

The Company's actions as outlined in this paragraph may continue until the Franchisee has brought its accounts current, cured any default, and complied with the Company's requirements, and the Company has acknowledged the same in writing. The taking of any of the actions permitted in this paragraph shall not suspend or release the Franchisee from any obligation that would otherwise be owed to the Company or its affiliates under the terms of this Agreement or otherwise.

19.) TERMINATION

(01) The Franchisee may terminate this Agreement and the Franchise granted hereunder effective ten (10) days after delivery to the Company of notice of termination, if the Franchisee is in compliance with this Agreement and the Company breaches this Agreement and fails to cure the breach within thirty (30) days after written notice of the breach is delivered to the Company.

(02) The Company may terminate the Franchise Agreement effective immediately upon receipt by the Franchisee of notice of termination, for any of the following:

- (a) The Franchisee, or a person designated by the Franchisee and approved by the Company as the manager of the Franchised Business, fails to satisfactorily complete the Company's initial management training program;
- (b) The Franchisee voluntarily abandons the Franchise by failing to operate the business for five consecutive days during which the Franchisee is required to operate the business under the terms of the Franchise Agreement, or any shorter period after which it is not unreasonable under the facts and circumstances for the Company to conclude that the Franchisee does not intend to continue to operate the Franchise, unless such failure to operate is due to fire, flood, earthquake, or other similar causes beyond the Franchisee's control; provided, however, if the Franchisee takes a vacation of two (2) weeks or less during a calendar year, this shall not trigger the Company's right to terminate the Franchise Agreement if the Franchisee has made arrangements to have the phones answered and the Franchisee otherwise demonstrates an appearance of being in business; in no case, however, may the business not conduct inspections for a period exceeding two weeks;
- (c) The Franchisee is convicted of a felony or any other criminal misconduct which is relevant to the operation of the Franchise;
- (d) The Franchisee fails to cure a default under this Agreement which materially impairs the goodwill associated with the Names and Marks;
- (e) The Franchisee or the business to which the Franchise relates is declared bankrupt or judicially determined to be insolvent, or all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor, or the Franchisee admits its inability to pay its debts as they come due;
- (f) The Company and the Franchisee agree in writing to terminate the Franchise;
- (g) The Franchisee, after curing any failure for which the Franchisee is given thirty (30) days' notice and an opportunity to cure, engages in the same noncompliance, whether or not such noncompliance is corrected after notice;

- (h) The Franchisee makes an unauthorized assignment of the Franchise Agreement, the Franchised Business, or the Franchise;
- (i) The Franchisee makes any material misrepresentations relating to the acquisition of the Franchise;
- (j) The Franchisee engages in conduct which reflects materially and unfavorably upon the operation and reputation of the Franchised Business or the AmeriSpec® franchise system;
- (k) The Franchisee fails, for a period of ten (10) days after notification of noncompliance, to comply with any federal, state, or local law or regulation applicable to the operation of the Franchise;
- (l) A levy of execution has been made upon the license granted under the Franchise Agreement and it is not discharged within five (5) days of such levy;
- (m) The Franchisee fails to pay any earned service fees or Advertising Contributions when due, or any other amounts due to the Company or to any affiliate of the Company within five (5) days after receiving notice that such fees are overdue;
- (n) The Company makes a reasonable determination that continued operation of the Franchise by the Franchisee will result in an imminent danger to public health or safety;
- (o) The Franchisee fails to submit financial statements, sales information or other supporting records as set forth herein for a period of thirty (30) days after they are due or submits to the Company two (2) or more sales reports, financial statements, other information, or supporting records in any period of twelve (12) consecutive months which understate by three percent (3%) or more the Gross Receipts of the Franchised Business, or materially distort any other material information;
- (p) The Franchised Business fails to generate Gross Receipts of at least: (i) Forty-five Thousand Dollars (\$45,000) in the first twelve (12) months of operation; (ii) Sixty Thousand Dollars (\$60,000) in the second twelve (12) months of operation; (iii) Seventy-five Thousand Dollars (\$75,000) in the third twelve (12) months of operation; and (iv) in each twelve (12) month period thereafter during the Term of the Franchise and in each twelve (12) month period during the renewal term thereafter, Gross Receipts equal to the minimum amount required in the preceding twelve (12) months, plus an additional fifteen percent (15%). If you are executing this Agreement as a renewing franchisee, then you must generate Gross Receipts in the first twelve (12) month period during the term of this Agreement equal to the minimum amount required in the last year of your previous and expired franchise agreement plus fifteen percent (15%) and in each twelve (12) month period during the remainder of this Agreement and in each twelve (12) month period during any renewal term thereafter, Gross Receipts equal to the minimum amount required in the preceding twelve (12) months plus fifteen percent (15%).

Notwithstanding the foregoing, the provisions of subparagraph (p) above shall not be enforced during any twelve (12) month period if (a) the Franchisee, its principal manager; or its majority shareholder, member, or partner dies during such twelve (12) month period, (b) there is a decrease of twenty percent (20%) or more in the amount of residential sales in the Designated Territory from the prior twelve (12) month period as

determined by First American Financial Services (formerly "Experian"), Acxiom/Data Quick, or other services as approved or required by the Company which may include the state association of realtors, or the local board of realtors multiple listing services (MLS) or (c) the Company determines, in its sole discretion, that during the first twelve (12) months of operation (and only during that period), that there were factors outside of the Franchisee's control which caused it not to make its quota.

- (q) In any period of twelve (12) consecutive months ending after the thirty-sixth (36th) month following commencement of operation of the Franchised Business, the Franchised Business fails to conduct inspections totaling at least ten percent (10%) of the total number of residential real estate transactions as determined by First American Financial Services (formerly "Experian"), Acxiom/Data Quick, or other sources as approved or required by the Company which may include the state association of realtors, or the local board of realtors multiple listing services (MLS) taking place in the Designated Territory during each period of twelve (12) consecutive months; provided, however, that this percentage figure shall increase to fifteen percent (15%) beginning with the first twelve (12) months of the renewal term. If you are executing this Agreement as a renewing franchisee and your previous and expiring Agreement does not contain similar requirements, the Company will allow twelve (12) months from the date of the execution of this Agreement within which to meet this requirement.

(03) The Company may also terminate this Agreement for any other reason constituting good cause, including, but not limited to, the failure of the Franchisee to comply with any lawful requirement of this Agreement after being given notice thereof and thirty (30) days in which to cure such failure.

(04) The foregoing notwithstanding, to the extent that the provisions of this Franchise Agreement provide for periods of notice less than those required by applicable law, or provide for termination, cancellation, nonrenewal or the like other than in accordance with applicable law, such provisions shall, to the extent such are not in accordance with applicable law, be superseded by said law, and the Company shall comply with applicable law in connection with each of these matters.

(05) The Franchisee agrees, upon termination or expiration of the Franchise, to immediately return to the Company all copies of all manuals and software (including Proprietary Software) that have been provided, loaned or licensed to it by the Company, any marketing materials bearing the Names and Marks, and any material marked as property of the Company or as confidential.

(06) Within seven (7) days after the effective date of termination or expiration of the Franchise, the Franchisee shall pay to the Company such earned service fees and other charges as have or will thereafter become due hereunder and are then unpaid and all amounts due for printed materials, forms, advertising material, samples, supplies, products and services supplied by the Company.

(07) Upon termination or expiration of the Franchise, the Franchisee shall expeditiously take such action as may be required to properly cancel all assumed names or equivalent registrations relating to the use of the Names and Marks, to notify the telephone company and all listing agencies of the termination or expiration of the Franchisee's right to use the telephone numbers and classified and other directory listings associated with the Names and Marks and to authorize the telephone company and listing agencies to assign to the Company all such telephone numbers and directory listings. The Franchisee acknowledges that, as between the Company and the Franchisee, the Company has the sole right to and interest in all telephone numbers and directory listings associated with the Names and Marks. The Franchisee authorizes the Company, and appoints the Company its attorney-in-fact, to direct the telephone company and all listing agencies to assign telephone numbers and listings to the Company.

The Franchisee shall provide reasonable assistance required in transferring the telephone number to the Company or other entity as designated by the Company.

(08) Immediately upon termination or expiration of the Franchise, the Franchisee shall cause all interior and exterior signs identifying the business premises as an AmeriSpec® business, and AmeriSpec® signs or logos appearing on any vehicles, to be removed. If the Franchisee fails to remove the sign(s), the Company shall be entitled to remove the sign(s), without prior notice to the Franchisee at the expense of the Franchisee.

(09) After the termination or expiration of the Franchise, the Franchisee shall not indicate directly or indirectly, in any manner, that it is or ever was affiliated with the Company in any capacity except as required by law and for the limited purpose of providing employment history necessary for reasons other than obtaining benefits based directly or indirectly on the former affiliation. Thereafter, the Franchisee may not identify itself or any business as an AmeriSpec® business or as a franchisee of, or as otherwise associated with, the Company, or use, in any manner or for any purpose, any of the System of Operation, concepts and methods of promotion, or Names and Marks, or any other indicia of an AmeriSpec® business.

(10) The Franchisee shall relinquish all interest of every kind and description in the Franchise upon termination or expiration of the Franchise, including any goodwill established prior to or during the operation of the Franchise. In addition, Franchisee acknowledges and agrees the customer list of the Franchised Business is an intangible asset which exists only in connection with the Franchise and, as such, reverts to the Company upon termination or expiration of this Agreement or any renewal agreement.

(11) All obligations of the Company and the Franchisee which expressly or by their nature survive the expiration or termination of the Franchise shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement until they are satisfied in full or by their nature expire.

20.) ENFORCEMENT

(01) The Company may apply for injunctive or other equitable relief to enforce its right to terminate this Agreement for cause, to prevent or remedy a breach of this Agreement by the Franchisee, if such breach could materially impair the goodwill associated with the Company's Names and Marks, to collect monies due to the Company and to enforce the provisions of Paragraphs 14, 15, and 17 hereof.

The Company may apply, without bond, for the entry of temporary restraining orders, and temporary and permanent injunctions enforcing the aforementioned provisions.

If the Company secures any such injunction, or any other judicial relief against the Franchisee, the Franchisee shall pay the Company an amount equal to the aggregate of the Company's costs of obtaining such relief, including, without limitation, reasonable attorneys' fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses.

(02) In the event the Franchisee fails to pay any amounts owed to the Company, Company may employ a collections agency to collect monies due to the Company. In such event, the Franchisee shall be responsible for paying any and all fees associated with collection, including but not limited to administration costs, attorneys' fees, and cost of litigation.

In the event the Franchisee fails to timely return to Company the materials set forth in Section 19 (05), Company may charge Franchisee for the fair market value of these items and submit any unpaid sum to collections in accordance with this section.

(03) Except insofar as the Company elects to enforce this Agreement by judicial process and injunction as hereinabove provided, any controversy or claim arising out of or relating to this Agreement or its breach, including without limitation, any claim that this Agreement or any of its parts is invalid, illegal or otherwise voidable or void, shall be submitted to arbitration before and in accordance with the arbitration rules of Franchise Arbitration and Mediation, Inc. ("FAM") (or if such entity is no longer in existence, or otherwise unavailable then under the rules of the American Arbitration Association). The Company and the Franchisee agree that arbitration shall be conducted on an individual, and not a class-wide basis.

(04) The provisions of this Paragraph 20 shall be construed as independent of any other covenant or provision of this Agreement; provided that if a court of competent jurisdiction determines that any such provisions are unlawful in any way, such court shall modify or interpret such provisions to the minimum extent necessary to have them comply with the law. Notwithstanding any provision of this Agreement under which state laws relating to this Agreement shall be governed and construed, all issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the federal common law of arbitration.

(05) Judgment upon an arbitration award may be entered in any court having competent jurisdiction and shall be binding, final and non-appealable. The Company and the Franchisee (and their respective owners, partners, members, and guarantors, if applicable) hereby waive to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against the other and agree that in the event of a dispute between them each shall be limited to the recovery of any actual damages sustained by it.

(06) Prior to any arbitration proceeding taking place, the Company or the Franchisee may, at its respective option, elect to have the arbitrator conduct, in a separate proceeding prior to the actual arbitration, a preliminary hearing, at which hearing testimony and other evidence may be presented and briefs may be submitted, including without limitation a brief setting forth the then applicable statutory or common law methods of measuring damages in respect of the controversy or claim being arbitrated, in which event both parties shall execute a suitable confidentiality agreement.

(07) This arbitration provision shall be deemed to be self-executing and shall remain in full force and effect after expiration or termination of this Agreement. In the event either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party by default or otherwise notwithstanding said failure to appear. Arbitration shall take place in Memphis, Tennessee.

(08) The obligation herein to arbitrate shall not be binding upon either party with respect to claims relating to Company's trademarks, service marks, patents, or copyrights; claims related to any lease or sublease of real property between the parties or their affiliated entities; requests by either party for temporary restraining orders, preliminary injunctions or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual dispute between the parties.

(09) If, after the Company or the Franchisee institutes an arbitration proceeding, one or the other asserts a claim, counterclaim or defense, the subject matter of which, under statute or current judicial decision is nonarbitrable for public policy reasons, the party against whom the claim, counterclaim or defense is asserted may elect to proceed with the arbitration of all arbitrable claims,

counterclaims or defenses or to proceed to litigate all claims, counterclaims or defenses in a court having competent jurisdiction.

(10) To the extent that either party may proceed by judicial process, each of the parties waives its right to a jury trial with respect to the enforcement or interpretation of this Agreement, allegations of state or federal statutory violations, fraud, misrepresentation, or other causes of action, in connection with any legal action initiated for the recovery of damages.

21.) INDEPENDENT CONTRACTORS/INDEMNIFICATION

(01) The Franchisee shall be conspicuously identified at the premises of the Franchised Business and in all dealings with customers and suppliers as a franchisee. All written materials given to customers of the Franchised Business, including but not limited to promotional materials and inspection reports, shall clearly identify that the Franchised Business is independently owned and operated by the Franchisee. The Franchisee shall not represent or imply to any person that this Agreement authorizes the Franchisee to act as agent for the Company. This Agreement does not create a fiduciary relationship between the parties.

(02) Neither the Company nor the Franchisee shall be obligated by any agreement, representation or warranty (except warranties specifically authorized by the Company, if any) made by the other, nor shall the Company be obligated for damages to any person or property directly or indirectly arising out of the operation of the Franchised Business or the Franchisee's business conducted hereunder, breach of contract, or caused by the Franchisee's negligence, willful action or failure to act. The Franchisee agrees to indemnify the Company in any action, suit, proceeding, demand, investigation or inquiry (formal or informal) wherein the liability of the Company is alleged or in which it is named as a party as a result of activities by the Franchisee. In the event that such an action or claim is made against the Company, the Franchisee shall indemnify and hold harmless the Company from all costs reasonably incurred by the Company in the defense of any such claim brought against it, or in any such action in which it is named as a party, including without limitation, reasonable attorneys' fees, costs of investigation or proof of facts, court costs, other litigation expenses and travel and living expenses, and from all amounts paid or incurred by the Company arising out of such claim or action. The Company shall have the right to defend any such claim against it. Such an undertaking by the Company shall, in no manner or form, diminish the Franchisee's obligation to indemnify the Company and to hold it harmless. The Company shall not be required or obligated to seek recovery from third parties or otherwise mitigate its losses in order to maintain a claim against the Franchisee. If a decision rendered in an action or suit covered by this Paragraph 21(02) is against the Franchisee or the Company, and the Company desires to appeal the decision, the Franchisee may notify the Company within ten days of the date of the decision of its intent to abide by the decision, then, in such event, the Franchisee shall pay the Company the amount required of it under this Paragraph 21(02), and all future costs related to the appeal and/or settlement of the claim shall be the responsibility of the Company.

(03) The Company agrees to indemnify the Franchisee against, and to reimburse the Franchisee for, any obligation or liability for damages payable to persons other than the Franchisee or its owners that are attributable to agreements, representations or warranties of the Company, or solely caused by the negligent or willful action of the Company, and for costs (as hereinabove defined) reasonably incurred by the Franchisee in the defense of any claim brought against it as a result of the foregoing or in any such action in which it is named as a party. The Company shall have the right to participate in and to control any litigation or proceeding which might result in liability of or expense to the Franchisee subject to indemnification by the Company.

(04) The indemnities and assumption of liabilities and obligations herein shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

22.) GOVERNING LAW/BINDING EFFECT/CONSTRUCTION/WAIVER/ NOTICES

(01) Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. § 1050 et seq.), as amended, this Agreement shall be interpreted and construed under the laws of the State of Tennessee, which laws shall prevail in the event of any conflict of law. Notwithstanding the foregoing, if the state in which the Franchised Business is located has enacted legislation regulating franchising which requires that the law of that state shall apply to the relationship created by this Agreement, it is agreed that this Agreement shall be interpreted and construed under the laws of the state or province in which the office of the Franchised Business is located.

(02) This Agreement is binding upon the parties hereto, their respective heirs, assigns and successors in interest.

(03) The introduction, recitals and exhibits hereto are a part of this Agreement which constitutes the entire agreement of the parties, and at the time of this Agreement, there are no other oral or written understandings or agreements between the Company and the Franchisee relating to the subject matter of this Agreement. Specifically, the Franchisee acknowledges that it has entered into this Agreement after making an independent investigation of the Company's operations and not upon any representation as to profits which the Franchisee might be expected to realize, nor has anyone made any other representation to induce the Franchisee to accept the Franchise granted hereunder and to execute this Agreement which is not expressly set forth herein or in the Offering Circular the Franchisee acknowledges having received at least ten (10) business days prior to the execution of this Agreement.

(04) Whenever the Company reserves discretion in a particular area or where the Company agrees or is required to exercise its rights reasonably or in good faith, the Company will satisfy its obligations whenever it exercises "reasonable business judgment" in making its decision or exercising its rights. A decision or action by the Company will be deemed to be the result of "reasonable business judgment", even if other reasonable or even arguably preferable alternatives are available, if the Company's decision is intended to promote or benefit the System of Operation generally even if the decision or action also promotes a financial or other individual interest of the Company. Examples of items that will promote or benefit the System of Operation include enhancing the value of the Names and Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System of Operation. Neither Franchisee nor any third party (including a trier of fact), will substitute its judgment for the Company's reasonable business judgment.

(05) The Company advises Franchisee that the Company and/or its affiliates periodically may make available to Franchisee goods, products and/or services for use in connection with the Franchised Business the sale of which the Company and/or its affiliates may make a profit. The Company further advises Franchisee that the Company and its affiliates periodically may receive consideration from suppliers and manufacturers respecting sales of goods, products or services to Franchisee or in consideration for services provided or rights licensed to such persons. Franchisee agrees that the Company and its affiliates will be entitled to such profits and consideration.

(06) The headings of the several paragraphs above are for convenience only and do not define, limit or construe the contents thereof. The term "Franchisee" as used herein is applicable to one (1) or more persons, a corporation or a partnership, as the case may be, and the singular usage includes the plural and the masculine and feminine usages include the other and the neuter. References to "the

Initials

Franchisee” applicable to any individual shall mean the principal owner or owners of the equity or operating control of the Franchisee if the Franchisee is a corporation, limited liability company or partnership.

(07) The Company and the Franchisee agree that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision illegal or otherwise voidable or unenforceable and the other of which would render the provision valid and enforceable, the provision shall have the meaning which renders it valid and enforceable. The language of all provisions of this Agreement shall be construed simply according to its fair meaning and not strictly against the Company or the Franchisee.

(08) It is the desire and intent of the Company and the Franchisee that the provisions of this Agreement be enforced to the fullest extent possible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any provision of this Agreement is adjudicated to be invalid or unenforceable, such adjudication is to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made. All provisions of this Agreement are severable and this Agreement shall be interpreted and enforced as if all completely invalid and unenforceable provisions were not contained herein, and partially valid and enforceable provisions shall be enforced to the extent valid and enforceable. The Company and the Franchisee shall substitute a valid and enforceable provision for any specification, standard, operating procedure, rule or other obligation of the Franchisee or the Company which is determined to be invalid or unenforceable and is not waived by the other.

(09) The Company and the Franchisee, by written instrument, may unilaterally waive any obligation of or restriction upon the other under this Agreement. No acceptance by the Company of any payment by the Franchisee and no failure, refusal or neglect of the Company or the Franchisee to exercise any right under this Agreement or to insist upon full compliance by the other with its obligations hereunder or with any specification, standard or operating procedure shall constitute a waiver of any provision of this Agreement or any specification, standard or operating procedure; provided, however, that such failure, refusal or neglect to exercise any right under this Agreement or to insist upon full compliance by the other with its obligations under this Agreement or under state or federal law, or with any specification, standard or operating procedure, shall constitute a waiver of any default arising under this Agreement or under state or federal law and shall preclude exercise or enforcement of any right or remedy arising therefrom, unless written notice of such default is provided by the non-defaulting party within twelve (12) months after such right or default occurs. No exercise or enforcement by the Company or the Franchisee of any right or remedy hereunder shall preclude the exercise or enforcement by the Company or of the Franchisee of any other right or remedy hereunder or which the Company or the Franchisee is entitled by law to enforce. No modification of this Agreement shall be valid unless such modification is in writing and signed by the Franchisee and the Company.

(10) All written notices permitted or required to be delivered by the provisions of this Agreement shall be deemed so delivered (a) when delivered by hand, (b) three (3) business days after placed in the mail system of the United States or Canada by registered or certified mail, return receipt requested, postage prepaid, and addressed to the party to be notified at its most current principal business address of which the notifying party has been notified, or (c) one (1) business day after sent via overnight courier, postage prepaid, and addressed to the party to be notified at its most current principal business address of which the notifying party has been notified.

(11) Because complete and detailed uniformity under many varying conditions may not be possible or practical, the Company specifically reserves the right and privilege, at its sole discretion and as it may deem in the best interests of all concerned in any specific instance, to vary standards for any

franchise owner based upon the peculiarities of a particular site or circumstance, density of population, business potential, population of trade area, existing business practices or any other condition which the Company deems to be of importance to the successful operation of such franchise owner's business. The Franchisee shall not complain on account of any variation from standard specifications and practices granted to any other franchise owner and shall not be entitled to require the Company to grant to the Franchisee a like or similar variation thereof.

(12) The parties agree they should each be able to settle, litigate, arbitrate, or compromise disputes in which they are involved with third parties, without having the disposition of such disputes directly affect the contract or relationship between the Company and the Franchisee. The Company and the Franchisee therefore each agree that a decision of an arbitrator or court of law in litigation to which one of them is not a party shall not in any manner prevent the person that was a party to such action from making similar arguments, or taking similar positions, in any action between the Company and the Franchisee. The parties therefore waive the right to assert that principles of collateral estoppel prevent either of them from raising any claim or defense in an action between them as a result of such party having lost a similar claim or defense in another action.

23). REPRESENTATIONS BY FRANCHISEE

(01) The Franchisee hereby certifies that the following information and dates are true and correct and the undersigned understands that the Company is relying on these statements in consideration of entering into this Agreement:

(a) Please write the date you personally received a copy of our Uniform Franchise Offering Circular (and all exhibits and attachments):

(b) Please write the date of your first face-to-face meeting to discuss the purchase of this franchise:

(c) Please write the date you personally received a copy of the Franchise Agreement prepared for execution:

(d) Please write the date of the execution of this Franchise Agreement:

(e) Please write the date you delivered the first deposit, down payment, purchase price or other payment in the form of cash, check, or other consideration for the purchase of this franchise:

(02) If Franchisee is a corporation, partnership or limited liability company, please list all the names and respective holdings for all officers, shareholders, partners or members of the Franchisee.

Name	Percentage of Ownership (must equal 100%)	Office Held

Initials

Name	Percentage of Ownership (must equal 100%)	Office Held

(03) Franchisee acknowledges no employee, agent, or representative of AmeriSpec, or its affiliates, has made any representations to Franchisee, and Franchisee has not relied on any representations, except for the representations contained in this Agreement, in the AmeriSpec® Uniform Franchise Offering Circular, and those written below:

 _____ if none, please write "none."

IN WITNESS WHEREOF, the Company and the Franchisee have executed this Agreement the day and year first above written, effective as of the date executed by the Company.

FRANCHISEE:

Date Accepted:

THE COMPANY:
 AMERISPEC, INC.

By: _____
 Position

Initials

EXHIBIT A
TO FRANCHISE AGREEMENT
DESIGNATED TERRITORY

The designated territory in the State of _____ shall consist of _____. The territory is further designated by the map depicting the Territory to which Franchisee is authorized to operate the Franchised Business.

To the extent there is any controversy regarding the construction of the foregoing written description and any attached map, the map and the written description are to be construed together and neither shall prevail over the other.

Dated and signed on the _____ day of _____, 20__.

Franchisee:

Title: _____

AmeriSpec, Inc.

By:

Its

EXHIBIT B
TO FRANCHISE AGREEMENT

GUARANTY

IN CONSIDERATION for, and as an inducement for AmeriSpec, Inc. (the "Company"), to enter into the Franchise Agreement to which this Guaranty is attached (the "Franchise Agreement"), the undersigned, and if the Franchisee is a corporation or other legal entity, each of the principal officers of the corporation or other legal business entity, hereby jointly and severally guarantee to the Company and to the Company's successors and assigns the payment of all franchise fees provided for in the Franchise Agreement and the performance of all of the provisions of the Franchise Agreement for and during the term of the Franchise Agreement and all renewals thereof. The undersigned further specifically agree to be individually bound by all covenants, obligations and commitments of the Franchisee contained in the Franchise Agreement to the same extent as if each of the undersigned had individually executed the Franchise Agreement as Franchisee.

The undersigned understand and agree that any modification of the Franchise Agreement, including any addendum or addenda thereto, or waiver by the Company of the performance by the Franchisee of its obligations thereunder, or the giving by the Company of any extension of time for the performance of any of the obligations of the Franchisee thereunder, or any other forbearance on the part of the Company or any failure by the Company to enforce any of its rights under the Franchise Agreement, including any addendum or addenda thereto, shall not in any way release the undersigned from liability hereunder or terminate, affect or diminish the validity of this Guaranty, except to the same extent, but only to such extent, that the liability or obligation of the Franchisee is so released, terminated, or affected or diminished. Notice to the undersigned of any such modification, waiver, extension or forbearance under the terms thereof is hereby waived. This Guaranty shall be enforceable upon ten (10) days' written notice by the Company to any of the undersigned of any default by the Franchisee of any of its covenants under the terms of the Franchise Agreement and addendum or addenda thereto.

The undersigned hereby waive any and all notice of default on the part of the Franchisee; waive exhausting of recourse against the Franchisee; and consent to any assignment of the Franchise Agreement, in whole or in part, that the Company or its assignees may make.

IN WITNESS WHEREOF each of the undersigned has hereunto affixed his signature on the same day and year as the Agreement was executed.

_____, individually

_____, individually

Home Address

Home Address

City, State, Zip

City, State, Zip

_____, individually

_____, individually

Home Address

Home Address

City, State, Zip

City, State, Zip

Initials

EXHIBIT C
TO FRANCHISE AGREEMENT

AMERISPEC® SOFTWARE LICENSE AGREEMENT

This AMERISPEC® Software License Agreement (the "Agreement"), between AmeriSpec, Inc. ("AmeriSpec"), located at 889 Ridge Lake Boulevard, Memphis, Tennessee 38120, and _____ ("Franchisee") located at _____, takes effect _____ (the "Effective Date"). All capitalized terms in this Agreement have the meanings set forth in the Franchise Agreement between the parties, dated _____ (the "Franchise Agreement").

Recitals

A. AmeriSpec owns a proprietary software program ("AmeriSpec Home Inspector Software") that allows home inspectors to collect data during the performance of a home inspection and generate a home inspection report.

B. Franchisee desires to license such software under the terms and conditions of this Agreement.

Agreement

In consideration of the above recitals and the promises set forth below, the parties agree as follows:

1. License. Subject to the terms and conditions of this Agreement, AmeriSpec grants to Franchisee a non-exclusive, non-transferable license to use the object code of the AmeriSpec Home Inspector Software provided by AmeriSpec (together with the associated documentation, the "Software") for use only in the Franchised Business. Franchisee may not: (a) permit any parent, subsidiaries, affiliated entities or third parties to use the Software; (b) process or permit to be processed the data of any other party; (c) sell, license, publish, display, distribute, or otherwise transfer the Software to a third party without AmeriSpec's prior written consent; (d) copy the Software; or (e) alter, modify, disassemble, decompile or reverse engineer the Software. AmeriSpec will deliver the Software upon execution of this Agreement.

2. Software Support. AmeriSpec will provide help desk support from 9 a.m. to 5 p.m. (CST) Monday-Friday (excluding holidays) to answer questions related to functionality of the Software, and will provide major bug fixes to the Software as deemed necessary by AmeriSpec ("Support Services"), except that AmeriSpec shall not provide Support Services if the hardware or computer system, including third party software, peripherals, internet connection and other computer equipment, used to operate the Software do not meet AmeriSpec's then-current specifications, nor will AmeriSpec provide Support Services for versions of the Software that are obsolete (not the then current version). Franchisee is required to upgrade to new versions of the Software and install all fixes provided by AmeriSpec, and comply with AmeriSpec's then-current specifications regarding computer hardware equipment, including third party software, peripherals, internet connection and other computer equipment, used to operate the Software. Training related to the Software will be provided as part of the initial franchise training program.

3. Fees and Payment. Except as otherwise provided below, Franchisee will pay AmeriSpec an initial license fee of \$300 per license for up to three licenses (each additional license over three is provided at no additional cost to Franchisee). On January 1 of the following calendar year, and each

subsequent January 1 thereafter, Franchisee shall pay an annual renewal fee of \$50 per license. The initial license fee of \$300 is included in the initial franchise fee if Franchisee obtains a license for the Software in connection with the purchase of his/her first AmeriSpec® franchise. AmeriSpec reserves the right to periodically increase the renewal fee by a reasonable amount to reflect the Company's increased costs of providing services (including those provided by third parties) and Software access under this Agreement. New releases of the Software may be made available at additional cost and may require execution of a new Software License agreement.

4. Delivery and Installation. Franchisee is solely responsible for installation, data entry and verification of data. Franchisee is solely responsible for providing the hardware, third party software, peripherals, internet connection and other computer equipment required to run the Software and ensuring that such items meet AmeriSpec's then-current specifications.

5. Ownership. Other than the license granted, no right, title or interest in all or any portion of the Software is conveyed or assigned to Franchisee, either expressly or by implication, by virtue of this Agreement, including any patents, copyrights, trade secrets, trade marks, trade names, or other intellectual property associated with the Software. AmeriSpec retains all ownership rights in Franchisee's data.

6. Term and Termination. AmeriSpec reserves the right to terminate this Agreement if its license with the vendor terminates or if AmeriSpec adopts a different software program for the System. A breach of this Agreement by Franchisee is grounds for termination of this Agreement and/or the Franchise Agreement, if the breach remains uncured thirty (30) days after written notice of the breach was provided to Franchisee. This Agreement terminates immediately upon termination of the Franchise Agreement between the parties. Upon termination for any reason, Franchisee must return all copies of the Software and, upon request of AmeriSpec, certify in writing to AmeriSpec that all copies of the Software have been returned or destroyed.

7. WARRANTY DISCLAIMER. THE SOFTWARE IS LICENSED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OF NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY. AMERISPEC SHALL NOT BE LIABLE TO FRANCHISEE FOR ANY SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL LOSSES WHATSOEVER OR HOWEVER CAUSED, ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE, ITS USE OR OTHERWISE. AMERISPEC'S TOTAL LIABILITY TO FRANCHISEE FOR DAMAGES RELATED TO THE SOFTWARE SHALL NOT EXCEED THE AMOUNTS PAID BY FRANCHISEE FOR SOFTWARE SUPPORT FEES IN THE PREVIOUS TWELVE-MONTH PERIOD.

9. Confidentiality. Franchisee acknowledges that the Software is proprietary to AmeriSpec and/or its licensor and has been developed as valuable intellectual property. Franchisee agrees that it will not disclose or permit any of its employees, agents or representatives to disclose to any party any data or information with respect to the Software or any information relating thereto without the prior written consent of AmeriSpec. This obligation shall continue during the term of this Agreement and thereafter, regardless of the reason for which this Agreement and/or the Franchise Agreement shall have terminated, expired or been assigned.

10. Assignment. This Agreement is only assignable by Franchisee in connection with a valid assignment of the Franchise Agreement.

11. Effect. Except as specifically amended by this Agreement, the Franchise Agreement is in full force and effect as written. Furthermore, any default under this Agreement is a default under the Franchise Agreement. The termination of the Franchise Agreement terminates your right to operate the franchised business.

12. Incorporation by Reference. The provisions of Section 22 of the Franchise Agreement (Governing Law/Binding Effect/Construction/Waiver/ Notices) are hereby incorporated by reference.

The parties have executed this Agreement as of the date first written above.

AMERISPEC:

FRANCHISEE:

AMERISPEC, INC.

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT D
TO FRANCHISE AGREEMENT

LICENSE AGREEMENT
(Websites)

This License Agreement ("Agreement") is made and effective this _____ day of _____, 20____ ("the Effective Date") by and between AMERISPEC, INC., a Delaware corporation having its principal place of business located at 860 Ridge Lake Blvd., Suite 300, Memphis, TN 38120 ("AmeriSpec"), and _____, an AmeriSpec franchisee doing business as "AmeriSpec Home Inspection Service" and having its principal place of business located at _____ ("Franchisee"),

WITNESSETH:

WHEREAS, AmeriSpec has a license to permit AmeriSpec franchisees to operate internet websites ("Websites") in connection with their franchise businesses, which is designed to promote uniformity in the appearance and functionality of franchisee websites;

WHEREAS, AmeriSpec desires to grant, and Franchisee desires to obtain permission to operate a Website;

NOW THEREFORE, AmeriSpec and Franchisee agree as follows:

1. AmeriSpec will provide Franchisee with access to and the right to use a Website as specified herein.
2. The Website shall be provided at no cost to Franchisee for the initial year; however, AmeriSpec reserves the right to charge Franchisee a license fee for any subsequent period of use. If Franchisee owns more than one franchise territory (as defined in the Franchise Agreement between the parties), then the Franchisee has the option of having one Website for each territory; however, there will be a charge for any additional Websites. AmeriSpec shall provide Franchisee at least thirty (30) days notice prior to charging a license fee for the Website after the expiration of the initial year of use. Franchisee shall be solely responsible for any costs incurred in either the use of or obtaining access to the Website.
3. The Website URL address shall be as follows: www.AmeriSpec.net/(Franchisee's last name). For example, www.AmeriSpec.net/Fairless.
4. Either party may terminate this Agreement without good cause upon thirty (30) days notice. AmeriSpec may terminate this Agreement immediately for good cause, including but not limited to violation of or failure to follow, the guidelines as set forth herein or failure to comply with material terms of the Franchise Agreement between the parties. This Agreement and all rights granted herein shall automatically terminate, without further notice, upon either the termination or expiration of the Franchise Agreement between the parties. This Agreement and all rights granted herein shall also automatically terminate, without further notice, upon Assignment (as defined in the

Franchise Agreement) of the Franchisee's AmeriSpec franchise, unless the Assignment merely transfers ownership of the AmeriSpec franchise from an individual owner(s) to a Corporation or other legal business entity and the Franchisee retains majority ownership of that entity.

5. This Agreement and the license granted herein are not assignable or transferable by Franchisee without the prior written consent of AmeriSpec.
6. This Agreement shall in no way affect any existing obligations of AmeriSpec or Franchisee created in any other agreement, including but not limited to the Franchise Agreement between the parties and any and all terms contained therein.
7. Franchisee agrees that it shall only use the Website for lawful purposes. Without limiting the foregoing, Franchisee shall not use the Website in a manner: (a) which would result in any transmission of any material in violation of any international, federal, state or local laws, including (without limitation) laws pertaining to the use of data and to the franchise and business opportunity laws; (b) which in any way would violate or infringe upon any party's privacy rights, right of publicity, or any other rights of any person or entity; or (c) which would display, transmit or store material which is unlawful, harmful, abusive, hateful, obscene, threatening, libelous, or defamatory.
8. AmeriSpec reserves the right to provide additional guidelines for use of the Website from time to time. Such additional guidelines shall be provided to Franchisee in writing and attached to and incorporated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the day and year first above written.

AMERISPEC, INC.

FRANCHISEE

By: _____
Cary N. Fairless
Vice President and
Chief Operating Officer

By: _____
Name: _____
Title: _____

Owner 1 Name: _____

Owner 2 Name: _____

Website Address: _____

Initials

EXHIBIT E
TO FRANCHISE AGREEMENT

**LICENSE AGREEMENT
(E-Mail Accounts)**

This License Agreement ("Agreement") is made and effective as of this ____ day of _____, 20____ (the "Effective Date") by and between AMERISPEC, INC., a Delaware corporation, having its principal place of business located at 889 Ridge Lake Blvd., Memphis, TN 38120 ("AmeriSpec"), and _____, an AmeriSpec franchisee doing business as "AmeriSpec Home Inspection Service" and having its principal place of business located at _____ ("Franchisee"), WITNESSETH:

WHEREAS, AmeriSpec has a license to permit authorized parties to access web-based electronic mail accounts for AmeriSpec ("e-mail accounts") which are designed to facilitate communication between Franchisees, other third-parties and AmeriSpec for the purpose of, among other things, the scheduling of AmeriSpec inspections; and

WHEREAS, AmeriSpec desires to grant, and Franchisee desires to obtain permission and access to the e-mail account.

NOW, THEREFORE, AmeriSpec and Franchisee agree as follows:

1. AmeriSpec will provide Franchisee with access to and the right to use the e-mail account as specified herein. AmeriSpec will provide up to a maximum of two (2) email accounts per franchise, as follows: If Franchisee's AmeriSpec franchise is owned by more than one individual, then AmeriSpec shall provide up to two (2) separate e-mail accounts. If the franchise is owned by a corporation or other type of legal business entity and more than one individual has executed a personal guaranty relative to the terms of the Franchise Agreement, then AmeriSpec shall provide up to two (2) separate e-mail accounts. Additional e-mail accounts may be created, but the Franchisee will be billed the then current charge for the additional accounts. AmeriSpec shall retain ownership of the e-mail account and e-mail address.
2. A maximum of up to two (2) email accounts per franchise shall be provided at no cost to the Franchisee. AmeriSpec reserves the right to charge a license fee in the future, but shall provide at least thirty (30) days notice prior thereto. Franchisee shall be responsible for any costs incurred in either the use of or obtaining access to the e-mail account.
3. The name for the address of the e-mail account (e-mail address) shall be as follows: (Franchisee's first initial) (Franchisee's last name)@AmeriSpec.net. For example, CFairless@AmeriSpec.net. In the event a particular e-mail address is not available (for example, an existing franchisee has the same last name and first initial), then an alternative e-mail address will be provided.
4. Access to the e-mail account is for Franchisee only. Franchisee shall not share this e-mail account with any other person or entity. Furthermore, Franchisee shall not demonstrate or give access to the e-mail account to another person or entity without the prior written approval of AmeriSpec.

5. Either party may terminate this Agreement without cause upon thirty (30) days notice. AmeriSpec may terminate this Agreement immediately for good cause, including but not limited to violation of, or failure to follow, the guidelines as set forth herein or for failure to comply with the material terms of the Franchise Agreement between the parties. This Agreement and all rights granted herein shall automatically terminate, without further notice, upon either the termination or expiration of the Franchise Agreement between the parties. This Agreement and all rights granted herein shall also automatically terminate, without further notice, upon Assignment (as defined in the Franchise Agreement) of the Franchisee's AmeriSpec franchise, unless the Assignment merely transfers ownership of the AmeriSpec franchise from an individual owner(s) to a Corporation or other legal business entity and the Franchisee retains majority ownership of that entity.
6. This Agreement and the license granted herein are not assignable or transferable by Franchisee without the prior written consent of AmeriSpec.
7. This Agreement shall in no way affect any existing obligations of AmeriSpec or Franchisee created in any other agreement, including but not limited to the Franchise Agreement between the parties and any and all terms contained therein.
8. Franchisee agrees that it shall only use the e-mail account for lawful purposes. Without limiting the foregoing, Franchisee shall not use the e-mail account in a manner: (a) which would result in any transmission of any material in violation of any international, federal, state or local laws, including (without limitation) laws pertaining to the use of data and to the franchise and business opportunity laws; (b) which in any way would violate or infringe upon any party's privacy rights, right of publicity, or any other rights of any person or entity; or (c) which would display, transmit or store material which is unlawful, harmful, abusive, hateful, obscene, threatening, libelous, or defamatory.
9. AmeriSpec reserves the right to provide additional guidelines for use on the e-mail account from time to time. Such additional guidelines shall be provided to Franchisee in writing and attached to and incorporated in this Agreement.
10. Franchisee agrees to comply with limits set by AmeriSpec for maximum disk quota for e-mail usage. Currently the maximum disk quota for email usage is 25MB per account. This limit is subject to change, and AmeriSpec will notify Franchisee of any such changes in writing. It is solely Franchisee's responsibility to not exceed this disk quota. Franchisee acknowledges that exceeding disk quotas may cause e-mails to be denied and returned to the sender as undeliverable. AmeriSpec assumes no responsibility for loss of business or any other issues that may arise from Franchisee's failure to comply with this provision. Franchisee also acknowledges that there is a maximum attachment upload size limit of 10Mb. This limit is subject to change, also, and AmeriSpec will notify the Franchisee in writing of any such changes.
11. Franchisee acknowledges that AmeriSpec may apply an anti-spam and/or an anti-virus solution (collectively "SPAM/AV") on part or all of AmeriSpec.net e-mail accounts. The anti-spam solution applied will be the most efficient for SPAM and AV, but AmeriSpec in no way warrants or guaranties the effectiveness of the SPAM/AV solution. Franchisee acknowledges that deploying an anti-spam solution may result in the loss of e-mails. Franchisee agrees that AmeriSpec shall not be liable for any loss or damages to Franchisee's computer or damage to the operation of the franchise due to a virus, or

related to deploying the SPAM/AV solution. AmeriSpec reserves the right to remove the SPAM/AV solution at any time for any reason it deems necessary.

12. Franchisee acknowledges that AmeriSpec utilizes the services of a third-party e-mail hosting provider and AmeriSpec has no control of, and can not make guaranties regarding, the uptime of the e-mail service. AmeriSpec will work with the third-party e-mail hosting provider in order to maximize the uptime.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the day and year first above written.

AMERISPEC, INC.

FRANCHISEE

By: _____
Cary N. Fairless
Vice President and
Chief Operating Officer

By: _____

Name: _____

Title: _____

Owner 1 Name: _____

Owner 1 E-Mail Address: _____

Owner 2 Name: _____

Owner 2 E-Mail Address: _____

Initials

EXHIBIT F
TO FRANCHISE AGREEMENT

TELEPHONE NUMBER
ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, _____, a _____, (“Assignor”), hereby transfers, sells and assigns to AmeriSpec, Inc., a Delaware corporation (“Assignee”), and its successors and assigns, all of Assignor’s right, title and interest in and to the phone number _____ (“The Phone Number”), which was assigned to assignor by _____ (“The Phone Company”).

Assignor hereby authorizes and empowers Assignee as assignor’s agent with the authority to execute and file, on behalf of Assignor, any and all authorizations, instruments, agreements and other documents that may be required by the Phone Company or any other party to effectuate the transfer, sale and assignment of all of Assignor’s right, title and interest in and to the Phone Number.

IN WITNESS THEREOF, Assignor has executed this agreement as of the _____ day of _____, 200__.

Franchisee Name

Franchisee Name

AmeriSpec, Inc.

By:

Its:

Initials