

17.3 Franchisee covenants that, except as otherwise approved in writing by Franchisor, Franchisee, or if the Franchisee is a corporation, then its officers, directors, and shareholders, 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 Territory, or within the territory of any other Pillar To Post franchisee under the Pillar To Post System that abuts the Territory.

17.4 Sections 17.2.3 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 corporation which has securities registered under the Securities and Exchange Act of 1934 ("publicly-held corporation").

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 Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in 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: (a) all managers of Franchisee and any other personnel employed by Franchisee who have received or will receive training from Franchisor; (b) all officers, directors, and holders of a beneficial interest of five (5%) percent or more of the securities of Franchisee, and of any corporation directly or indirectly controlling, controlled by, or under common control with, Franchisee, if Franchisee is a corporation; and (c) the general partners and any limited partners (including any corporation, and the officers, directors, and holders of a beneficial interest of five (5%) percent or more of the securities of any corporation 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. CORPORATE 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.

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 partnership, Franchisee shall comply with the following requirements:

18.2.1 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.

18.2.2 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 Premises, or any improvements thereon.

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, licenses to do business, trade or fictitious name registrations, sales tax permits, and fire clearances.

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 Premises, 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 such approval or consent must be obtained in writing. The Franchisor shall provide the writing in a timely manner.

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 exact 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 shall be in writing and shall be personally delivered, sent by registered mail, transmitted by telecommunications equipment as elected by the party giving such notice, 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:

Mr. Dan Steward
PILLAR TO POST INC.
13902 N. Dale Mabry Hwy. Suite 300
Tampa, FL 33618

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.

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; there are no agreements, warranties or representations, express or implied, between the parties except those set forth in this Agreement. 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 shall not impair the operation of, or have any other effect upon, such 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.

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, Franchisor's officers, directors, and employees, and such 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 use herein shall be construed to include the number and gender as the context of this Agreement may require. The parties agree that each section of this Agreement shall be construed independently of any other section or provision of this Agreement.

25. 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, at the discretion of the arbitrator. 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 Proprietary 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, EXEMPLORY 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 Nothing herein contained shall bar Franchisor's right to obtain injunctive relief 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.

25.7 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.

25.8 No party shall initiate or participate in any class action litigation claim against any other party bound hereby.

25.9 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 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 Offering Circular not later than the earlier of the first personal meeting held to discuss the sale of a franchise, ten (10) business days before the execution of this Agreement, or ten (10) business days before any payment of any consideration. Franchisee further acknowledges that Franchisee has read such Franchise Offering Circular and understands its contents.

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 understood 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.

(The remainder of this page intentionally left blank)

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: _____

Name: _____

Title: _____

PILLAR TO POST INC.
FRANCHISOR

By: _____
Signature of Corporate Officer

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
_____ (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 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:

Mr. Dan Steward
PILLAR TO POST INC.
13902 N. Dale Mabry Hwy., Ste. 300
Tampa, FL 33618

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 _____, 2006.

Individual, Guarantor

Individual, Guarantor

EXHIBIT G-2

ADDENDUM TO FRANCHISE AGREEMENT FOR TIER 1 TERRITORIES

ADDENDUM TO FRANCHISE AGREEMENT FOR TIER 1 TERRITORIES

THIS ADDENDUM, is made this ____ day of _____, 2005, by and between PILLAR TO POST INC., a Delaware corporation ("Franchisor"), and _____, with its address at _____, _____, _____ ("Franchisee").

RECITALS

WHEREAS, Franchisor and Franchisee are entering into a Franchise Agreement for Pillar To Post, Inc. dated as of the date hereof ("Franchise Agreement").

WHEREAS, Franchisor and Franchisee desire to enter into this Addendum to incorporate certain modifications and amendments to the Franchise Agreement because the Territory defined in the Franchise Agreement is classified as a Tier 1 territory.

THEREFORE, Franchisor and Franchisee agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Fees. Franchisor and Franchisee agree that Section 4.1 of the Franchise Agreement is deleted and replaced with the following:

4.1 In consideration of the home inspection franchise granted herein, Franchisee shall pay to Franchisor an initial franchise fee of [**\$35,900.00 to \$45,900.00**] _____ Thousand Nine Hundred Dollars (\$_____), plus any applicable taxes, payable concurrently with the execution of this Agreement (the "Initial Fee"), less any deposit previously paid. Except as herein expressly provided, this fee is not refundable in whole or in part, and shall be deemed fully earned by Franchisor upon execution of this Agreement.

3. Fees. Franchisor and Franchisee agree that Section 4.3 of the Franchise Agreement is deleted in its entirety and replaced with the following:

4.3 The Pillar To Post® home inspection franchise must generate Gross Revenues of at least: (a) Fifty Thousand Dollars (\$50,000) in the first twelve (12) months after execution of this Agreement; (b) Sixty-Five Thousand Dollars (\$65,000) in the second twelve (12) months after execution of this Agreement; (c) Eighty Thousand Dollars (\$80,000) in the third twelve (12) months after execution of this Agreement; (d) One Hundred Thousand Dollars (\$100,000) in the fourth twelve (12) months after execution of this Agreement; and (e) One Hundred Twenty Thousand Dollars (\$120,000) in the fifth twelve (12) months after execution of this Agreement. In the event the Pillar To Post® home inspection franchise fails to generate the minimum Gross Revenues required for any particular twelve (12) month period of operation, Franchisee shall pay to Franchisor a minimum yearly Royalty Fee equal to seven percent (7%) of the minimum Gross Revenues required for that

Initial _____

particular twelve (12) month period of operation less the total amount of monthly Royalty Fees paid by Franchisee for that particular twelve (12) month period of operation. 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.

4. Default and Termination. Franchisor and Franchisee agreement that Section 15.3.1 of the Franchise Agreement is deleted in its entirety and replaced with the following:

15.3.1 If, in the initial term of the Franchise Agreement, the Pillar To Post® home inspection franchise fails to generate Gross Revenues of at least: (a) Fifty Thousand Dollars (\$50,000) in the first twelve (12) months after execution of this Agreement; Sixty-Five Thousand Dollars (\$65,000) in the second twelve (12) months after execution of this Agreement; (c) Eighty Thousand Dollars (\$80,000) in the third twelve (12) months after execution of this Agreement; (d) One Hundred Thousand Dollars (\$100,000) in the fourth twelve (12) months after execution of this Agreement; and, (e) One Hundred Twenty Thousand Dollars (\$120,000) in the fifth twelve (12) months after execution of this Agreement. 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. Such requirements shall be set forth in an Addendum to the renewal Franchise Agreement and failure to meet such requirements shall provide a basis for Franchisor's action pursuant to the provisions of this paragraph.

5. Except as amended or modified as set forth 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 Addendum on the date first above written.

FRANCHISEE

Franchisee Signature

PILLAR TO POST INC.
FRANCHISOR

By: _____
Signature of Corporate Officer

Initial _____

EXHIBIT G-3

ADDENDUM TO FRANCHISE AGREEMENT FOR TIER 3 TERRITORIES

ADDENDUM TO FRANCHISE AGREEMENT FOR TIER 3 TERRITORIES

THIS ADDENDUM, is made this ____ day of _____, 2005, by and between PILLAR TO POST INC., a Delaware corporation ("Franchisor"), and _____, with its address at _____, _____, _____ ("Franchisee").

RECITALS

WHEREAS, Franchisor and Franchisee are entering into a Franchise Agreement for Pillar To Post, Inc. dated as of the date hereof ("Franchise Agreement").

WHEREAS, Franchisor and Franchisee desire to enter into this Addendum to incorporate certain modifications and amendments to the Franchise Agreement because the Territory defined in the Franchise Agreement is classified as a Tier 3 territory.

THEREFORE, Franchisor and Franchisee agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Fees. Franchisor and Franchisee agree that Section 4.1 of the Franchise Agreement is deleted and replaced with the following:

4.1 In consideration of the home inspection franchise granted herein, Franchisee shall pay to Franchisor an initial franchise fee of Nineteen Thousand Nine Hundred Dollars (\$19,900.00), plus any applicable taxes, payable concurrently with the execution of this Agreement (the "Initial Fee"), less any deposit previously paid. Except as herein expressly provided, this fee is not refundable in whole or in part, and shall be deemed fully earned by Franchisor upon execution of this Agreement.

3. Fees. Franchisor and Franchisee agree that the first sentence of Section 4.2 of the Franchise Agreement is deleted and replaced with the following:

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 One Hundred Dollars (\$100.00) per month, whichever is greater, computed from the first (1st) day of the next month after the completion of Franchisor's mandatory Training Program, as more particularly described in Article 6 of this Agreement.

4. Fees. Franchisor and Franchisee agree that Section 4.3 of the Franchise Agreement is deleted in its entirety and replaced with the following:

4.3 The Pillar To Post[®] home inspection franchise must generate Gross Revenues of at least: (a) Fifteen Thousand Dollars (\$15,000) in the first

Initial _____

twelve (12) months after execution of this Agreement; (b) Twenty Thousand Dollars (\$20,000) in the second twelve (12) months after execution of this Agreement; (c) Twenty-Five Thousand Dollars (\$25,000) in the third twelve (12) months after execution of this Agreement; (d) Thirty Thousand Dollars (\$30,000) in the fourth twelve (12) months after execution of this Agreement; and (e) Forty Thousand Dollars (\$40,000) in the fifth twelve (12) months after execution of this Agreement. In the event the Pillar To Post® home inspection franchise fails to generate the minimum Gross Revenues required for any particular twelve (12) month period of operation, 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 less the total amount of monthly Royalty Fees paid by Franchisee for that particular twelve (12) month period of operation. 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.

5. Promotion. Franchisor and Franchisee agree that Section 12.1 of the Franchise Agreement is deleted in its entirety and replaced with the following:

12.1 Franchisee shall pay to the Pillar To Post® promotion and advertising fund (the "Brand Fund") a continuing monthly Brand Fee equal to up to four percent (4%), or such lesser percentage as the Franchisor may from time to time implement, of the Gross Revenues of the Pillar To Post® home inspection franchise, or a minimum monthly Brand Fee of Fifty Dollars (\$50.00) per month, whichever is greater, computed from the first (1st) day of the next month after the completion of Franchisor's mandatory Training Program, as more particularly described in Article 6 of this Agreement.

6. Default and Termination. Franchisor and Franchisee agreement that Section 15.3.1 of the Franchise Agreement is deleted in its entirety and replaced with the following:

15.3.1 If, in the initial term of the Franchise Agreement, the Pillar To Post® home inspection franchise fails to generate Gross Revenues of at least: (a) Fifteen Thousand Dollars (\$15,000) in the first twelve (12) months after execution of this Agreement; Twenty Thousand Dollars (\$20,000) in the second twelve (12) months after execution of this Agreement; (c) Twenty-Five Thousand Dollars (\$25,000) in the third twelve (12) months after execution of this Agreement; (d) Thirty Thousand Dollars (\$30,000) in the fourth twelve (12) months after execution of this Agreement; and, (e) Forty Thousand Dollars (\$40,000) in the fifth twelve (12) months after execution of this Agreement. 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. Such requirements shall be set forth in an Addendum to the renewal Franchise Agreement and failure to meet such requirements shall provide a basis for Franchisor's action pursuant to the provisions of this paragraph.

Initial _____

7. Except as amended or modified as set forth 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 Addendum on the date first above written.

FRANCHISEE

Franchisee Signature

PILLAR TO POST INC.
FRANCHISOR

By:_____
Signature of Corporate Officer

Initial ____

EXHIBIT G-4

MINIMUM REQUIRED COMPUTER EQUIPMENT

MINIMUM REQUIRED COMPUTER EQUIPMENT

Desktop Computer

Component	Requirement
Computer and processor	Personal computer with an Intel Pentium 750-MHz or faster processor (Pentium 4 recommended)
Memory	256 MB of RAM or greater (512 MB recommended)
Hard disk	20 GB of available hard-disk space
Drive	CD-RW Drive (CD Burner)
Display	Super VGA (800 × 600) or higher-resolution monitor
Operating system	Microsoft Windows 2000 with Service Pack 4 (SP4), Windows XP (SP2) or later
Monitor	15" or larger
Software	Microsoft Office 2000 or later Adobe Acrobat Reader 7.0 or later Antivirus (eTrust recommended)
Modem/NIC	56K modem for Dial-up Internet access or 10/100 Ethernet Card for Broadband (high speed) Internet access
Internet connection	Dial-up or broadband Internet access (provided separately); local or long-distance charges may apply. (Broadband access recommended)

Laptop Computer

Component	Requirement
Computer and processor	Personal computer with an Intel Pentium 4 or faster processor (Centrino Mobile Technology recommended for better battery life)
Memory	256 MB of RAM or greater (512 MB recommended)
Hard disk	20 GB of available hard-disk space
Drive	CD-RW Drive (CD Burner)
Display	Super VGA (800 × 600) or higher-resolution monitor
Operating system	Microsoft Windows 2000 with Service Pack 4 (SP4), Windows XP (SP2) or later
Software	Adobe Acrobat Reader 7.0 or later Antivirus (eTrust recommended)
Other	Printer (Laser Printer recommended) Car Adapter Notebook Carrying Case
Modem/NIC	56K modem for Dial-up Internet access or 10/100 Ethernet Card for broadband Internet access (high speed)
Internet connection	Dial-up or broadband Internet access (provided separately); local or long-distance charges may apply. (Broadband access recommended)

EXHIBIT G-5

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 Pillar To Post® Franchisee's address (Approved Location or Premises).

Franchisee

-

Date