

EXHIBIT I

DISCLOSURE ADDENDA FOR REGISTRATION STATES

Initial _____

**ADDENDUM TO THE OFFERING CIRCULAR
FOR THE STATE OF CALIFORNIA**

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR.

No person named in Item 2 of the Offering Circular is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. §78a, et seq., suspending or expelling such persons from membership in such association or exchange.

The California Business and Professions Code Section 20000-20043 provide rights to the Franchisee concerning termination or non-renewal for a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

Section 31125 of the Corporations Code requires us to give you a disclosure document in a form approved by the Commissioner of Corporations before we ask you to consider a material modification of your franchise agreement.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101, et seq.).

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement requires binding arbitration. The arbitration will occur in Tampa, Florida. This provision may not be enforceable in California.

The Franchise Agreement requires application of the laws of the State of Florida. This provision may not be enforceable under California law.

You must sign a general release if you renew or transfer your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

The effective date of this offering circular in California is _____, 2006.

Initial _____

**ADDENDUM TO THE OFFERING CIRCULAR
FOR THE STATE OF FLORIDA**

The State of Florida has not reviewed and does not approve, recommend, endorse, or sponsor any business opportunity. The information contained in this Disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

Initial _____

**ADDENDUM TO THE OFFERING CIRCULAR
FOR THE STATE OF HAWAII**

THIS FRANCHISE WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

The effective date of this Offering Circular in Hawaii is _____, 2006.

Initial _____

**ADDENDUM TO THE OFFERING CIRCULAR
FOR THE STATE OF INDIANA**

Notwithstanding anything to the contrary set forth in the Offering Circular, the following provisions shall supercede and apply to all Franchises offered and sold in the State of Indiana:

1. The first risk factor on the cover page does not apply. Indiana franchise laws apply notwithstanding the risk factor on the cover page.

2. The summary column of Item 17(c) is modified by the addition of the following language after the word "release":

(for claims other than those arising under Indiana Deceptive Franchise Practice Act)

3. Item 17(r) may not be enforceable under the Indiana franchise laws.

4. Item 17(v) is not enforceable under the Indiana franchise laws.

5. With respect to Item 17(w), Indiana franchise laws apply even though Florida law applies generally.

The effective date of this Offering Circular in Indiana is _____, 2006.

Initial _____

**ADDENDUM TO THE OFFERING CIRCULAR
FOR THE STATE OF MARYLAND**

Notwithstanding anything to the contrary in the Offering Circular, the following provisions shall supercede and apply to all franchises offered and sold in the State of Maryland:

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C. § 101, *et seq.*).

The general release required as a condition of renewal and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Any clause(s) referencing choice of forum is not applicable to claims arising under the Maryland Franchise Registration and Disclosure Law.

Any clause(s) referencing choice of law of any state other than Maryland is not applicable.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Item 20 is amended to add the following information:

Franchises located in Maryland:

PILLAR TO POST®
Paul Meisel, Owner
923 Alexandria Way
Bel Air, MD 21014-3837
(410) 836-9554
6-Mar-97
Corporate Franchisee

PILLAR TO POST®
Paul Meisel, Owner
923 Alexandria Way
Bel Air, MD 21014-3837
(410) 836-9554
15-Jun-98
(2nd Territory)
Corporate Franchisee

PILLAR TO POST®
Tim & Denise Faff, Owners
PO Box 4
Arnold, MD 21012
(410) 421-5399
5-Mar-98
Corporate Franchisee

PILLAR TO POST®
John L. Moore, Owner
3460 Rosemary Lane
Ellicott City, MD 21042
(410)804-6351
15-Jun-99
Corporate Franchisee

MAXIMUM HOME INSPECTIONS, INC.
Guy R. White, Jr., President
19011 Aquasco Road
Brandywine, MD 20613
(301) 888-2700
1-Feb-01
Corporate Franchisee

PILLAR TO POST®
Aubrey Storm, Owner
PO Box 27161
Baltimore, MD 21230
(410) 292-4330
1-Apr-01
Corporate Franchisee

Initial _____

PILLAR TO POST®
Thomas B. Vance
184 Pebble Beach Drive
Charles Town, WV 25414
(304) 728-0315
1-Jul-03
Corporate Franchisee

PILLAR TO POST®
David Hynes
3110 Ribbles Folly Drive
Hampstead, MD 21074
(443) 375-0001
17-Dec-03
Corporate Franchisee

PILLAR TO POST®
Rocky Banks
9 Honey Brook Circle
Gaithersburg, MD 20878
(301) 455-5994
1-Jan-05
Corporate Franchisee

Franchises Located in Neighboring States:

NEW JERSEY

KJ LOUGHERY, INC.
Jim Loughery, President
2733 Nottingham Way, Ste 5
Hamilton, NJ 08619
(609) 890-9300
1-Sep-97
Master Franchisee

KJ MACI, INC.
James Loughery, Owner
2733 Nottingham Way, Ste 5
Hamilton, NJ 08619
(609) 818-1020
1-Sep-97
Franchisee Sub

KJ MACI, INC.
James Loughery, Owner
2733 Nottingham Way, Ste 5
Hamilton, NJ 08619
(609) 818-1020
15-Sep-00
(2nd Territory)
Franchisee Sub

PILLAR TO POST®
Robert Galster, Owner
601 Mill Road
Woodbine, NJ 08270
(609) 628-1090
1-Nov-97
Franchisee Sub

MESA INSPECTIONS, LLC.
Marc Rocca, Owner
330 Perrine Avenue
Piscataway, NJ 08854
(732) 878-2202
17-Mar-98
Franchisee Sub

PILLAR TO POST®
Joe Wasikowski &
Kevin McDonald, Owners
107 East Johnson Avenue
Somers Point, NJ 08244
(609) 484-3204
1-Jun-98
Franchisee Sub

PILLAR TO POST®
Brian Finn, Owner
76 Forest Way
Morris Plains, NJ 07950
(973) 889-5306
4-Jan-00
Franchisee Sub

J. WAGNER, LLC
James Wagner, President
278 Wyckoff Road
Eatontown, NJ 07724
(732) 544-8205
30-Mar-00
Franchisee Sub

PILLAR TO POST®
Dean R. Gladden, Owner
1405 Chews Landing Rd, Ste 23
Laurel Springs, NJ 08021
(856) 261-9670
1-Dec-00
Franchisee Sub

MESA INSPECTIONS, LLC.
Marc Rocca, Owner
330 Perrine Avenue
Piscataway, NJ 08854
(732) 878-2202
8-Apr-04
Franchisee Sub

FIRM FOUNDATION HOME
INSPECTION, INC.
Thomas F. DeSimone, President
53 Anita Drive
Jackson, NJ 08527
(732) 928-1199
8-Jan-02
Franchisee Sub

AOK HOME INSPECTIONS, INC.
Wesley Goble
7 Knox Ct.
Barnegat, NJ 08005
(609) 607-8200
24-Jan-02
Franchisee Sub

Initial _____

PILLAR TO POST®
Jim Ciatto & Jason Hines
19 Park Road
Denville, NJ 07834
(908) 581-6922
12-Feb-02
Franchisee Sub

PILLAR TO POST®
Jim Ciatto & Jason Hines
19 Park Road
Denville, NJ 07834
(908) 581-6922
12-Feb-02
(2nd Territory)
Franchisee Sub

PILLAR TO POST®
Richard Bornfreund
816 N. Delsea Drive, Suite 303
Glassboro, NJ 08028-1499
(856) 262-3388
1-Jan-03
Franchisee Sub

PILLAR TO POST®
Richard Bornfreund
816 N. Delsea Drive, Suite 303
Glassboro, NJ 08028-1499
(856) 262-3388
1-Jan-03
(2nd Territory)
Franchisee Sub

GARDEN STATE HOME
INSPECTION
SERVICE, INC.
Michael Almeida
446 Riverview Avenue
North Alrlington, NJ 07031
(201)998-9823
8-Oct-03
Franchisee Sub

JV's Custom Home Inspection, Inc.
James Vaccaro
8 James Terrace
Towaco, NJ 07082
(973)541-9017
29-Oct-03
Franchisee Sub

J. WAGNER, LLC
James Wagner, President
278 Wyckoff Road
Eatontown, NJ 07724
(732) 544-8205
1-Feb-04
Franchisee Sub

Bergen County Professional
Home Inspection, INC
Brian Stark, President
201 East Ridgewood Ave.
Ridgewood, NJ 07450
(201) 689-7888
24-Apr-04
Franchisee Sub

Blackwatch Home Inspections
Michael and Jane Brown
15 Quarry Road
Stewartsville, NJ 08886
(908) 387-9459
28-Sep-04
Franchisee Sub

NEW YORK

PTP ASSOCIATES, INC.
Mark & Jennifer Fulmer,
Corporate Officers
1064 Hatch Road
Webster, NY 14580
(585) 787-9970
15-Apr-98
Master Franchisee

PTP ASSOCIATES, INC.
Kevin & Judi Heath
Corporate Officers
1064 Hatch Road
Webster, NY 14580
(585) 787-9970
15-Apr-98
Master Franchisee

PILLAR TO POST®
Mark & Jennifer Fulmer, Owners
Kevin & Judi Heath, Owner
1064 Hatch Road
Webster, NY 14580
(585) 787-9970
15-Apr-00
Franchisee Sub

PILLAR TO POST®
Mark & Jennifer Fulmer, Owners
Kevin & Judi Heath, Owner
1064 Hatch Road
Webster, NY 14580
(585) 787-9970
15-Apr-00
Franchisee Sub

PILLAR TO POST®
Robert Van Stry, Owner
34 Metzner Road
Lake Ronkonkoma, NY 11779
(631) 467-8900
15-Mar-97
Corporate Franchisee

Initial _____

PILLAR TO POST®
Peter Bachem, Owner
31 Lehlend Drive
Queensbury, NY 12804
(518) 745-4351
15-Mar-99
Corporate Franchisee

SUBURBAN CONSULTANTS LTD.
Bill & Jennifer Murphy, Owners
9 Black Pine Court
Dix Hills, NY 11746
(800)848-6171
1-Dec-98
Corporate Franchisee

SUBURBAN CONSULTANTS LTD.
Bill & Jennifer Murphy, Owners
9 Black Pine Court
Dix Hills, NY 11746
(800)848-6171
1-May-97
(2nd Territory)
Corporate Franchisee

Ardane Property Inspections, LLC.
Randall Bolam, Owner
1936 Saunders Settlement Rd.
Niagra Falls, NY 14304
(716) 298-0600
1-Mar-00
Corporate Franchisee

NORTHEAST HOME
INSPECTIONS, INC.
Harry E. Harvey III, President
206 E. Mill Street
Horseheads, NY 14845
(607) 795-3301
1-Jun-99
Corporate Franchisee

PILLAR TO POST®
Fern Wright, Owner
22 Cummings Avenue
White Plains, NY 10603
(914) 428-3414
1-Oct-98
Corporate Franchisee

PILLAR TO POST®
Ed McDonald &
John Flannery, Owners
400 Route 211 E #229
Middletown, NY 10940
(845) 342-1782
1-Jan-02
Corporate Franchisee

PILLAR TO POST®
Douglas A. Campbell, Owner
170 Main Street, PO Box 264
Westhampton Beach, NY 11978
(631) 859-1630
1-Feb-00
Corporate Franchisee

SYSTEMATIC SEARCH GROUP LTD.
Emmanual Stratakis, President
87 Beverly Road
Staten Island, NY 10305
(718) 720-9526
1-Feb-00
Corporate Franchisee

PILLAR TO POST®
Adam Backus
6395 Coe Road
Livonia, NY 14487
585-346-9560
20-Feb-02
Franchisee Sub

PILLAR TO POST®
Michael Reickert
18 Birkdale Court
Singlerlands, NY 12158
(518) 283-6584
8-May-02
Franchisee Sub

PILLAR TO POST®
Tom Julien
9 Chestnut Hill Rd. N.
Loudenville, NY 12211
(518) 456-9960
1-May-02
Franchisee Sub

PILLAR TO POST®
John Martinez
11-13 Wyckoff Ave.
Ridgewood, NY 11385
(718) 417-7365
24-Nov-03
Corporate Franchisee

PILLAR TO POST®
Matthew W. Coughlin
1601 Bronxdale Avenue
Bronx, NY 10462
(718)772-2102
18-Dec-03
Corporate Franchisee

PILLAR TO POST®
John Murray
611 Galbro Circle
Webster, NY 14580
(315) 524-2968
24-Jul-02
Franchisee Sub

Initial _____

BNC Associates, L.L.C.
Willian Van Atten
32 Bretton Road
Scarsdale, NY 10583
(914) 517-1378
1-Oct-03
Corporate Franchisee

PILLAR TO POST®
Anthony Christoforou
31-35 37th Street
Astoria, NY 11103
(718) 216-4148
1-Aug-03
Corporate Franchisee

RIDGEVIEW SERVICES, INC.
David Schabilon
12 Empire Drive
Wallkill, NY 12589
(845) 895-8030
1-May-03
Corporate Franchisee

PILLAR TO POST®
Adam Backus
6395 Coe Road
Livonia, NY 14487
585-346-9560
14-Jun-04
(2nd Territory)
Franchisee Sub

PILLAR TO POST®
Adam Schrader
715 Phalen Drive #D
Copenhagen, NY 13626
(315) 408-7262
28-Oct-02
Franchisee Sub

PENNSYLVANIA

KJ LOUGHERY, INC.
Jim Loughery, President
2733 Nottingham Way, Ste 5
Hamilton, NJ 08619
(609) 890-9300
1-Mar-01
Master Franchisee

PILLAR TO POST®
Donald R. Cessna, Owner
407 W. Sample Street
Ebensburg, PA 15931-1503
(814) 471-6961
15-Oct-99
Franchisee Sub

PILLAR TO POST, INC.
Daniel J. Canton, Owner
810 Shamokin Trail
DuBois, PA 15801
(814) 583-5041
1-May-01
Franchisee Sub

PILLAR TO POST®
Kevin J. Buckley, Owner
2575 Giant Oaks Drive
Upper St. Clair, PA 15241
(412) 851-0632
1-Oct-99
Franchisee Sub

BUCKS COUNTY INSPECTION
SERVICES, INC.
Robin L. Lunny, President
2370 York Rd, Suite A9-C
Jamison, PA 18929
(215) 343-7766
1-Aug-00
(1ST Territory)
Franchisee Sub

PILLAR TO POST®
Robert Pecca, Owner
404 Richmond Road
Bangor, PA 18013
(610) 588-6479
1-Mar-01
Franchisee Sub

PILLAR TO POST®
Clete Isenberg, Owner
5126 Chevy Chase Drive
Finleyville, PA 15332
(877) 787-0008
1-Apr-01
Franchisee Sub

KRK, INC.
Robert Klebanoff
6 Greenwood Place
Wyncote, PA 19095
(610) 940-4740
8-Feb-02
Franchisee Sub

Initial _____

KRK, Inc.
Robert Klebanoff
6 Greenwood Place
Wyncote, PA 19095
(610) 348-6728
8-Feb-02
(2nd Territory)
Franchisee Sub

R&M Baer & Associates, LLC
Richard Baer
2240 Ionoff Road
Harrisburg, PA 17110
(717) 951-8821
25-Mar-03
(1st Territory)
Franchisee Sub

PILLAR TO POST®
Jerry Reed
456 Avoy Road
Lake Ariel, PA 18436
(570) 698-1314
1-Jun-03
Franchisee Sub

PILLAR TO POST®
Joseph Szivos
2253 E. Scenic Drive
Bath, PA 18014
(610) 746-5600
8-Apr-04
Franchisee Sub

BUCKS COUNTY INSPECTION
SERVICES, INC.
Robin L. Lunny, President
2370 York Rd, Suite A9-C
Jamison, PA 18929
(215) 343-7766
31-May-02
(2nd Territory)
Franchisee Sub

R&M Baer & Associates, LLC
Richard Baer
2240 Ionoff Road
Harrisburg, PA 17110
(717) 951-8821
25-Mar-03
2nd Territory
Franchisee Sub

VALJERNS CO.
John Rogers
1129 Old Eagle Road
Lancaster, PA 17601
(717) 991-6213
1-Jul-03
Franchisee Sub

DLS Services, LLC
David Sperring
4826 Thoroughbred Loop
Erie, PA 16506
(814) 836-4365
20-Oct-04
Franchisee Sub

BUCKS COUNTY INSPECTION
SERVICES, INC.
Robin L. Lunny, President
2370 York Rd, Suite A9-C
Jamison, PA 18929
(215) 343-7766
22-Jul-02
(2nd Territory)
Franchisee Sub

R&M BAER & Associates
Rick Baer
230 Kingsbridge Drive
Lititz, PA 17543
(717) 951-8821
20-Mar-03
Franchisee Sub

BUCKS COUNTY INSPECTION
SERVICES, INC.
Robin L. Lunny, President
2370 York Rd, Suite A9-C
Jamison, PA 18929
(215) 343-7766
31-Mar-04
(3rd Territory)
Franchisee Sub

PILLAR TO POST®
Scott Rawlings
3850 Woodhaven Rd, Suite 908
Philadelphia, PA 19154
(215) 850-9886
15-Feb-05
Franchisee Sub

VIRGINIA

HOME INSPECTION PROS, INC.
Richard Carroll, President
408 Reids Ferry Road
Suffolk, VA 23434
(757) 255-4465
15-Oct-97
Master Franchisee

PILLAR TO POST®
Richard Carroll, Owner
408 Reids Ferry Road
Suffolk, VA 23434
(804) 778-7746
15-Oct-97
Franchisee Sub

PILLAR TO POST®
John & Cathi Lynch, Owners
3016 Lethbridge Lane
Williamsburg, VA 23185
(757) 564-4454
29-Jul-98
Franchisee Sub

Initial _____

INSPECTION WORKS, INC.
Charles D. Missimer Jr., President
634 Parkdale Drive
Salem, VA 24153
(540) 389-5527
7-Apr-99
Franchisee Sub

HOMESPEC OF FAIRFAX, INC.
Michael &
Tamara Ward-Dahl, Owners
10907 Blue Roan Road
Oakton, VA 22124
(703) 352-1333
24-Oct-00
Franchisee Sub

ACCUPECT, INC.
Todd Zentner, President
8034 Sinclair Mill Road
Manassas, VA 20112
(703) 791-2225
7-Jan-03
Franchisee Sub

PILLAR TO POST®
Thomas B. Vance
PO Box 211
Purcellville, VA 20134-0211
(301) 560-1648
1-Jul-03
Franchisee Sub

PILLAR TO POST®
Michael L. Eugene
12904 Middlebrook Road
Chester, VA 23831
(804) 370-5092
15-Sep-03
Franchisee Sub

PILLAR TO POST®
John Langan
PO Box 203
Christiansburg, VA 24068
(540) 392-7678
3-Dec-03
Franchisee Sub

TK Home Inspections, LLC
Tim Spaulding
6334 Corbin Court
Gloucester, VA 23601
(804) 695-1991
1-Mar-04
Franchisee Sub

WEST VIRGINIA

PILLAR TO POST®
Thomas B. Vance
184 Pebble Beach Drive
Chales Town, WV 25414
(304) 728-0315
1-Jul-03
Corporate Franchisee

KENTUCKY

WEST KENTUCKY
INSPECTIONS, LLC
Johnny & Doris Ross
539 Davis Drive
Hardin, KY 42048
(270) 354-9990
1-Dec-98
Corporate Franchisee - 2nd Territory

PILLAR TO POST®
Terry Yaeger, Owner
9 Alcott Lane
Greenhills, OH 45218
(859) 342-6700
1-Jun-99
Corporate Franchisee

PILLAR TO POST®
John O'Nan
10811 Taylor Lake Road
Goshen, KY 40026
(502) 228-9880
1-Jun-02
Corporate Franchisee

Initial _____

WEST KENTUCKY
INSPECTIONS, LLC
Johnny & Doris Ross
539 Davis Dr.
Hardin, KY 42048
1-Jul-02
(270) 354-9990
Corporate Franchisee

PILLAR TO POST®
Stephen Benjamin
898 Lutheran Church Rd.
Bardstown, KY 40004
1-Dec-04
(502) 396-7510
Corporate Franchisee

PILLAR TO POST®
Edward L. Ginter
160 Sylvan Way
Lancaster, KY 40444
1-Apr-04
(859) 548-8328
Corporate Franchisee

PILLAR TO POST®
Alexus Jones & Michele Music
145 N. Hanover Avenue
Lexington, KY 40502
1-May-04
(859) 608-4028
Corporate Franchisee

OHIO

CRAIG TODD, INC.
Craig R. Todd, President
1079 Bartlett Road
Aurora, OH 44202
(330) 274-5450
15-Sep-96
Master Franchisee

PILLAR TO POST®
Jeff Miller, Owner
1889 Graham Road
Stow, OH 44224
(330) 686-9454
15-Dec-00
Franchisee Sub

THE CAPUANO CORPORATION
Tom Capuano, President
10189 Winstead Lane
Cincinnati, OH 45231
(513) 771-6689
15-Oct-97
Corporate Franchisee

THE CAPUANO CORPORATION
Tom Capuano, President
10189 Winstead Lane
Cincinnati, OH 45231
(513) 771-6689
1-Apr-99
(2nd Territory)
Corporate Franchisee

PILLAR TO POST®
Mike Rothschiller, Owner
3166 W. 140th Street.
Cleveland, OH 44111
(216) 671-0527
29-Mar-98
Franchisee Sub

PILLAR TO POST®
Charlie Lanphier, Owner
258 Meadows Lane
Plainesville Township, OH 44077
(440) 953-9190
1-Jul-98
Franchisee Sub

BLAINE COCHRAN INC.
Blaine Cochran, President
429 State Street
Edison, OH 43320
(877) 387-1530
1-Oct-98
Franchisee Sub

BLAINE COCHRAN INC.
Blaine Cochran, President
429 State Street
Edison, OH 43320
(877) 387-1530
1-Apr-00
(2nd Territory)
Corporate Franchisee

PILLAR TO POST INC.
William D. Schray, Owner
PO Box 750573
Dayton, OH 45475
(937) 291-9100
1-Jul-00
Corporate Franchisee

Initial _____

PILLAR TO POST®
Thomas Rick Simon, Owner
7100 Lockwood Blvd.
Boardman, OH 44512
(330) 550-5124
3-Oct-00
Franchisee Sub

Clark Ferguson & Assoc. LLC.
Paul Ferguson and Neil Clark
1962 Stansberry Circle
Akron, OH 44313
(330) 336-9191
7-Oct-00
Franchisee Sub

PILLAR TO POST®
Charlie Lanphier, Owner
33400 Vine St., #107D
Eastlake, OH 44095
(440) 358-9858
15-Dec-00
(2nd Territory)
Franchisee Sub

PILLAR TO POST®
Mike Rothschilder, Owner
3166 West 140th Street
Cleveland, OH 44111
(216) 671-0527
21-Apr-01
(2nd Territory)
Franchisee Sub

FOREMOSTINSPECTIONS, INC.
Donald Stuller/Troy Wycoff
9709 Millcroft Road
Perrysburg, OH 43551
(419) 779-7880
30-Apr-03
Franchisee Sub

LOVETT AND CLARK, LLC
Tom Clark
127 Carlos Lane
Lima, OH 45804
16-Jul-02
(419) 224-7678
Franchisee Sub

TIM BUELL, LLC.
Tim Buell
7217 Davis Road
Hilliard, OH 43026-9454
(614) 777-7922
1-Oct-02
Corporate Franchisee

JD SAFEHOME, INC.
Jeff Miller, President
1889 Graham Road
Stow, OH 44224
(330) 664-5450
24-Apr-03
(2nd Territory)
Franchisee Sub

PILLAR TO POST®
Thomas Rick Simon, Owner
345 Bradford Drive
Canfield OH 44406
(330) 550-5124
14-Nov-02
(2nd Territory)
Franchisee Sub

BLAINE COCHRAN NC.
Blaine Cochran, President
429 State Street
Edison, OH 43320
(877) 387-1530
1-Oct-98
3rd Territory
Franchisee Sub

Clark Ferguson & Assoc. LLC.
Paul Ferguson and Neil Clark
1962 Stansberry Circle
Akron, OH 44313
(330) 336-9191
16-Oct-02
Franchisee Sub

Cullen Inc.
Kevin Cullen
1618 West 38th Street
Lorain, OH 44053
(440) 989-9979
21-Jan-04
Franchisee Sub

A list of Franchisee names, business addresses and business telephone numbers for all franchisees who have left the system within the last 3 fiscal years is attached as Exhibit B. There are no franchisees who have not communicated with the franchisor within ten weeks of the application.

Terminated Franchisees Within the Last Fiscal Year:

Paul Kaiser
5926 East Spring Road
Scottsdale, AZ 85254
(602) 368-9538
Transfer

Ben Tuggle
1996 Spero Road
Asheboro, NC 27205
(336) 672-7678
Transfer

Michael Dutter
2371 Kruse Drive
Beloit, WI 53511
(608) 368-1378
Transfer

Initial _____

(January 2004)

Kirk Ericksen
6501 Crown Blvd. #106/E3
San Jose, CA 95120
(408) 927-9800
Mutual Termination
(February 2004)

Mike Moroz (Terr 1)
5 West Avenue
Elba, NY 14058
(585) 757-6646
Termination
(March 2004)

Mike Hartman
313 Sheffield Drive
Bloomington, IL 60108
(847) 214-8006
Termination
(April 2004)

Chris Wagner
11538 Carter
Overland Park, KS 66210
(913) 579-5306
Mutual Termination
(May 2004)

Scott Selcke
3003 Impressions Drive
Lake in the Hills, IL 60156
(847) 323-0900
Transfer
(June 2004)

Tom Julien
9 Chestnut Hill Rd.
Loudonville, NY 12211
(518) 465-9960
Transfer
(August 2004)

Orrin Larsen
PO Box 553
Brighton, CO 80601
(303) 655-1177
Termination
(September 2004)

(January 2004)

Joseph Fenoy
3859 Woods Walk Blvd.
Lake Worth, FL 33467
(561) 433-9744
Transfer
(February 2004)

Mike Moroz (Terr 2)
5 West Avenue
Elba, NY 14058
(585) 757-6646
Termination
(March 2004)

Eric and Walker Armstrong
3033 39th Way NE
Olympia, WA 98506
(360) 753-5025
Transfer
(May 2004)

Brian Black
7705 67th Street NE
Marysville, WA 98270
(425) 238-5572
Transfer
(June 2004)

John Cloyd
34 Sweetwater Valley Court
Hendersonville, NC 28791
(828) 891-5013
Transfer
(July 2004)

Mark Reiff
24365 State Route 37
Watertown, NY 13601
(315) 786-6622
Transfer
(August 2004)

Jay Hamann
5 Benajah Drive
Barrington, NH 03825
(603) 664-2946
Transfer
(September 2004)

(February 2004)

Charles McConnell
2017 Bayberry
Little Elm, TX 75068
(972) 668-0090
Transfer
(February 2004)

Mark Rivers
11067 Barbizon Circle West
Jacksonville, FL 32257
(904) 260-3792
Mutual Termination
(March 2004)

Eric and Walker Armstrong
3033 39th Way NE
Olympia, WA 98506
(360) 753-5025
Transfer (2nd Terr)
(June 2004)

Don Hama (Oregon Fran)
1521 N. Argonne Rd. Suite C365
Spokane, WA 99212
(509) 928-0818
Transfer
(June 2004)

Doug Porter
2131 Woodruff Rd.
Suite 2100 #190
Greenville, SC 29607
(864) 281-9919
Mutual Termination
(July 2004)

Mark Boyles
10166 Powers Rd.
Newburgh, IN 47630
(812) 453-3630
Mutual Termination
(August 2004)

John Brenner
2370 Geneva Avenue
Glenside, PA 19038
(610) 430-1408
Transfer
(September 2004)

Initial _____

David Sotkin
2107 Adams Drive NW
Atlanta, GA 30318
(205) 533-5871
Mutual Termination
(September 2004)

Paul Barrial Jr.
72644 Tiffany Farm Road
Covington, LA 70433
(985) 898-0040
Non-Renewal
(October 2004)

Carolyn Dinsmore
4965 Sleepy Hollow Rd.
Greenwood, MN 55331
(952) 220-2111
Mutual Termination
(November 2004)

Graylon Smith
338 Limehouse Court
Rock Hill, SC 29732
(803) 327-0912
Transfer
(December 2004)

Bill DiMasi
3378 Wentworth Dr.
Jamul, CA 91935
(619) 749-6629
Transfer
(December 2004)

Gary Commings
219 Chapel Hill Rd.
Sinking Springs, PA 19608
(610) 678-0589
Termination
(December 2004)

Peter Acree
5235 Randolph Good Luck Rd
Summer Shade, KY 42166
(270) 432-2067
Mutual Termination
(March 2004)

The effective date of this Offering Circular in Maryland is _____.

Initial _____

**ADDENDUM TO THE OFFERING CIRCULAR
FOR THE STATE OF MICHIGAN**

THIS ADDENDUM TO THE FRANCHISE OFFERING CIRCULAR REFLECTS CERTAIN REQUIREMENTS OF THE STATE OF MICHIGAN. IT IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FRANCHISE OFFERING CIRCULAR REQUIRED BY THE FEDERAL TRADE COMMISSION, AND SHOULD BE REVIEWED IN CONJUNCTION WITH THE FRANCHISE OFFERING CIRCULAR, OF WHICH THIS IS MADE A PART.

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- a. A prohibition on the right of a franchisee to join an association of franchisees.
- b. A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement from settling any and all claims.
- c. A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than thirty days, to cure such failure.
- d. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishing not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than five years, and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logo type, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six months advanced notice of franchisor's intent not to renew the franchise.

Initial _____

- e. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- f. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside the state.
- g. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but not be limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- h. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).
- i. A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Initial _____

Any questions regarding this Notice should be directed to:

State of Michigan
Department of Attorney General
Consumer Protection Agency
Attn: Franchise
670 Law Building
525 W. Ottawa Street
Lansing, Michigan 48913
Telephone No.: (517) 373-7117

The effective date of this Offering Circular in Michigan is _____.

Initial _____

**ADDENDUM TO THE OFFERING CIRCULAR
FOR THE STATE OF MINNESOTA**

MINNESOTA STATUTE §80.C.21 AND MINNESOTA RULE 2860.4400J PROHIBIT US FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. IN ADDITION, NOTHING IN THE OFFERING CIRCULAR OR AGREEMENT CAN ABROGATE OR REDUCE ANY OF YOUR RIGHTS AS PROVIDED FOR IN MINNESOTA STATUTES, CHAPTER 80C, OR YOUR RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES PROVIDED FOR BY THE LAWS OF THE JURISDICTION.

THIS FRANCHISE HAS BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THE STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

The effective date of this Offering Circular in Minnesota is _____, 2006.

Initial _____

**ADDENDUM TO THE OFFERING CIRCULAR
FOR THE STATE OF NEW YORK**

Item 3 of this Offering Circular is supplemented as follows:

With the exception of the litigation identified above, neither the Franchisor, nor any predecessor, nor any person identified in Item 2, nor any affiliate offering franchises under the Franchisor's principal Trademark:

A. Has an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations.

B. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

C. Is subject to a currently effective injunction or restrictive order or decree relating to the franchise, or under a federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national security exchange, as defined in the Securities and Exchange Act of 1934, suspended or expelling such person from membership in such association or exchange; or is subject to a currently effective injunction or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

Item 4 of this Offering Circular is supplemented as follows:

Neither the Franchisor, nor any affiliate, nor any predecessor, officer, or general partner during the 10-year period immediately before the date of this offering circular: (a) filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the Franchisor held this position in the company or partnership.

Any clause(s) referencing choice of law, including in Item 17, should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Art. 33 of the General Business Law of the State of New York.

Initial _____

REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS OFFERING CIRCULAR. IF YOU LEARN THAT ANYTHING IN THIS OFFERING CIRCULAR IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NY 10271.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THIS OFFERING CIRCULAR. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS OFFERING CIRCULAR.

The effective date of this Offering Circular in New York is _____, 2006.

Initial _____

**ADDENDUM TO THE OFFERING CIRCULAR
FOR THE STATE OF NORTH DAKOTA**

**REGISTRATION OF THIS FRANCHISE WITH THE STATE DOES NOT
CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE
COMMISSIONER.**

The effective date of this Offering Circular in North Dakota is _____, 2006.

Initial _____

**ADDENDUM TO THE OFFERING CIRCULAR
FOR THE STATE OF RHODE ISLAND**

The following paragraph is added to Item 17:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state is void with respect to a claim otherwise enforceable under this Act."

**REGISTRATION OF THIS FRANCHISE WITH THE STATE DOES NOT
CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE
COMMISSIONER.**

The effective date of this Offering Circular in Rhode Island is _____, 2006.

Initial _____

**ADDENDUM TO THE OFFERING CIRCULAR
FOR THE STATE OF SOUTH DAKOTA**

**REGISTRATION OF THIS FRANCHISE WITH THE STATE DOES NOT
CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORESEMENT BY THE
COMMISSIONER.**

The effective date of this Offering Circular in South Dakota is _____.

Initial _____

**ADDENDUM TO THE OFFERING CIRCULAR
FOR THE STATE OF VIRGINIA**

**REGISTRATION OF THIS FRANCHISE WITH THE STATE OF VIRGINIA
DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT
BY THE COMMISSIONER.**

The effective date of this Offering Circular in Virginia is _____.

Initial _____

**ADDENDUM TO THE OFFERING CIRCULAR
FOR THE STATE OF WISCONSIN**

REGISTRATION OF THIS FRANCHISE IN WISCONSIN DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS OFFERING CIRCULAR.

The conditions under which the Franchise Agreement can be terminated or not renewed may be effected by the Wisconsin Fair Dealership Law, Wisconsin Statutes 1981-82, Title XIV-A, Chapter 135.

The effective date of this Offering Circular in Wisconsin is _____.

Initial _____