

## FRANCHISE DISCLOSURE DOCUMENT



TCB AmeriSpec, LLC  
A Delaware Limited Liability Company  
57 Germantown Ct.  
Suite 201  
Cordova, Tennessee 38018  
844-326-5292  
[franchisesales@tcbfranchising.com](mailto:franchisesales@tcbfranchising.com)  
[www.amerispec.com](http://www.amerispec.com)

The franchise offered is for the operation of an AmeriSpec® residential and commercial inspection business.

The total investment necessary to begin operation of an AmeriSpec® franchise ranges from: \$75,950 to \$92,410. This includes ~~\$40,000~~\$43,900 that must be paid to the franchisor, which includes the \$40,000 initial franchise fee and the \$3,900 Marketing and Technology Bundle.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Sales office at 57 Germantown Ct. Suite 201, Cordova, Tennessee 38018 or at 844-326-5292.

The terms of your Franchise Agreement will govern your franchise relationship. Don't rely on the disclosure document alone to understand your Franchise Agreement. Read all of your Franchise Agreement carefully. Show your Franchise Agreement and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission (FTC). You can contact the FTC at 1.877.FTC.HELP or by writing to the FTC at 600 Pennsylvania Avenue, N.W., Washington, D.C. 20580. You can also visit the FTC's home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

The issuance date of this disclosure document is April 30, 2024.

## Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Tennessee. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Tennessee than in your own state.
2. **Mandatory Minimum Payment:** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
3. **Spousal Acknowledgement:** Your spouse must sign a document that acknowledges they understand your obligations under the franchise agreement even if your spouse has no ownership interest in the franchise. This acknowledgement states that the franchise documents signed by you will be signed for the benefit of, and will be binding on you and your spouse's marital community, but your spouse's separate, non-marital property will not be subject to the financial obligations under the franchise documents. Your spouse will also be subject to the confidentiality, non-competition, and dispute resolution provisions of the franchise agreement.
4. **Turnover Rate:** [During the last 3 years, a large number of franchised outlets \(43\), which is a high percentage of franchised outlets \(22%\), were terminated or not renewed. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.](#)
5. **Short Operating History:** [The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.](#)

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

in general also may apply to your Franchised Business. It is your responsibility to comply with any applicable laws, rules or regulations.

In addition to statutes and regulations specific to the industry for your Franchised Business, you must comply with all federal, state, and local data privacy and security laws which may apply to your Franchised Business. Federal, state, and local laws regulate the requirements for protection and use of customer data, including personal and payment related information. As a part of your Franchised Business, you may collect information related to your consumers on our behalf. While we own all the data that you collect, you must ensure that all of your collection and retention methods comply with such laws. We have made no independent investigation into such requirements, and it is entirely your responsibility to ensure your own compliance with these laws.

## **Item 2: Business Experience**

### CEO and President: Chris Gammill

Mr. Gammill has been the President for AmeriSpec and Furniture Medic since March 2023. [From March 2018 to March 2023](#), he served as Brand Leader for AmeriSpec and Furniture Medic ~~from March 2018 to March 2023~~. Mr. Gammill serves in his present capacities in Memphis, Tennessee.

### Chief Development Officer: Mike Pearce

Mr. Pearce has been the Chief Development Officer of AmeriSpec and Furniture Medic since June 2023. Since June 2020, he has served as the CEO and an owner of Sovereign Water LLC, an ASP – America’s Swimming Pool Company franchise in Memphis, Tennessee. From May 2013 to March 2019, Mr. Pearce was the Chief Development Officer of ServiceMaster Franchise Services Group in Memphis, Tennessee. From April 2020 to December 2022, he served as the Chief Development Officer of Authority Brands in Columbia, Maryland.

### VP Operations: Kevin Samov

Mr. Samov has been the VP of Operations for AmeriSpec and Furniture Medic since June 2023 in Memphis, TN. ~~Previously~~ [From May 2022 to July 2023](#), he held roles as the Director of Organizational Training and Development as well the Director of Business Development at FirstLight Homecare in Cincinnati, OH. From [November 2017 to March 2021](#), he was with ServiceMaster Brands as the Senior Manager of Brands Franchisee Training, Learning Engagement Manager and Large Owner Business Development Consultant in Memphis, TN.

### Marketing Director: Joseph Davis

Mr. Davis has been Marketing Director for AmeriSpec and Furniture Medic since March 2023 in Memphis, TN. ~~Previously~~ [From June 2020 to March 2023](#), he had been Marketing Manager for Furniture Medic ~~since June 2020, and~~ [and had been Marketing Manager for](#) both AmeriSpec and Furniture Medic ~~since~~ [from December 2021 to March 2023](#) in Memphis, TN. From [November 2010 to May 2020](#) he was an Interactive Strategy Manager and an Integrated Marketing Manager at ALSAC, the fundraising and awareness organization for St. Jude Children’s Research Hospital in Memphis, TN.

### Director of Business Development: Mitch Dodd

Mr. Dodd has been the Director of Business Development for AmeriSpec and Furniture Medic since March 2023 in Memphis, TN. ~~Previously~~ [From April 2022 to March 2023](#), he had been the National Business Development Manager at AmeriSpec and Furniture Medic ~~since April 2022~~ in Memphis, TN. ~~Prior~~ [From June 2019 to that April 2022](#), he held the position of Client Support Manager for AmeriSpec and Furniture

Medic ~~from 2019 to April 2022~~ in Memphis, TN. Mr. Dodd has held various other administrative roles at AmeriSpec and Furniture Medic since 2018 in Memphis, TN.

Technical Training Manager: Mike Hughes

Mr. Hughes has been the Technical Training Manager for AmeriSpec and Immediate and Indirect Predecessor since 2000. Prior to joining AmeriSpec Inspection Services, Mr. Hughes owned and operated an AmeriSpec franchise in the Memphis area.

VP of Finance: Whit Orians

Mr. Orians has been the VP of Finance for Amerispec and Furniture Medic since August of 2023 in Memphis, TN. ~~Previously From October 2022 to August 2023~~, he had been the Director of Finance – Operations at TruGreen ~~from October 2022 to August 2023~~ in Memphis, TN. While at TruGreen, he also held the roles of Sr. Manager Finance – Operations from November 2021 to October 2022, the position of Field Finance and Operations Business Partner from June 2019 to November 2021, and was a senior financial analyst from May 2017 to June 2019 all in Memphis, TN.

Board Member: E. Stockton Croft IV

Mr. Croft was elected to serve as chair of our Board of Directors in March 2023. Since September 2013, he has also served as a Partner with Eagle (EMP Management LLC) in Atlanta.

Board Member: Zachary Taylor

Mr. Taylor was elected to our Board of Directors in March 2023. Since August 2017, he has also served as a Private Equity Vice President for EMP in Atlanta.

Board Member: Jake Rubenstein

Mr. Rubenstein was elected to our Board of Directors in March 2023. Since May 2021, he has also served as a Private Equity Senior Associate for EMP in Atlanta.

Board Member: David Kim

Mr. Kim was elected to our Board of Directors in March 2023. Since October 2021, he has served on the Board of Directors of Code Ninjas. From September 2017 to August 2020, he served as Managing Director of Teen Ink in Newton, Massachusetts, and from January 2000 to June 2017, Mr. Kim served as CEO of C2 Education in Johns Creek, Georgia.

### **Item 3: Litigation**

#### **Litigation Against Franchisees in the Last Fiscal Year**

During fiscal year 2023, we initiated one lawsuit against franchisees as follows:

##### **Suits to Enforce Covenant-Not-To-Compete**

TCB AmeriSpec, LLC vs. Valerie Ogle, Michael Ogle, Rodney Derrek Denard, Michael Loan, Don Norton, Donny Williams, Georgia Home Inspection, LLC, and All Atlanta Inspections, LLC, Case No. 2:23-cv-2741-MSN-ATC (W.D. Tenn. 2023). This matter has been settled and this franchisee remains an active franchisee in the AmeriSpec franchise system.

Other than this action, no litigation is required to be disclosed in this disclosure document.

benefits directly, on a pro rata basis or at all, from the placement, if any, of such advertising in its local market. We may engage the professional services of advertising agencies, including advertising agencies affiliated with us.

### **Computer System**

You must acquire and use the computer systems we specify for the operation of your Franchised Business. [The annual costs for computer and equipment services ranges from \\$1,100 to \\$1,300. This estimate includes the printer, computer, software, and Internet that are not included in the Marketing and Technology Bundle.](#) We may develop computer systems and specifications for certain components of the computer systems in the future and may modify those specifications and the components of the computer systems. As part of the computer systems, we may require you to obtain, update, and use specified computer hardware and/or software including, without limitation, a license to use proprietary software developed by us or others. Your computer systems must be compatible with our computer systems, must be connected to our facilities by high-speed Internet with minimum requirements specified by us, and must be updated, maintained, and used in compliance with our specifications. We may require you to electronically upload or transmit information on a periodic basis (including daily). Also, we have the right to independently access sales information and other data produced by the computer systems and there are no contractual limitations on our right to access and use that information and data, even if the data is maintained by a third party. We will not be liable to you for any claims, losses or damages arising from or related to our access to or use of the information and other data produced by the computer systems, including any errors or omissions in the information and other data obtained by us or in the information and other data shared by us with third parties (including other franchisees or prospective franchisees).

We do not provide any support for computer hardware/software operated on computer systems that do not meet our current specifications or for outdated (not current version) software. As the required software is updated, you may need to upgrade or supplement hardware and related items in order to continue to use it. You must upgrade your computer equipment and purchase any additional equipment we specify to accommodate our software or to improve the overall effectiveness and competitiveness of your Franchised Business. We do not expect the cost of these upgrades to be more than \$4,000 per full-time inspector used by you, in any 24-month period.

The AIS (AmeriSpec Inspection Software) is a software program that allows home inspectors to collect data while performing a home inspection and that generates a home inspection report. The AIS is typically operated on hand-held devices and will require installation to operate on laptop or desktop computers. We will assist you with Level 1 inspection software support and assist vendors with major bug fixes for the AIS. We charge an initial license fee of \$1,000 per license for the first year that is included within the Marketing and Technology Bundle that you purchase when you sign your Franchise Agreement. For each year thereafter, an annual services fee that varies per license per inspector must be paid to our approved vendor, depending on the method of payment. Additional licenses for your Franchised Business may be purchased directly from our approved vendor. You must sign the approved vendor's then-current software license agreement. New releases of the software may be provided from time to time.

At our discretion, existing franchisees may have the option, upon renewal of their Franchise Agreement, to continue using AmeriSpec Home Inspector software (“**AHI Software**”). If approved by us, existing franchisees must sign the Software License Agreement included in this Disclosure Document as an exhibit to the Franchise Agreement and pay the then-current license renewal fee associated with the AHI Software.

The AMS (AmeriSpec Management System) is an online business management tool that allows you to have all your needed information and automated processes in place. The AMS allows us to market, schedule, and communicate with your customers. You must sign a license agreement with us for use of this software, which

trademark that sells or will sell goods or services similar to those that our franchisees sell. However, our affiliates, including the Affiliated Programs described in Item 1 and other portfolio companies that currently are or in the future may be owned by private equity funds managed by Eagle Merchant Partners, may operate and/or franchise businesses that sell similar goods or services to those that our franchisees sell.

Item 1 describes our current Affiliated Programs that offer franchises, their principal business addresses, the goods and services they sell, whether their businesses are franchised and/or company-owned, and their trademarks. All of these other brands (with limited exceptions) maintain offices and training facilities that are physically separate from the offices and training facilities of our franchise network. Most of the Affiliated Programs are not direct competitors of our franchise network given the products or services they sell, although some are, as described in Item 1. All of the businesses that our affiliates and their franchisees operate may solicit and accept orders from customers near your business. Because they are separate companies, we do not expect any conflicts between our franchisees and our affiliates' franchisees regarding territory, customers and support, and we have no obligation to resolve any perceived conflicts that might arise.

### Item 13: Trademarks

If we grant you a Franchised Business, we will grant you the right to operate such Franchised Business under the Marks that we specify in your Franchise Agreement or otherwise in writing from time to time. We may add to, change, or remove Marks from time to time.

In the Acquisition, we acquired the Marks from Immediate Predecessor. Immediate Predecessor registered the Marks listed below on the Principal Register of the United States Patent and Trademark Office (the "USPTO") and filed all necessary affidavits and renewals for such Marks. We are in the process of recording our ownership of the Marks with the USPTO and filing change of name forms to change the record name from Immediate Predecessor's legal name to our legal name.

| Mark  | Registration No. | Date of Registration |
|---|------------------|----------------------|
| AMERISPEC   | 1,497,266        | July 19, 1988        |
|    | 1,968,902        | April 16, 1996       |
|  AMERISPEC <sup>®</sup><br>INSPECTION SERVICES     | 2,524,568        | January 1, 2002      |
|  AMERISPEC <sup>®</sup><br>HOME INSPECTION SERVICE | 2,649,445        | November 12, 2002    |
| PROTECTION BEYOND THE INSPECTION  | 3,860,652        | October 12, 2010     |
| PROTECTION BEYOND THE INSPECTION  | 3,918,093        | February 8, 2011     |
| ASK THE INSPECTOR   | 3,958,321        | May 10, 2011         |
|  AMERISPEC <sup>®</sup><br>INSPECTION SERVICES     | 4,066,523        | December 6, 2011     |
| AMERISPEC (word mark)   | 4,066,524        | December 6, 2011     |
|    | 4,066,525        | December 6, 2011     |

There are no agreements limiting our right to use or license the use of the Marks. If you learn of an infringement or challenge to your use of the Marks, you must immediately notify us. We will take the action we think is appropriate. We are not obligated, by the Franchise Agreement or otherwise, to protect your right

a business for at least 3 Years. Some franchisees have more than one franchise agreement related to their business. Franchisees with multiple franchises typically do not have separate operations for each franchise agreement. Therefore, we have aggregated data based on “Owners” to more accurately reflect a franchisee’s business.

Table I below includes 80 Owners. Of the 86 total number of Owners in the AmeriSpec franchise system, 80 (or 93%) reported gross revenues during the calendar year of 2023 and are therefore included in the below table. Such 80 Owners reported a combined gross revenues amount of \$13,148,456. Owners included in the table below have an average of 1.6 franchise agreements per Owner. Owners that opened for business during the calendar year of 2023 and Owners that failed to report any revenue during the calendar year of 2023 have been excluded from the table below, this means that 6 Owners are excluded from Table I.

Table II below includes 42 Owners that own franchises that with more than one full time equivalent inspector count (“Multi Inspector Owners”). Of the 42 total number of Multi Inspector Owners in the AmeriSpec franchise system, 42 (or 100%) reported gross revenues during the calendar year of 2023 and are therefore included in the below table. Such 42 Multi Inspector Owners reported a combined gross revenues amount of \$11,654,905. Multi Inspector Owners included in the table below have an average of 1.8 franchise agreements per Multi Inspector Owner. Multi Inspector Owners that opened for business during the calendar year of 2023 and Multi Inspector Owners that failed to report any revenue during the calendar year of 2023 have been excluded from the table below, this means that 0 Multi Inspector Owners are excluded from Table II.

Table III below includes 38 Owners that own franchises that were single owner operators or part time operators with less than a single full-time equivalent contract based inspector (“Single Owner Operator”). Of the 38 total number of Single Owner Operators in the AmeriSpec franchise system, 38 (or 100%) reported gross revenues during the calendar year of 2023 and are therefore included in the below table. Such 32 Single Owner Operators reported a combined gross revenues amount of \$1,493,551. Single Owner Operators included in the table below have an average of 1.1 franchise agreements per Single Owner Operator. Single Owner Operators that opened for business during the calendar year of 2023 and Single Owner Operators that failed to report any revenue during the calendar year of 2023 have been excluded from the table below, this means that 0 Single Owner Owners are excluded from Table III.

The annual gross revenues reported below include gross sales reported for home and building inspection and ancillary services.

We compiled this information from our revenue reporting system from franchisees for January 1, 2023 through December 31, 2023. We have independently verified the information received from franchisees. These reported revenues are believed to be reliable. ~~We will provide you with written substantiation of the data used in preparing the financial performance representations in this Item 19 upon reasonable request.~~

**Some franchisees outlets have gross sales of earned this amount. Your individual results may differ. There is no assurance that you will do earn as well. much.**

Written substantiation for the financial performance representation will be made available to you upon reasonable request.

|   |         |         |          |       |   |
|---|---------|---------|----------|-------|---|
| 4 | \$8,120 | \$9,900 | \$19,050 | \$475 | 9 |
|---|---------|---------|----------|-------|---|

~~You are likely to achieve results that are different, possibly significantly and adversely, from the results shown above. Many factors, including management capabilities, local market conditions, and other factors, are unique to each business and may significantly impact the financial performance of your business. Consider that a newly opened business should not be expected to achieve sales volumes or maintain expenses similar to those of an established business.~~

You are responsible for developing your own business plan for your business, including capital budgets, financial statements, projections and other elements appropriate to your particular circumstances. The expenses identified in this statement are not the only expenses that you will incur in connection with the operation of your store. Additional expenses that you may incur include royalty and marketing fees (see Item 6 of this disclosure document), interest on debt service, insurance, legal and accounting charges, and depreciation/amortization. We encourage you to consult with your own accounting, business, and legal advisors to assist you to identify the expenses you likely will incur in connection with your business, to prepare your budgets and to assess the likely or potential financial performance of your business. We also encourage you to contact existing operators to discuss the business.

In developing the business plan for your business, you are cautioned to make necessary allowance for change in financial results to income, expenses, or both, that may result from operation of your business during periods of, or in geographic areas suffering from, economic downturns, inflation, unemployment, or other negative economic influences.

~~Historical costs and revenues do not necessarily correspond to future costs and revenues because of factors such as inflation, deflation, changes in minimum wage laws and other benefit laws (including but not limited to, health care coverage), location, financing, lease related costs and other variables. For example, costs such as rent, CAM charges, taxes, interest, insurance and utilities vary from business to business. All information should be evaluated in light of current market conditions including such costs and price information as may then be available.~~

Other than the preceding financial performance representation, we do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting the Legal Department, TCB AmeriSpec, LLC, 1650 57 Germantown Ct. Suite 201, Cordova, Tennessee 38018, the Federal Trade Commission, and the appropriate state regulatory agencies.

**Item 20: List of Franchise Outlets**

As noted in Item 1, Immediate Predecessor was the franchisor of the AmeriSpec® system prior to the closing of the Acquisition in March 2023.

An outlet as used in these Item 20 Tables is defined as a franchise territory.

**Table No. 1  
Systemwide Outlet Summary for Years 2021 to 2023**

| State | Year | Outlets at the Start of the Year | Outlets Opened | Terminations  | Non-Renewals | Reacquired by Franchisor | Ceased Operations -Other Reasons | Outlets at the End of the Year |
|-------|------|----------------------------------|----------------|---------------|--------------|--------------------------|----------------------------------|--------------------------------|
|       | 2022 | 180                              | 0              | 12            | 15           | 0                        | 0                                | 153                            |
|       | 2023 | 153                              | 0              | <del>23</del> | 13           | 0                        | 0                                | 137                            |

**Table No. 4**  
**Status of Company-Owned Outlets for Years 2021 to 2023**

| State         | Year | Outlets at the Start of the Year | Outlets Opened | Outlets Reacquired from Franchisee | Outlets Closed | Outlets sold to Franchisee | Outlets at the End of the Year |
|---------------|------|----------------------------------|----------------|------------------------------------|----------------|----------------------------|--------------------------------|
| <b>Totals</b> | 2021 | 0                                | 0              | 0                                  | 0              | 0                          | 0                              |
|               | 2022 | 0                                | 0              | 0                                  | 0              | 0                          | 0                              |
|               | 2023 | 0                                | 0              | 0                                  | 0              | 0                          | 0                              |

**Table No. 5**  
**Projected Openings as of December 31, 2023**  
**For Fiscal Year Ending on December 31, 2024**

| State          | Franchise Agreement Signed but Outlet Not Open | Projected New Franchised Outlets In The Next Fiscal Year | Projected Company-Owned Outlets in Next Fiscal Year |
|----------------|--|--|---|
| Alabama        | 0  | 1  | 0   |
| Louisiana      | 0  | 1  | 0   |
| Maryland       | 0  | 1  | 0   |
| North Carolina | 0  | 1  | 0   |
| Ohio           | 0  | 1  | 0   |
| Tennessee      | 0  | 1  | 0   |
| Texas          | 0  | 3  | 0   |
| Wisconsin      | 0  | 1  | 0   |
| <b>Total</b>   | <b>0</b>                                       | <b>10</b>  | <b>0</b>  |

The name, business address, and business telephone number of each current franchisee as of December 31, 2023, is attached to this Disclosure Document as Exhibit D. The name, last known home address, and telephone number of every franchisee who has had a franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recent fiscal year or has not communicated with us or our affiliates within 10 weeks of the issuance date of this Disclosure Document, is attached as Exhibit E. Please note, if you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

We are not offering any existing franchised outlets to prospective franchisees, including those that are still being operated by current franchisees pending a transfer. In the event that we begin to offer any such outlet,

specific information about the outlet will be provided to you in a separate Addendum to this Disclosure Document.

We or Immediate Predecessor have entered into confidentiality clauses with former franchisees during the past three years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experiences with AmeriSpec®. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

We have not created, sponsored or endorsed any trademark-specific franchisee organization associated with our franchise system.

### **Item 21: Financial Statements**

We began offering franchises in March 2023 and we therefore cannot yet include, three full years of our audited financial statements. We have attached the following financial statements in accordance with the FTC Rule requirements for financial statements for a franchisor's first partial fiscal year selling franchises:

Attached to this Disclosure Document as Exhibit B is (i) the consolidated audited financial statements of Guarantor, as of December 31, 2023, and (ii) Guarantor's Guaranty of our obligations to you under the Franchise Agreement. Because Guarantor was organized on February 24, 2023 and began operating on March 31, 2023, it does not have available, and we cannot yet include, three full years of audited financial statements for Guarantor.

[Also attached to this Disclosure Document as Exhibit B are the unaudited balance sheets and income statements of Guarantor as of April 30, 2024. These financial statements are unaudited and include, in the opinion of management, normal recurring adjustments necessary to fairly state each company's financial condition as of that date. These financial statements have not been reviewed by an accountant and do not contain any financial statement notes.](#)

### **Item 22: Contracts**

The following contracts are attached to this Disclosure Document:

| <b>Agreement</b>  | <b>Exhibit</b> |
|---|----------------|
| AmeriSpec Franchise Agreement (including the AMS Software License Agreements, the Website and E-Mail Account License Agreements, the Telephone Number Assignment Agreement and the Guaranty of the Franchise Agreement) | A              |
| State Addenda to Disclosure Document and Franchise Agreement  | F              |
| General Release   | H              |

### **Item 23: Receipt**

Two copies of an acknowledgement of your receipt of this Disclosure Document are included at the end of this Disclosure Document (Exhibit I). You should keep one copy as your file copy and return the second copy to us.

## **FDD EXHIBIT B**

### **FINANCIAL STATEMENTS AND GUARANTY**

(See attached).

**THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.**