledged to be property of Franchisor. Notwithstanding the foregoing, upon request made within ninety (90) days after termination or expiration of this Agreement, Franchisor shall make available to Franchisee a complete and secure download file in pdf format of each home inspection report generated with and stored by the Technology Platform. In the event Franchisee fails to timely request such data as provided herein, Franchisee shall relinquish all right and interest in such data, and Franchisor shall have no further obligation to maintain or store such data.

16.12 Franchisee shall immediately procure, at Franchisee's expense, an extended coverage insurance policy protecting Franchisee, Franchisor, and their respective officers, directors, partners, and employees against any demand or claim with respect to any loss or expense arising from operation of the Pillar To Post home inspection franchise. Such policy shall be written by a responsible carrier acceptable to Franchisor, shall name Franchisor as an additional insured, and shall provide at least the types and minimum amounts of coverage specified in the Manual as of the date of termination or expiration. The term of the extended coverage period shall not be less than two (2) years.

16.13 Franchisor shall have the option, to be exercised within thirty (30) days after termination, to purchase from Franchisee any or all of the furnishings, equipment, signs, and fixtures related to the operation of the Pillar To Post home inspection franchise at Franchisee's depreciated book value, to purchase any or all supplies and inventory of the Pillar To Post home inspection franchise at Franchisee's cost or depreciated book value, whichever is less, and to

purchase any and all merchantable inventory of the Pillar To Post home inspection franchise bearing any of the Marks at Franchisee's cost minus twenty (20%) percent. If the parties cannot agree on the price of any such items within a reasonable time, an independent appraisal shall be conducted and the appraiser's determination shall be binding. If Franchisor elects to exercise any option to purchase herein provided, it shall have the right to set off all amounts due from Franchisee, and the cost of the appraisal, if any, against any payment therefore.

16.14 Franchisee shall comply with the covenants contained in Section 17.3 of this Agreement.

16.15 The provisions of Sections 10.1, 10.2, 16.1 through 16.15, 17.1 through 17.7, 20.3, 22, 24.1 through 24.6, and 25.1 through 25.11 of this Agreement shall survive expiration or termination of this Agreement.

17. ADDITIONAL COVENANTS

17.1 Franchisee covenants that during the term of this Agreement or any renewals thereof, except as otherwise approved in writing by Franchisor, Franchisee shall devote its full time and best efforts to the management and operation of the Pillar To Post home inspection franchise, and in recommending, promoting and encouraging patronage of all Pillar To Post home inspection franchises. If Franchisee is a corporation, limited liability company, or partnership, such Franchisee must select a shareholder with a beneficial interest of at least fifty percent (50%) of the voting shares of Franchisee, a member with a beneficial interest of at least fifty percent (50%) of the voting membership units of Franchisee, or a general partner or partners with a beneficial interest of at least fifty percent (50%) of Franchisee, acceptable to Franchisor in Franchisor's sole discretion, to devote his, her or their full time and best efforts to the Pillar To Post home inspection franchise. Such selection shall not be changed by Franchisee without the written consent of Franchisor.

17.2 Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable, specialized training and confidential information, including, but not limited to, information regarding the operation, sales, promotion, and marketing methods and techniques of Franchisor and the Pillar To Post System. Franchisee covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee, or if Franchisee is a corporation or limited liability company, then its officers, directors, shareholders, and members shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or legal entity:

17.2.1 Divert or attempt to divert any present or prospective business or customer of any Pillar To Post home inspection franchise to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the Pillar To Post System; or

17.2.2 Own, maintain, operate, engage in, be employed by, provide any assistance to, or have any interest in (as owner or otherwise) any business that offers products or services which are the same as or similar to the products and services being offered by the Pillar To Post home inspection franchise under the Pillar To Post System.

17.3 Franchisee covenants that, except as otherwise approved in writing by Franchisor, Franchisee, or if the Franchisee is a corporation or limited liability company, then its officers, directors, shareholders, and members shall not, for a continuous uninterrupted period commencing upon the expiration or termination of this Agreement (regardless of the cause for termination) and continuing for two (2) years thereafter (and in the case of any violation of this covenant, for two (2) years after the violation ceases), either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or legal entity, own, maintain, operate, engage in, be employed by, provide assistance to, or have any interest in (as owner or otherwise) any business that offers products or services which are the same as or similar to the products or services offered by the Pillar To Post home inspection franchise under the Pillar To Post System within the Exclusive Territory.

17.4 Sections 17.2.2 and 17.3 of this Agreement shall not apply to ownership by Franchisee of a less than five (5%) percent beneficial interest in the outstanding equity securities of any publicly-traded corporation which has securities registered under the Securities and Exchange Act of 1934.

17.5 Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 17.2 or 17.3 of this Agreement, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof; and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 23 hereof.

17.6 The covenants of this Section 17 shall be construed as agreements independent of any other provision in this Agreement or any other agreement by, between, among, or affecting Franchisor and Franchisee, and the existence of any claim or cause of action of Franchisee against Franchisor, whether based on this Agreement or otherwise, shall not constitute a defense to the enforcement of this Section 17. Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with the enforcement of this Section 17.

17.7 At Franchisor's request, Franchisee shall obtain and furnish to Franchisor executed covenants similar in substance to those set forth in this Section 17 (including covenants applicable upon the termination of a person's relationship with Franchisee) from any or all of the following persons: (i) all managers of Franchisee and any other personnel employed by Franchisee who have received or will receive training from Franchisor; (ii) all officers, directors, and holders of a beneficial interest of five (5%) percent or more of the securities of Franchisee, and of any corporation or limited liability company directly or indirectly controlling, controlled by, or under common control with, Franchisee, if Franchisee is a corporation or limited liability company; and (iii) the general partners and any limited partners (including any corporation or limited liability company, and the officers, directors, and holders of a beneficial interest of five percent (5%) or more of the shares or membership units of any corporation or limited liability company which controls, directly or indirectly, any general or limited partner), if Franchisee is a partnership. Every covenant required by this Section 17.7 shall be in a form approved by Franchisor, including, but not limited to, specific identification of Franchisor as a third party beneficiary of such covenants with the independent right to enforce them.

18. CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP FRANCHISEE

18.1 If Franchisee is a corporation, Franchisee shall comply with the following requirements:

18.1.1 Franchisee shall be newly organized and its charter shall at all times provide that its activities are confined exclusively to operating the Pillar To Post home inspection franchise;

18.1.2 Copies of Franchisee's Articles of Incorporation, Bylaws, unanimous shareholder agreements, and other governing documents, and any amendments thereto, including the resolution of the Board of Directors authorizing entry into this Agreement, shall be promptly furnished to Franchisor;

18.1.3 Franchisee shall maintain stop-transfer instructions on its records against the transfer of any voting securities; and each stock certificate of Franchisee shall have conspicuously endorsed upon its face a statement in a form satisfactory to Franchisor that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon assignments by this Agreement; provided, however, that the requirements of this Section 18.1.3 shall not apply to a publicly-held corporation; and

18.1.4 Franchisee shall maintain a current list of all owners of record and all beneficial owners of any class of voting securities of Franchisee and shall furnish the list to Franchisor upon request.

18.2 If Franchisee is a limited liability company, Franchisee shall comply with the following requirements:

18.2.1 Franchisee shall be newly organized and its Articles of Organization shall at all times provide that its activities are confined exclusively to operating the Pillar To Post home inspection franchise;

18.2.2 Copies of Franchisee's Articles of Organization, Operating Agreement, and other governing documents, and any amendments thereto, including the resolution of the members authorizing entry into this Agreement, shall be promptly furnished to Franchisor;

18.2.3 Franchisee shall maintain stop-transfer instructions on its records against the transfer of any voting membership units; and

18.2.4 Franchisee shall maintain a current list of all owners of record and all beneficial owners of any class of membership units of Franchisee and shall furnish the list to Franchisor upon request.

18.3 If Franchisee is a partnership, Franchisee shall comply with the following requirements:

18.3.1 Franchisee shall furnish Franchisor with a copy of its partnership agreement as well as such other documents as Franchisor may reasonably request, and any amendments thereto; and

18.3.2 Franchisee shall prepare and furnish to Franchisor, upon request, at any time, a list of all general and limited partners in Franchisee.

19. TAXES, PERMITS, AND INDEBTEDNESS

19.1 Franchisee shall promptly pay when due all taxes levied or assessed, including, but not limited to, unemployment and sales taxes, and all accounts and other indebtedness of every kind incurred by Franchisee in the operation of the Pillar To Post home inspection franchise. Franchisee shall pay to Franchisor an amount equal to any sales tax, gross receipts tax, use tax, or similar tax (other than income tax) imposed on Franchisor with respect to any payments to Franchisor required under this Agreement.

19.2 In the event of any bona fide dispute as to Franchisee's liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law, but in no event shall Franchisee permit a tax sale or seizure by levy or execution or similar writ or warrant, or attachment by a creditor, to occur against the Approved Location, any improvements thereon, or any assets of Franchisee.

19.3 Franchisee shall comply with all federal, state, municipal and local laws, rules, and regulations, and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Pillar To Post home inspection franchise, including, but not limited to, professional licenses, licenses to do business, trade or fictitious name registrations, and sales tax permits.

19.4 Franchisee shall immediately notify Franchisor in writing of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of the Pillar To Post home inspection franchise.

20. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

20.1 It is understood and agreed by the parties that this Agreement does not create a fiduciary relationship between them, that Franchisee shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of the other for any purpose whatsoever.

20.2 During the term of this Agreement, Franchisee shall hold itself out to the public as an independent contractor operating the Pillar To Post home inspection franchise pursuant to a franchise agreement from Franchisor. Franchisee agrees to take such action as may be necessary to do so, including, but not limited to, exhibiting a notice of that fact in a conspicuous place at the Approved Location or in materials used by Franchisee, the content of which Franchisor reserves the right to specify.

20.3 Nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name; and Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall Franchisor be liable by reason of any act or omission of Franchisee in its operation of the business franchised hereunder or for any claim or judgment arising therefrom against Franchisee or Franchisor. Franchisee shall indemnify and hold Franchisor, and Franchisor's officers, directors, and employees harmless against any and all claims, losses, costs, expenses, liabilities, and damages arising directly or indirectly from, as a result of, or in connection with Franchisee's operation of the Pillar To Post home inspection franchise, as well as the costs, including attorneys' fees, of defending against them.

21. APPROVALS AND WAIVERS

21.1 Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor therefore and, unless specifically provided otherwise herein, such approval or consent by Franchisor must be obtained in writing.

21.2 Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefore.

21.3 No failure of Franchisor to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand strict compliance with any of the terms hereof. Waiver by Franchisor of any particular default of Franchisee shall not affect or impair Franchisor's rights with respect to any subsequent default of the same, similar, or different nature; nor shall any delay, forbearance, or omission of Franchisor to exercise any power or right arising out of any breach or default by Franchisee of any of the terms, provisions, or covenants hereof affect or impair Franchisor's right to exercise the same, nor shall such constitute a waiver by Franchisor of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by Franchisor of any payments due to it hereunder, in whole or in part, shall not be deemed to be a waiver by Franchisor of a preceding breach by Franchisee of any terms, covenants, or conditions of this Agreement. Franchisor may, in its sole discretion, waive or modify any obligation of other franchisees under agreements similar to this Agreement, and no such waiver or modification shall obligate Franchisor to grant a similar waiver or modification to Franchisee.

22. NOTICES

Any and all notices required or permitted under this Agreement (except for notices by Franchisor to Franchisee that apply to the entire System) shall be in writing and shall be personally delivered, sent by registered mail, sent by overnight delivery or sent by other means which affords the sender evidence of delivery or attempted delivery to the respective parties at the following addresses, unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor:

PILLAR TO POST, INC.
14502 N. Dale Mabry Highway
Suite 200
Tampa, Florida 33618
Attn: Chief Executive Officer

Notices to Franchisee:

Any notice by a means which affords the sender evidence of delivery or attempted delivery shall be deemed to have been given and received at the date and time of receipt or attempted delivery, provided, however, if delivery or attempted delivery is on a holiday or weekend, delivery shall be deemed to have been given and received on the next business day.

Franchisor may provide notices to Franchisee under this Agreement using any communication means regularly used by Franchisor for systemwide communications if the subject of the notice equally applies to all Pillar To Post franchisees in the System.

23. ENTIRE AGREEMENT

This Agreement, the preambles and exhibits to this Agreement, if any, and the documents referred to herein constitute the entire Agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersede any prior written or oral agreements or representations. Nothing in this or in any related agreement is intended to disclaim the representations made in the franchise disclosure document that was furnished by Franchisor to Franchisee. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

24. SEVERABILITY AND CONSTRUCTION

24.1 If, for any reason, any section, part, term, provision, and/or covenant herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such determination shall not impair the operation of, or have any other effect upon, any other portions, sections, parts, terms, provisions, and/or covenants of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, provisions, and/or covenants shall be deemed not to be a part of this Agreement.

24.2 Any provision or covenant of this Agreement, which expressly or by its nature imposes obligations beyond the expiration or termination of this Agreement survive such expiration or termination.

Initial _____

24.3 Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisee, Franchisor, their respective officers, directors, and employees, and any of Franchisor's successors and assigns as may be contemplated by Section 14 of this Agreement any rights or remedies under or by reason of this Agreement.

24.4 Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, or that may result from striking from any of the provisions hereof any portion or portions which a court or agency having valid jurisdiction may hold to be unreasonable and unenforceable in an unappealed final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court or agency order.

24.5 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

24.6 The headings and captions contained herein are for the purpose of convenience and reference only and are not to be construed as a part of this Agreement. All terms and words used herein shall be construed to include the number and gender as the context of this Agreement may require. Unless specifically referenced otherwise, the parties agree that each section of this Agreement shall be construed independently of any other section or provision of this Agreement.

25. **DISPUTE RESOLUTION AND APPLICABLE LAW**

25.1 Except as otherwise provided in this Agreement, the parties agree that all controversies, claims or disputes between Franchisor and Franchisee of whatever kind or nature, whether arising out of or relating to the negotiation, performance or breach of this or any other agreement or otherwise, shall be submitted to and resolved by arbitration before a sole arbitrator and such arbitration shall be administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules, except the parties shall be entitled to limited discovery, including depositions. The parties acknowledge that the arbitrators’ subpoena power is not subject to geographical limitations. The arbitrator shall have the right to award the relief that he or she deems proper, consistent with the terms of this Agreement, including compensatory damages (with interest on unpaid amounts from date due), specific performance, injunctive relief, attorneys’ fees and costs. This provision encompasses all causes of action, whether nominally a “claim”, “counterclaim” or “cross-claim”, and whether arising under common law or any state or federal statute. Nothing herein shall limit Franchisor’s rights or remedies in connection with any action in any court of competent jurisdiction for injunctive or other provisional relief that Franchisor deems necessary or appropriate to compel Franchisee to comply with Franchisee’s obligations under this Agreement or to protect the Marks. The arbitration proceedings, including, without limitation, all conferences, preliminary hearings and dispositive hearings, shall be conducted in Tampa, Florida. The award and decision of the arbitrator shall be conclusive and binding on all parties. Judgment upon the arbitration award, including, without limitation, any interim award for interim relief, may be entered in any court with jurisdiction thereof. This arbitration provision shall be self-executing.

If a party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party regardless of such failure to appear.

25.2 The Federal Arbitration Act and related federal judicial procedure shall govern this contract to the fullest extent possible, excluding all state arbitration law, irrespective of the location of the arbitration proceedings, the nature of the disputes between the parties or the nature of the court in which any related judicial proceedings may be brought. Except as provided in the preceding sentence respecting arbitration law, the resolution of all disputes between the parties hereunder, whether in tort and regardless of the place of injury or the place of the alleged wrongdoing or whether arising out of or related to the parties' contractual relationship, shall be governed by the laws of the State of Florida, without regard to choice of law principles.

25.3 No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

25.4 FRANCHISOR AND FRANCHISEE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING. Any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisee and Franchisor, or Franchisee's operation of the Pillar To Post home inspection franchise, brought by any party hereto against the other, except for claims for payment of financial obligations of Franchisee, shall be commenced within one (1) year from the discovery of the facts giving rise to such claim or action, or such claim or action shall be barred.

25.5 FRANCHISOR AND FRANCHISEE HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR PUNITIVE, MULTIPLE, EXEMPLARY AND/OR CONSEQUENTIAL DAMAGES, EXCEPT THAT FRANCHISOR SHALL BE FREE AT ANY TIME HEREUNDER TO BRING AN ACTION FOR WILLFUL TRADEMARK INFRINGEMENT AND, IF SUCCESSFUL, TO RECEIVE AN AWARD OF MULTIPLE DAMAGES AS PROVIDED BY LAW.

25.6 FRANCHISOR AND FRANCHISEE EXPRESSLY AGREE THAT NO PARTY BOUND BY THIS AGREEMENT MAY RECOVER DAMAGES FOR ECONOMIC LOSS ATTRIBUTABLE TO NEGLIGENT ACTS OR OMISSIONS EXCEPT FOR CONDUCT WHICH IS DETERMINED TO CONSTITUTE GROSS NEGLIGENCE OR ANY INTENTIONAL WRONG.

25.7 FRANCHISOR AND FRANCHISEE EXPRESSLY AGREE THAT IN THE EVENT OF ANY FINAL ADJUDICATION OR APPLICABLE ENACTMENT OF LAW THAT PUNITIVE, MULTIPLE AND/OR EXEMPLARY DAMAGES MAY NOT BE WAIVED, ANY RECOVERY BY ANY PARTY IN ANY FORUM SHALL NEVER EXCEED TWO (2) TIMES ACTUAL DAMAGES, except for an award of multiple damages to Franchisor for willful trademark infringement, as provided by law.

25.8 Nothing herein contained shall bar Franchisor's right to obtain injunctive relief in a court of competent jurisdiction against threatened conduct that shall cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining specific performance, restraining orders, and preliminary injunctions; and Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining such relief.

25.9 This Agreement shall be deemed to have been made in, and shall be interpreted, construed and governed by the laws of, the State of Florida. Franchisee acknowledges that this Agreement is to be performed in part through services rendered to Franchisee in Florida.

25.10 NO PARTY SHALL INITIATE OR PARTICIPATE IN ANY CLASS ACTION LITIGATION CLAIM AGAINST ANY OTHER PARTY BOUND HEREBY.

25.11 The provisions of this Section 25 shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement, however effected.

26. FORCE MAJEURE

26.1 Franchisor shall not be liable to Franchisee, or be deemed to be in default of this Agreement, for any delay or failure of delivery of any products or services supplied by Franchisor to Franchisee resulting from any cause beyond Franchisor's reasonable control, including, but not limited to, weather conditions, acts of God, laws, regulations, or government orders, labor disputes, shortages of materials, or war, acts of terrorism, or civil unrest.

27. ACKNOWLEDGEMENTS

27.1 Franchisee acknowledges that it has conducted an independent investigation of the business franchised hereunder, and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of Franchisee (or, if Franchisee is a corporation, limited liability company, or partnership, the ability of its principals) as an independent business person. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

27.2 Franchisee acknowledges that Franchisor or its agent has provided Franchisee with a Franchise Disclosure Document fourteen (14) calendar days before the execution of this Agreement, or fourteen (14) calendar days before any payment of any consideration. Franchisee further acknowledges that Franchisee has read such Franchise Disclosure Document and understands its content.

27.3 Franchisee acknowledges that it received a complete copy of this Agreement, the exhibits hereto, and agreements relating thereto, if any, prior to the date on which this Agreement was executed.

27.4 Franchisee acknowledges that it has read and understands this Agreement, the exhibits hereto, and agreements relating thereto, if any, and that Franchisor has accorded

Franchisee ample time and opportunity to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Agreement.

28. TIME OF ESSENCE

28.1 Time shall be of the essence for all purposes of this Franchise Agreement.

INTENDING TO BE LEGALLY BOUND, the parties hereto have duly executed this Agreement on the date first above written.

FRANCHISEE

By: _____
Print Name: _____
Its: _____

PILLAR TO POST, INC.
FRANCHISOR

By: _____
Print Name: _____
Its: _____

Initial _____

Exhibit A

TERRITORY

Initial _____

EXHIBIT G-1

GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGEMENT

GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGEMENT

As an inducement to PILLAR TO POST, INC. ("Franchisor") to execute the Franchise Agreement between Franchisor and _____ ("Franchisee") dated _____, 20__ (the "Agreement"), each of the undersigned, jointly and severally, hereby unconditionally guarantees to Franchisor and its successors and assigns that the Franchisee named herein will perform during the term of this Agreement each and every covenant, payment, agreement, undertaking and obligation on the part of Franchisee contained and set forth in this Agreement.

Upon demand by Franchisor, the undersigned will immediately make each payment required of Franchisee under the Agreement. The undersigned hereby waive any right to require Franchisor to: (a) proceed against Franchisee for any payment required under the Agreement; (b) proceed against or exhaust any security from Franchisee; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee. Without affecting the obligations of the undersigned under this Guarantee, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee. The undersigned waive notice of amendment of the Agreement and notice of demand for payment by Franchisor, and agree to be bound by any and all such amendments and changes to the Agreement.

The undersigned hereby agree to defend, indemnify, and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, reasonable costs of investigation, court costs, fees, and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Agreement, any amendment thereto, or any other agreement executed by Franchisee referred to therein.

The undersigned hereby acknowledge and agree to be personally and individually bound by all of the covenants and non-disclosure provisions contained in Sections 10 and 17 of the Agreement to the same extent as and for the same period of time as Franchisee is required to comply with and abide by such covenants and provisions, except to the extent otherwise required by the Agreement. These obligations of the undersigned shall survive any expiration or termination of the Franchise Agreement or this Guarantee.

This Guarantee shall terminate upon the termination or expiration of the Agreement, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Agreement shall remain in force according to their terms. Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement, and shall be interpreted and construed in accordance with Section 24 of the Agreement. This Guarantee shall be interpreted and construed under the laws of the State of

Initial _____

Florida, without regard to any conflict of law statute or doctrine applicable in the State of Florida.

Any and all notices required or permitted under this Guarantee shall be in writing and shall be personally delivered, sent by registered mail, or sent by other means which afford the sender evidence of delivery or attempted delivery, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor:

PILLAR TO POST, INC.
14502 N. Dale Mabry Highway Suite
200
Tampa, Florida 33618
Attn: Chief Executive Officer

Notices to Guarantor(s):

If more than one person has executed the Guarantee, the term "the undersigned," as used herein shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary.

Any notice by a method that affords the sender evidence of delivery or attempted delivery shall be deemed to have been given at the date and time of receipt or attempted delivery.

INTENDING TO BE LEGALLY BOUND, each of the undersigned has signed this Guarantee as of this ____ day of _____, 20__.

Individual, Guarantor

Individual, Guarantor

Initial _____

EXHIBIT G-2

FRIENDSHIP AGREEMENT

**PILLAR TO POST® FRIENDSHIP AGREEMENT FOR
NEIGHBORING FRANCHISE TERRITORIES**

A Pillar To Post® Franchisee may enter another Pillar To Post® Franchisee's Territory only in the event that the Franchisee is specifically asked by, petitioned by, or solicited by persons (Realtors, Bankers, Insurance Agents, Lawyers and Relocation Agencies) in the first Franchisee's Territory to perform an Inspection in the other Franchisee's Territory.

No Pillar To Post® Franchisee may actively solicit clients outside his/her/its Territory or in another Pillar To Post® Franchisee's Territory, e.g., a Franchisee's direct mail advertising campaign letters may only be sent to those areas in the Franchisee's Territory.

Print or other media advertising by the Pillar To Post® Franchisee must clearly designate the Franchisee's Territory, and must list the address that is authorized by Pillar To Post within the Territory for marketing purposes.

Franchisee

Date

Initial _____

EXHIBIT G-3

GOOD NEIGHBOR AGREEMENT

Initial _____



Good Neighbor Agreement

Introduction

Pillar to Post operates in an environment where multiple franchisees operate in a shared market territory. There are many advantages for each owner and the Brand in having multiple franchisees working in the same market including accelerating the success of every individual franchisee and growing our brand toward market dominance. We have coined the term, “co-opetition” for this reason which focuses on co-operation amongst all franchisees while recognizing that all franchisees are operating in the common marketplace. While each franchise owner is working to build their own business to their target level of success, operating in cooperation with fellow franchisees greatly increases the opportunities for individual success and strengthens our brand position in the market against competitors.

Purpose & Outcome of Good Neighbor Agreement

Purpose of Good Neighbor Agreement is to:

- a. bring clarity to expectations for behavior, communication and collaboration amongst franchise owners operating in a common market territory.
- b. create a means to address discord

Outcome of Good Neighbor Agreement is to:

- a. To promote good neighbor relations amongst franchisees
- b. To leverage opportunities for all franchisees operating in common market
- c. To accelerate individual franchisee business growth and success
- d. To drive brand market awareness and growth of PTP market share

Good Neighbor Agreement

1. Treat your fellow Pillar To Post franchisees the way you would like to be treated.
 - a. Use this guidance in all you think, say and do
2. Always speak of and refer to other franchisees and our Brand positively.
 - a. We should do this with all competition but even more so with our fellow franchisees.
 - b. Take every opportunity to build your fellow franchisees up.
 - c. Do not disparage another franchisee or our Brand.
3. Honor existing relationships between fellow franchisees and referring agents.
 - a. When marketing and are told they use another franchisee, speak positively and encourage them to stay with them. Simply offer to be their second choice.

Initial _____



Good Neighbor Agreement

- b. When someone calls to book an inspection and asks for your fellow franchisee, give them their contact information and explain as needed.
 - c. When one franchisee has established a paid marketing relationship with a real estate office, honor that relationship. Contact that franchisee to discuss opportunities to work together.
4. Coordinate sales and marketing efforts to best serve your referring agents, customers and our Brand.
- a. Work together to market in offices in the most effective manner.
 - i. Coordinate brochure displays.
 - ii. Sponsor events together rather than one after another.
 - iii. Show the strength of our Brand to help you stand out in a field of individual inspectors.
 - b. As opportunities arise at the Board of Realtors or brand level in your market, share these opportunities with all. Work together to minimize costs and maximize exposure.
5. Communicate with your neighboring franchisees regularly.
- a. Call and meet with your fellow franchisees regularly.
 - b. If faced with a complaint or concern about a fellow franchisee, speak with them directly to help resolve any issues.
 - c. When opportunities arise, speak with fellow franchisees to optimize opportunities.
 - d. When issues arise, speak with fellow franchisees to resolve those issues.

Operate with Our Vision and Values as Guidance

Our Vision

To be the most trusted brand recognized for our personal integrity, our technical excellence and unmatched customer experience.

1. Respect the individual
2. Have pride in what we do
3. Deliver what we promise
4. Practice continuous improvement

Our Values

I agree to abide by and promote the Pillar To Post Good Neighbor Agreement.

Franchisee Signature

Date

Initial _____

EXHIBIT G-4

GENERAL RELEASE

GENERAL RELEASE

RELEASOR: _____

RELEASEE: **PILLAR TO POST, INC.**

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (collectively, "Releasors") do hereby release, remise and forever discharge Pillar To Post, Inc. and its predecessors in interest, successors and assigns, affiliated corporations, officers, directors, agents, employees and representatives, past and present (collectively, "Releasees"), of and from all claims, demands, causes of action, suits, debts, dues, duties, sums of money, accounts, reckonings, covenants, contracts, agreements, promises, damages, judgments, extents, executions, liabilities and obligations, both contingent and fixed, known and unknown, of every kind and nature whatsoever in law or equity, or otherwise, which Releasors, individually or collectively, or their predecessors in interest, heirs, executors, successors or assigns ever had, now or may have, for, upon, or by reason of, any matter, cause, or thing whatsoever, from the beginning of the world to the date of this release, including, but not limited to, all claims, demands, causes of action, suits, debts, dues, duties, sums of money, accounts, reckonings, covenants, contracts, agreements, promises, damages, judgments, extents, executions, liabilities and obligations arising from or related to the Franchise Agreement dated _____ between Pillar To Post, Inc. and _____.

IN WITNESS WHEREOF, I have executed this release this _____ day of _____, 20__.

"Releasors"

By: _____

Print Name: _____

Its: _____

Initial _____

EXHIBIT G-5

CONFIDENTIALITY/NON-COMPETITION AGREEMENT

CONFIDENTIALITY/ NON-COMPETITION AGREEMENT

THIS AGREEMENT is made and entered into on the date set forth below for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by and between **(Name of Franchisee)** (hereinafter the "Pillar To Post® Franchisee") and _____ of _____ (hereinafter "Recipient"). The parties hereby agree as follows:

Recipient acknowledges and agrees that Recipient is receiving good and valuable consideration in exchange for entering into this Agreement in the form of his/her employment or association with the Pillar To Post® Franchisee or his/her continued employment and/or association with the Pillar To Post® Franchisee. Recipient also acknowledges and agrees that the Pillar To Post® Franchisee is an independently owned and operated franchise business within the Pillar To Post franchise system. Recipient also acknowledges and agrees that as part of Recipient's employment or association with the Pillar To Post® Franchisee, Pillar To Post, Inc. and the Pillar To Post® Franchisee will disclose certain of their confidential and proprietary information, and Recipient acknowledges that Recipient will receive valuable confidential and proprietary information, including without limitation, information regarding the operation, sales, promotional, and marketing methods of Pillar To Post, Inc., the Pillar To Post® Franchisee, and the Pillar To Post® franchise system. Finally, Recipient and the Pillar To Post® Franchisee acknowledge and agree that Pillar to Post, Inc. is an intended, third party beneficiary of this Agreement and, therefore, may take independent action to enforce the provisions contained herein.

Based on the foregoing, Recipient agrees that for a continuous uninterrupted period commencing upon the expiration or termination of Recipient's association (whether as officer, director, shareholder, partner, part-owner, manager, employee, independent contractor, agent, or other relationship) with the Pillar To Post® Franchisee and continuing for two (2) years thereafter, Recipient shall not, within the geographical territory of the Pillar To Post Franchisee identified in Exhibit "A" attached hereto and incorporated herein by reference (the "Territory") and within a twenty (20) mile radius of the Territory:

a. either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or legal entity, own, maintain, operate, engage in, be employed by, provide assistance to, or have any interest in (as owner or otherwise) any business that offers products or services which are the same or similar to the products and services offered by the Pillar To Post® Franchisee,

b. contact or attempt to contact, any present or prospective business, referral source, or customer of the Pillar To Post® Franchisee; or divert, or attempt to divert, such present or prospective business, referral source, or customer of the Pillar To Post® Franchisee to any competitor, by direct or indirect inducement or otherwise; or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Pillar To Post® Franchisee, Pillar To Post, Inc. or the Pillar To Post® franchise system, or

Initial _____

c. solicit, or attempt to solicit, or hire, or attempt to hire, any employee, independent contractor, or agent of the Pillar To Post® Franchisee or otherwise encourage any employee, independent contractor, or agent of the Pillar To Post® Franchisee to leave its employ.

Recipient also agrees that it shall keep all confidential and proprietary information of Pillar To Post, Inc. and the Pillar To Post® Franchisee secret and confidential. Recipient agrees that, during the time period in which he/she is employed or associated with the Pillar To Post® Franchisee and thereafter, Recipient shall not:

- a. copy, duplicate, record, or otherwise reproduce the confidential or proprietary information of the Pillar To Post® Franchisee or Pillar to Post, Inc., in whole or in part, or otherwise make the same available to any unauthorized person, or
- b. communicate, divulge, or use for the benefit of any other person, partnership, association, or corporation any confidential or proprietary documents, information, knowledge, or know-how concerning the methods of operation of Pillar To Post, Inc. or the Pillar To Post® Franchisee.

This Agreement shall be governed and construed in accordance with the laws of **(Franchisee's State)** and Recipient consents to the exclusive jurisdiction of the courts located there for any dispute arising out of this Agreement. Recipient agrees that in the event of any breach or threatened breach by Recipient, the Pillar To Post® Franchisee and/or Pillar To Post, Inc. may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect the Pillar To Post® Franchisee and/or Pillar To Post, Inc. against any such breach or threatened breach.

Having read and understood this Agreement, it is the parties' desire and intent that the provisions hereof be enforced to the fullest extent permissible. Accordingly, if any part of this Agreement is adjudicated to be invalid or unenforceable, then such part shall be deemed amended to delete that portion thus adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of such paragraph. Further, to the extent any provision of such paragraph is deemed to be unenforceable by virtue of its scope, but may be made enforceable by limitation, the parties agree that the same shall, nevertheless, be enforceable to the fullest extent permissible.

INTENDING TO BE LEGALLY BOUND, each of the undersigned has signed this Agreement on the date set forth below:

Date: _____

Pillar To Post® Franchisee

Signature of Recipient

Signature of Franchise Owner

Typed or Printed Name of Recipient

Initial _____

EXHIBIT H

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws.

California

Department of Financial Protection and Innovation

Los Angeles:
320 West 4th Street, Suite 750
Los Angeles, California 90013
(866) 275-2677

Sacramento:
2101 Arena Boulevard
Sacramento, California 95834
(916) 445-7205 or (866) 275-2677

San Diego:
1455 Frazee Road, Suite 315
San Diego, California 92108
(619) 252-4044 or (866) 275-2677

San Francisco:
One Sansome Street, Suite 600
San Francisco, California 94104
(415) 557-3787 or (866) 275-2677

Hawaii

Hawaii Commissioner of Securities
Department of Commerce and Consumer Affairs
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

Illinois

Franchise Division
Office of the Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

Indiana

Franchise Section
Indiana Securities Division
Secretary of State
Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-0735

Maryland

Maryland Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202
(410) 576-7044

Michigan

Consumer Protection Division
Michigan Department of Attorney General
670 Law Building
Lansing, Michigan 48913
(517) 272-7177

Minnesota

Minnesota Department of Commerce
Commissioner of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101

New York

NYS Department of Law
Investor Protection Bureau
28 Liberty St. 21st Floor
New York, New York 10005
(212) 416-8222

North Dakota

Securities Commissioner
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol Fifth Floor, Dept. 414
Bismarck, North Dakota 58505
(701) 378-4387

Oregon

Department of Insurance and Finance
Corporate Securities Section
Labor and Industries Building
Salem, Oregon 97310
(401) 462-9588

Rhode Island

Department of Business Regulation
Securities Division
John O. Pastore Complex
1511 Pontiac Avenue, Building 69-1
Cranston, Rhode Island 02920
(401) 462-9588

South Dakota

Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501

Virginia

State Corporation Commission
Division of Securities and Retail
Franchising
1300 East Main Street, 1st Floor
Richmond, Virginia
(804) 371-9733

Washington

Department of Financial Institutions
Securities Administrator
150 Israel Rd SW
Tumwater, Washington 98501
(360) 902-8736

Wisconsin

Securities and Franchise Registration
Wisconsin Securities Commission
P.O. Box 1768
Madison, Wisconsin 53701
(608) 266-8559

AGENTS FOR SERVICE OF PROCESS

California

Commissioner
Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013

Hawaii

Hawaii Commissioner of Securities
Department of Commerce and Consumer Affairs
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

Illinois

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

Indiana

Administrative Office of the
Secretary of State
201 State House
Indianapolis, Indiana 46204

Maryland

Maryland Securities Commissioner
200 Saint Paul Place
20th Floor
Baltimore, Maryland 21202-2020

Minnesota

Minnesota Department of Commerce
Commissioner of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101

New York

New York Secretary of State
99 Washington Avenue
Albany, New York 12231
(518) 473-2492

Rhode Island

Department of Business Regulation
Securities Division
John O. Pastore Complex
1511 Pontiac Avenue, Building 69-1
Cranston, Rhode Island 02920

South Dakota

Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

Virginia

Clerk of the State Corporation
Commission
1300 East Main Street
Ninth Floor
Richmond, Virginia 23209

Washington

Dept. of Financial Institutions
Securities Administrator
150 Israel RD SW
Tumwater, Washington 98501

Wisconsin

Commissioner of Securities
Wisconsin Commission
P.O. Box 1765
Madison, Wisconsin 53701

Our Agent for Service of Process for all other states is as follows:

Sivyer Barlow Watson & Haughey, P.A.

Attn: Paul D. Watson, Esq.

401 E. Jackson Street, Suite 2225

Tampa, Florida 33602

EXHIBIT I

DISCLOSURE ADDENDA FOR REGISTRATION STATES

**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA**

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.

No person named in Item 2 of the Franchise Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. §78a, et seq., suspending or expelling such persons from membership in such association or exchange.

The California Business and Professions Code Section 20000-20043 provide rights to the Franchisee concerning termination, transfer or non-renewal for a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

Before the franchisor can ask you to materially modify your existing franchise agreement, Section 31125 of the California Corporations Code requires the franchisor to file a material modification application with the Department that includes a disclosure document showing the existing terms and the proposed new terms of your franchise agreement. Once the application is registered, the franchisor must provide you with that disclosure document with an explanation that the changes are voluntary.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101, *et seq.*).

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement requires binding arbitration. The arbitration will occur in Tampa, Florida. This provision may not be enforceable in California. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The Franchise Agreement contains a provision requiring you to waive your right to punitive or exemplary damages against the franchisor or any of its representatives, limiting your recovery to actual damages. Under California Corporation Code Section 31512, these provisions are not enforceable in California for any claims you may have under the California Franchise Investment Law.

The Franchise Agreement requires application of the laws of the State of Florida. This provision may not be enforceable under California law.

You must sign a general release if you renew or transfer your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

No statements, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

We use <http://www.pillartopost.com> as our website. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www.dfpi.ca.gov.

**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF FLORIDA**

The State of Florida has not reviewed and does not approve, recommend, endorse, or sponsor any business opportunity. The information contained in this Disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF HAWAII**

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process:

Hawaii Commissioner of Securities
Department of Commerce and Consumer Affairs
335 Merchant Street, Room 203
Honolulu, Hawaii 96810

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS**

Notwithstanding anything to the contrary in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Illinois.

Illinois law governs the Franchise Agreement(s).

In conformance of Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF INDIANA**

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supercede and apply to all Franchises offered and sold in the State of Indiana:

1. The first risk factor on the cover page does not apply. Indiana franchise laws apply notwithstanding the risk factor on the cover page.

2. The summary column of Item 17(c) is modified by the addition of the following language after the word “release”:

(for claims other than those arising under Indiana Deceptive Franchise Practice Act)

3. Item 17(r) may not be enforceable under the Indiana franchise laws.

4. Item 17(v) is not enforceable under the Indiana franchise laws.

5. With respect to Item 17(w), Indiana franchise laws apply even though Florida law applies generally.

**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MARYLAND**

Notwithstanding anything to the contrary in the Franchise Disclosure Document, the following provisions shall supercede and apply to all franchises offered and sold in the State of Maryland:

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C. § 101, *et seq.*).

The general release required as a condition of renewal and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Any clause(s) referencing choice of forum is not applicable to claims arising under the Maryland Franchise Registration and Disclosure Law.

Any clause(s) referencing choice of law of any state other than Maryland is not applicable.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of any liability are not intended nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MICHIGAN**

THIS ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT REFLECTS CERTAIN REQUIREMENTS OF THE STATE OF MICHIGAN. IT IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE FEDERAL TRADE COMMISSION, AND SHOULD BE REVIEWED IN CONJUNCTION WITH THE FRANCHISE DISCLOSURE DOCUMENT, OF WHICH THIS IS MADE A PART.

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- a. A prohibition on the right of a franchisee to join an association of franchisees.
- b. A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement from settling any and all claims.
- c. A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than thirty days, to cure such failure.
- d. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishing not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than five years, and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logo type, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six months advanced notice of franchisor's intent not to renew the franchise.
- e. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

- f. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside the state.
- g. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but not be limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- h. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).
- i. A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this Notice should be directed to:

State of Michigan
Department of Attorney General
Consumer Protection Agency
Attn: Franchise
670 Law Building

525 W. Ottawa Street
Lansing, Michigan 48913
Telephone No.: (517) 373-7117

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA**

Minnesota Statute, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the Franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the Franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

Minnesota Rules 2860.4400(D) prohibits the Franchisor from requiring the Franchisee to assent to a general release.

Minnesota Rules 2860.4400J prohibits the franchisor from requiring the franchisee to consent to entry of injunctive relief. The franchisor may seek injunctive relief and the court will determine if a bond is required.

Minnesota Statutes, Section 80C.17, Subd. 5 provides that no action may be commenced pursuant to the Minnesota Franchise Act more than three years after the cause of action accrues. The franchisor is prohibited from limiting claims in violation of this section.

**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF NEW YORK**

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities,

antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled **“Requirements for franchisee to renew or extend,”** and Item 17(m), entitled **“Conditions for franchisor approval of transfer”**:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled **“Termination by franchisee”**: You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled **“Choice of forum”**, and Item 17(w), titled **“Choice of law”**:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF NORTH DAKOTA**

**REGISTRATION OF THIS FRANCHISE WITH THE STATE DOES NOT
CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE
COMMISSIONER.**

**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF RHODE ISLAND**

The following paragraph is added to Item 17:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state is void with respect to a claim otherwise enforceable under this Act.”

**REGISTRATION OF THIS FRANCHISE WITH THE STATE DOES NOT
CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE
COMMISSIONER.**

**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF SOUTH DAKOTA**

**REGISTRATION OF THIS FRANCHISE WITH THE STATE DOES NOT
CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE
COMMISSIONER.**

**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF VIRGINIA**

**REGISTRATION OF THIS FRANCHISE WITH THE STATE OF VIRGINIA
DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT
BY THE COMMISSIONER.**

Additional Disclosure: The following statements are added to Item 17.h.

Pursuant to section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF WASHINGTON

We supplement Item 3 of the Franchise Disclosure Document to include:

In re: Franchise No Poaching Provisions (Pillar To Post, Inc.), Case No. 19-2-26769-1 SEA, State of Washington, King County Superior Court. In August 2019, the Attorney General of Washington initiated an investigation of us relating to “no-poach” language in our franchise agreements that restricted a franchisee’s ability to solicit or hire workers from another competing franchisee or corporate-owned unit. On October 11, 2019, Pillar To Post, Inc.’s Assurance of Discontinuance (“AOD”) was approved by the court, pursuant to which we agreed to (i) no longer include no-poach provisions in any future franchise agreements and (ii) no longer enforce no-poach provisions in any existing franchise agreements. The no-poach provision addressed in the AOD is a standard provision in many franchise agreements, and the Washington Attorney General has entered into AOD’s with over 200 franchisors.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against

an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF WISCONSIN**

REGISTRATION OF THIS FRANCHISE IN WISCONSIN DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT.

The conditions under which the Franchise Agreement can be terminated or not renewed may be effected by the Wisconsin Fair Dealership Law, Wisconsin Statutes 1981-82, Title XIV-A, Chapter 135.

EXHIBIT J

AGREEMENT ADDENDA/RIDERS FOR CERTAIN REGISTRATION STATES

**ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF CALIFORNIA**

This Addendum to the Franchise Agreement dated _____, 20__ is agreed to this ____ day of _____, 20__, between Pillar To Post, Inc. (“Franchisor”) and _____ (“Franchisee”). The Franchise Agreement shall be modified to provide as follows:

1. No statements, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise

INTENDING TO BE LEGALLY BOUND, the parties hereto have duly executed this Agreement on the date first above written.

FRANCHISEE

By: _____
Name: _____
Title: _____

PILLAR TO POST, INC.
FRANCHISOR

By: _____
Signature of Corporate Officer

**ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS**

This Addendum to the Franchise Agreement dated _____, 20__ is agreed to this ____ day of _____, 20__, between Pillar To Post, Inc. (“Franchisor”) and _____ (“Franchisee”). In recognition of the requirements of the Illinois Franchise Disclosure Act and the rules and regulations promulgated thereunder, the Franchise Agreement shall be modified as follows:

1. Background. Franchisor and Franchisee are parties to that certain Franchise Agreement entered concurrently herewith. This Addendum is annexed to and forms part of the Franchise Agreement. This Addendum is being executed because the Franchised Business to be operated by Franchisee pursuant to the Franchise Agreement will be located in the State of Illinois and/or because Franchisee is a resident of the state of Illinois. This Addendum shall be of no force and effect unless the jurisdictional requirements of the Illinois Franchise Disclosure Act and any regulation thereunder are met independently without reference to this Addendum.

2. Governing Law. Illinois law shall govern the Franchise Agreement(s).

3. Waiver. The following language is added to the end of Section 25.4 of the Franchise Agreement:

“In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.”

INTENDING TO BE LEGALLY BOUND, the parties hereto have duly executed this Agreement on the date first above written.

FRANCHISEE

By: _____
Name: _____
Title: _____

PILLAR TO POST, INC.
FRANCHISOR

By: _____
Signature of Corporate Officer

**ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF MARYLAND**

This Addendum to the Franchise Agreement dated _____, 20__ is agreed to this ____ day of _____, 20__, between Pillar To Post, Inc. (“Franchisor”) and _____ (“Franchisee”). In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law and the rules and regulations promulgated thereunder, the Franchise Agreement shall be modified as follows:

1. Background. Franchisor and Franchisee are parties to that certain Franchise Agreement entered concurrently herewith. This Addendum is annexed to and forms part of the Franchise Agreement. This Addendum is being executed because the Franchised Business to be operated by Franchisee pursuant to the Franchise Agreement will be located in the State of Maryland and/or because Franchisee is a resident of the state of Maryland. This Addendum shall be of no force and effect unless the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law and any regulation thereunder are met independently without reference to this Addendum.

2. Waiver. The following language is added to the end of Section 25.4 of the Franchise Agreement:

“Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Maryland Franchise Registration and Disclosure Law or any other law of the State of Maryland is void. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of any liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.”

INTENDING TO BE LEGALLY BOUND, the parties hereto have duly executed this Agreement on the date first above written.

FRANCHISEE

By: _____
Name: _____
Title: _____

PILLAR TO POST, INC.
FRANCHISOR

By: _____
Signature of Corporate Officer

**MINNESOTA RIDER TO
PILLAR TO POST, INC. FRANCHISE AGREEMENT**

THIS RIDER is made this ____ day of _____, 20__, by and between PILLAR TO POST INC., a Delaware corporation (the "Franchisor") and _____, with its address at _____, _____, _____ (the "Franchisee"). In recognition of the Minnesota Franchise Act, the Franchise Agreement shall be modified as follows:

1. Background. Franchisor and Franchisee are parties to that certain Franchise Agreement dated _____, ____ (the "Franchise Agreement") that has been entered into concurrently with the entering of this Rider. This Rider is annexed to and forms part of the Franchise Agreement.

2. Governing Law, Jurisdiction and Venue, Choice of Forum and Limitations on Claims. None of the provisions of Section 25 of the Franchise Agreement shall be deemed to be a waiver of your rights under the Minnesota Franchise Act, including specifically:
 - a. Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the Franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or the Franchise Agreement can abrogate or reduce (i) any of the Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (ii) the Franchisee's rights to any procedure, forum, or remedies provided for by the law of the jurisdiction.

 - b. With respect to franchises governed by Minnesota law, the Franchisor will comply with Minnesota Statutes, Section 80C.14, Subds. 3-5, which require (except in certain specified cases) (i) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement and (ii) that consent to the transfer of the franchise will not be unreasonably withheld.

 - c. Minn. Stat. §80C.17, Subd. 5 provides that no action may be commenced pursuant to the Minnesota Franchise Act more than three years after the cause of action accrues. The franchisor is prohibited from limiting claims in violation of this section.

 - d. Minnesota Rules 2860.4400J prohibits the franchisor from requiring the franchisee to consent to entry of injunctive relief. The franchisor may seek injunctive relief, and the court will determine if a bond is required.

3. Proprietary Marks. The following section is hereby added to Section 8 of the Franchise Agreement addressing the Proprietary Marks:

The Franchisor will protect the Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Proprietary Marks.

4. General Release. Minnesota Rules 2860.4400(D) prohibits the Franchisor from requiring the Franchisee to assent to a general release. Franchisee shall not be required to execute Exhibit G-5 to the Franchise Agreement.
5. Except as modified herein, all other terms and provisions of the Franchise Agreement shall remain in full force and effect.

INTENDING TO BE LEGALLY BOUND, the parties hereto have duly executed this Agreement on the date first above written.

FRANCHISEE

By: _____
Name: _____
Title: _____

PILLAR TO POST, INC.
FRANCHISOR

By: _____
Signature of Corporate Officer

**NORTH DAKOTA RIDER TO
PILLAR TO POST, INC. FRANCHISE AGREEMENT**

This Rider to the Franchise Agreement dated _____, 20__ is made this ____ day of _____, 20__, between PILLAR TO POST, INC. and _____ to amend and revise said Franchise Agreement as follows:

(1) Item 17 of the Franchise Disclosure Document and Section 2.2.6 of the Franchise Agreement are amended to delete the requirement that a franchisee sign a general release upon renewal of the franchise agreement.

(2) Sections 16.7, 16.8 and 25.6 of the Franchise Agreement are amended to provide that the prevailing party in any enforcement action is entitled to recover costs and expenses including attorney's fees.

(3) Sections 25.4 and 25.5 of the Franchise Agreement are amended to delete the waiver of trial by jury and the waiver of exemplary and punitive damages.

The franchisee fee shall be deposited in an Escrow Account pending satisfaction of our material pre-opening obligations to you.

To the extent this Rider shall be deemed to be inconsistent with any terms or conditions of said Franchise agreement or Exhibits or Attachments thereto, the terms of this Rider shall govern.

INTENDING TO BE LEGALLY BOUND, the parties hereto have duly executed this Agreement on the date first above written.

FRANCHISEE

By: _____
Name: _____
Title: _____

PILLAR TO POST, INC.
FRANCHISOR

By: _____
Signature of Corporate Officer

**SOUTH DAKOTA RIDER TO
PILLAR TO POST, INC. FRANCHISE AGREEMENT**

This Rider to the Franchise Agreement dated _____, 20__ is made this ____ day of _____, 20__, between PILLAR TO POST, INC. and _____ to amend and revise said Franchise Agreement as follows:

(1) Item 17 of the Franchise Disclosure Document and Section 17.3 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

"Contracts in restraint of trade that take effect upon termination or expiration of a Franchise Agreement are generally unenforceable in South Dakota as set forth in SDCL 53-9-8, 53-9-9, 53-9-10, and 53-9-11."

(2) Item 17 of the Franchise Disclosure Document and Section 25.1 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

"In the event that either party shall make demand for arbitration, such arbitration shall be conducted in a mutually agreed upon site in accordance with Section 11 of the Commercial Arbitration Rules of the American Arbitration Association."

(3) Item 17 of the Franchise Disclosure Document and Section 25 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

"The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota, but as to contractual and all other matters, this agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement, and interpretation under the governing law of the State of Florida."

(4) Section 4.4 of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein:

"Every contract in which the amount of damage or compensation for breach of an obligation is determined in anticipation thereof is void to that extent except the parties may agree therein upon an amount presumed to be the damage for breach in cases where it would impractical or extremely difficult to fix actual damages. SDCL 53-9-5."

(5) The Franchise Agreement is amended as follows:

"Any provision in a franchise agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue, in a forum outside South Dakota

is void with respect to any cause of action which is otherwise enforceable in the State of South Dakota.”

To the extent this Rider shall be deemed to be inconsistent with any terms or conditions of said Franchise agreement or Exhibits or Attachments thereto, the terms of this Rider shall govern.

INTENDING TO BE LEGALLY BOUND, the parties hereto have duly executed this Agreement on the date first above written.

FRANCHISEE

By: _____
Name: _____
Title: _____

PILLAR TO POST, INC.
FRANCHISOR

By: _____
Signature of Corporate Officer

**ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF WASHINGTON**

This Addendum to the Franchise Agreement dated _____, 20__ is agreed to this ___ day of _____, 20__, between Pillar To Post, Inc. (“Franchisor”) and _____ (“Franchisee”). In recognition of the requirements of the Washington Franchise Investment Protection Act, RCW 19.100.180 (the “Act”), the Franchise Agreement shall be modified as follows:

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

5. Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or

elsewhere that conflict with these limitations are void and unenforceable in Washington.

7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

INTENDING TO BE LEGALLY BOUND, the parties hereto have duly executed this Agreement on the date first above written.

FRANCHISEE

By: _____
Name: _____
Title: _____

PILLAR TO POST, INC.
FRANCHISOR

By: _____
Signature of Corporate Officer

EXHIBIT K

FRANCHISEE ORGANIZATIONS WE HAVE CREATED, SPONSORED OR ENDORSED

There are no franchisee organizations that we have created, sponsored or endorsed required to be disclosed in this Franchise Disclosure Document.

EXHIBIT L

INDEPENDENT FRANCHISEE ASSOCIATIONS

Pillar Owners Association Inc.
Thomas Capuano, President
c/o Diversified Consultants Inc.
4919 Lamar Avenue
Mission, KS 66202
913-387-5605
ptpowners@dc-kansascity.com

EXHIBIT M

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Utah, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	8/18/22
Hawaii	Pending
Illinois	4/6/22
Indiana	7/11/22
Maryland	Pending
Michigan	4/30/22
Minnesota	4/26/22
New York	6/28/22
North Dakota	4/7/22
Rhode Island	4/11/22
South Dakota	3/31/22
Utah	3/31/22
Virginia	4/15/22
Washington	5/27/22
Wisconsin	3/30/22

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT N

RECEIPT

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Pillar To Post, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

[New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

[Michigan and Oregon require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

If Pillar To Post, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C. 20580 and the state agency listed on Exhibit H.

The franchisor is Pillar To Post, Inc., located at 14502 N. Dale Mabry Highway, Suite 200, Tampa, FL 33618. Its telephone number is (877) 963-3129.

Issuance date: March 24, 2023

The franchise seller for this offering is Brenda Gemmell; Daniel Meyer; Eric Steward; Nathan Baker.

Pillar To Post authorizes the respective state agencies identified on Exhibit H to receive service of process for it in the particular state.

I have received a disclosure document dated March 23, 2023 that included the following Exhibits:

Exhibit A:	List of Franchisees	Exhibit G-4:	General Release
Exhibit B:	List of Franchisees Who Have Left The System Within The Past Fiscal Year (Sold To An Outside Party, Terminated, Other)	Exhibit G-5:	Confidentiality/Non-Competition Agreement
Exhibit C:	Operations Manual Table of Contents	Exhibit H:	List of State Agencies/Agents for Service of Process
Exhibit D:	Specifications: Required Computer Equipment	Exhibit I:	Disclosure Addenda for Registration States
Exhibit E:	Financial Statements	Exhibit J:	Agreement Riders for Certain Registration States
Exhibit F:	Guarantee of Performance	Exhibit K:	Franchisee Organizations We Have Created, Sponsored or Endorsed
Exhibit G:	Franchise Agreement	Exhibit L:	Independent Franchisee Associations
Exhibit G-1:	Guaranty	Exhibit M:	State Effective Dates
Exhibit G-2:	Friendship Agreement	Exhibit N:	Receipt
Exhibit G-3:	Good Neighbor Agreement		

Date Received: _____

Signature of Recipient

Please Print Full Name

Signature of Co-Recipient

Please Print Full Name

You may return the signed receipt either by signing, dating and mailing it to Pillar To Post at 14502 N. Dale Mabry Highway, Suite 200, Tampa, FL 33618 or by faxing a copy of the signed and dated receipt to (416) 620-3961.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Pillar To Post, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

[New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

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If Pillar To Post, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C. 20580 and the state agency listed on Exhibit H.

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Exhibit G-1:	Guaranty	Exhibit M:	State Effective Dates
Exhibit G-2:	Friendship Agreement	Exhibit N:	Receipt
Exhibit G-3:	Good Neighbor Agreement		

Date Received: _____

Signature of Recipient

Please Print Full Name

Signature of Co-Recipient

Please Print Full Name

You may return the signed receipt either by signing, dating and mailing it to Pillar To Post at 14502 N. Dale Mabry Highway, Suite 200, Tampa, FL 33618 or by faxing a copy of the signed and dated receipt to (416) 620-3961.