FRANCHISE DISCLOSURE DOCUMENT

Next Day Access, LLC
(a Tennessee Limited Liability Company)
3150 Stage Post Dr., Suite 101
Bartlett, TN 38133
(901) 746-7891
www.nextdayaccess.com
Jeff@nextdayaccess.com

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Department of
Business Oversight

A Next Day Access® franchisee will engage in the sale and rental of ramps, additional related products and accessories that enhance the quality of life of physically disabled or challenged persons (the "Next Day Access® Franchise" or the "Franchised Business").

The total investment necessary to begin operation of the Franchised Business is $85,525 – $112,900, which includes approximately $45,700 that must be paid to us or our Parent (comprised of the initial franchise fee of $32,000 and opening inventory to be purchased from our Parent at a cost of approximately $13,700).

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

You will receive your Disclosure Document via electronic signing software. You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Jeffrey Smallwood, our Director of Franchise Operations at jeff@nextdayaccess.com or (901) 746-7891.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract 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. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at 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.

Issuance Date: March 13, 2017.

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit A of this Disclosure Document for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND ARBITRATION ONLY IN TENNESSEE. OUT-OF-STATE MEDIATION AND ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE AND ARBITRATE WITH US IN TENNESSEE THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT TENNESSEE LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. YOUR FAILURE TO ATTAIN $25,000 IN MONTHLY GROSS REVENUE AT LEAST ONCE DURING EVERY YEAR OF FRANCHISE OPERATIONS IS A DEFAULT UNDER THE FRANCHISE AGREEMENT AND GROUNDS FOR TERMINATION OF THE FRANCHISE.

4. THE FRANCHISE AGREEMENT REQUIRES THAT YOU WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY.

DISCLOSURE REQUIRED BY THE STATE OF MICHIGAN

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:

(a) A prohibition on the right of a franchisee to join an association of franchises.

(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 (30) 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 furnishings 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 (5) 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, logotype, 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 (6) months' advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this 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 is not limited to:

(i) 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 sub-franchisor.

(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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, franchisee has the right to request an escrow arrangement.

Any questions regarding this notice should be directed to:

Consumer Protection Division
Attn: Marilyn McEwen
525 W. Ottawa Street, 6th Floor
Lansing, Michigan 48933
(517) 373-7117

STATE EFFECTIVE DATES:

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	February 17, 2017
Minnesota	

STATE	EFFECTIVE DATE
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

This Disclosure Document is not required to be registered in the following states, but an exemption has been filed as required by the state's business opportunity laws as of the date specified below:

Kentucky	April 23, 2013	(one time filing)
Nebraska	March 10, 2017	(biennial filing)
Texas	August 16, 2012	(one time filing)
Connecticut	March 5, 2013	(one time filing)
Utah		(annual filing)
Florida		(annual filing)

This Disclosure Document is not required to be registered and an exemption is not required to be filed in the following states and this Disclosure Document is effective as of the Date of Issuance: Alabama, Alaska, Arizona, Arkansas, Colorado, Delaware, Georgia, Idaho, Iowa, Kansas, Louisiana, Maine, Massachusetts, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, Tennessee, Vermont, West Virginia and Wyoming.

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ITEM 1: The Franchisor, Its Predecessors, And Affiliates

To simplify the language of this disclosure document, "we," "us," "our," "Next Day Access®" or "Franchisor" refers to **Next Day Access, LLC,** the franchisor. "You" and "Your" refers to a franchisee under the Franchise Agreement. The franchisee may be a person, corporation, partnership or limited liability company. If the franchisee is a corporation, partnership or limited liability company, "you" does not include the principals of the corporation, partnership or Limited Liability Company.

We are a limited liability company formed under Tennessee law. Our principal business address is 3150 Stage Post Drive, Suite 101, Bartlett, Tennessee 38133. We do business under the "Next Day Access®" name. We do not have any predecessor or parent. Our agents to receive service of process are listed in Exhibit B.

American Access, Inc. ("American Access" or "our Parent" or "Affiliate"), a corporation formed under Tennessee law in 1997, is our Parent. The principal business address of American Access is 3150 Stage Post Drive, Suite 101, Bartlett, TN 38133. In 2003 American Access established a national service center for the Veterans Administration, Insurance, Commercial and residential customers. In September 2009 American Access opened a manufacturing facility in Jackson, Tennessee and started selling their products through a network of dealers as well as installing ramps themselves. The Franchised Businesses offered under this disclosure document are modeled after the sales and installation portion of the American Access ramp business, which has been in operation since September 1997. In August 2013 American Access opened an office in Memphis, Tennessee using the Next Day Access® name. In December 2014, American Access opened an office in Indianapolis, Indiana. You may conduct some business directly with American Access. American Access does not now and has never in the past sold franchises in any line of business. American Access presently sells its proprietary ramp products in certain areas through dealers that also sell medical equipment.

The franchise to which this disclosure document relates involves the operation of a Next Day Access® Business operating under the System and the Marks (defined below) ("Next Day Access® Business" or the "Franchised Business"). Next Day Access® Businesses engage in the sale and rental of ramps ("Ramps") and additional, related products and accessories as described in our "Operations Manual" (the "F.O.M"), which may include inclined and vertical lift systems, pool lift systems, patient lifts to move clients from the bed, floor safety materials, automatic door openers, wireless alert devices, and home modifications/devices such as grab bars and poles, and other related goods and services that enhance the quality of life of physically disabled or challenged persons as we may specify from time to time collectively, ("Additional Approved Products"). These businesses operate under the "Next Day Access®" name. We use, promote and license certain trademarks, service marks and other commercial symbols in the operation of Next Day Access® Businesses, including the Next Day Access® trademarks and service marks and associated logo, as we designate and may hereafter designate and change from time to time in writing for use under the System (the "Marks"). We grant franchises to persons who meet our qualifications and are willing to undertake the investment and effort required to own and operate a Next Day Access® Business offering the products and services we authorize and approve and utilizing our business formats, methods, procedures, designs, layouts, standards and specifications, processes, project management and the Marks, all of which we may supplement, improve, change, remove, further develop, and otherwise modify from time to time (the "System").

We began offering Next Day Access® franchises in December 2012. We are the franchisor of the Next Day Access® network of franchisees. We do not operate the type of business being offered in this Disclosure Document. Our Parent does, however. Other than serving as the franchisor of Next Day Access® network of franchisees, we do not engage in any other business activity and have never offered franchises in any other line of business.

The products and services our franchises sell are well recognized by consumers and are available from other sources. The market for our franchisees' products and services is well developed. Our products and services are sold to individuals and to businesses. Selling is not seasonal. There is competition for the products and services our franchisees will sell. Local independent businesses compete with our franchisees, as will regional and national chains.

In certain applications such as public, non-single family residential buildings, you will need to comply with the ADA and the regulations issued pursuant to the ADA. There may also be local laws governing the sale and installation of equipment and services. In addition, you will have to comply with laws and regulations that are applicable to business generally, but not limited to (such as workers' compensation and OSHA).

Some state, county or local jurisdictions require that some accessory products such as stair lifts or platforms be installed by licensed elevator contractors. You may be required to utilize a contractor on certain jobs which may impact your cost of installation and may cause you to hire a competitor to perform the installation.

Federal, state and local governmental laws, ordinances and regulations periodically change. It is your responsibility to check the laws within your state to determine whether any state or local laws or regulations are applicable and to comply with such laws. We do not assume any responsibility for advising you on these regulatory matters. You should consult with your attorney about laws and regulations that may affect your Franchised Business.

ITEM 2: Business Experience

Listed below are our principal officers, directors and other individuals who will have management responsibility relating to the sale or operation of franchises offered by this disclosure document. The principal occupation and business experience of each, including the names and locations of prior employers, are indicated below.

Brian Clark, President

Mr. Clark is the President of Next Day Access, LLC located in Bartlett, Tennessee, a position he has held since he established the company in January 2012. He also serves as President of American Access, Inc. in Bartlett, Tennessee, a position he has held since he founded the company in September 1997.

David Clark: Vice President of Sales

Mr. Clark is the Vice President of Sales for Next Day Access, LLC located in Bartlett, Tennessee, a position he has held since the company was established in January 2012. He serves in the same capacity with American Access, Inc. in Bartlett Tennessee a position he has held since he joined the company in May of 2004.

Paul Clark: Chief Financial Officer

Mr. Clark has served as the Treasurer of Next Day Access, LLC located in Bartlett, Tennessee, since its founding in January 2012. He has also served as the Chief Financial Officer of our Parent company, American Access, Inc. in Bartlett, Tennessee, since January 2006.

Jeffrey Smallwood: Director of Franchise Operations

Mr. Smallwood serves as Director of Franchise Operations for Next Day Access, LLC located in Bartlett, Tennessee, a position he has held since January of 2015. From October 2011 to January 2015 Jeffrey was employed by American Access as the Director of Home Modifications. January 2004 to October 2011, Mr. Smallwood served as supervisor for First Response Disaster Restoration Company in South Bend, Indiana.

ITEM 3: Litigation

No litigation is required to be disclosed in this Item.

ITEM 4: Bankruptcy

No bankruptcy information is required to be disclosed in this Item.

ITEM 5: Initial Fees

You must pay a minimum lump sum initial franchise fee equal to $32,000 for your first county(ies) when you sign the franchise agreement (the "Initial Franchise Fee"). This Initial Franchise Fee secures for the Franchisee the right to operate the Franchised Business in a protected county(ies) that we approve. You will operate your Next Day Access® Business from a specific location in that county(ies). We refer to your protected county(ies) as your Area of Primary Responsibility (the "APR"). Your APR will generally contain up to 1,000,000 persons. APR's with excess population over 1,000,000 will be purchased at a fee of $00.015 times the excess population. It also secures for you the non-exclusive right to do business in all of the surrounding county(ies) outside the Franchisee's APR except for those county(ies) for which the protected rights have been, or are in the future, purchased by another franchisee. If you wish to enlarge the size of your APR, you can purchase additional county(ies) that are contiguous to your existing APR for the fee of $00.03 multiplied by the population of the additional county(ies) according to the latest Census. If you purchase additional county(ies) when you close on the purchase of the APR you will do so at a reduced fee of $00.015 times the population of the additional county(ies).

If you currently operate a similar business as an independent owner/operator, we have a program that will allow you to convert to a Next Day Access® Business for a reduced Initial Franchise Fee of $28,800 (a 10% discount). All other terms and conditions for becoming a Next Day Access® Franchisee are the same (the "Conversion Program").

If you are a veteran of a branch of the United States military with an honorable discharge or are the spouse of that veteran you qualify for a reduced Initial Franchise Fee of $28,800 (a 10% discount). All other terms and conditions for becoming a Next Day Access® Franchisee are the same.

The entire Initial Franchise Fee is fully earned and non-refundable in consideration of administrative and other expenses incurred by us in granting this franchise and for our lost or deferred opportunity to enter into this Agreement with others; provided, however, that, if you (or your managing shareholder, partner or member) fail to complete the Initial Training Program to our satisfaction, we will have the right to terminate your Franchise Agreement and refund the Initial Franchisee Fee to you, less our reasonable administrative, supervisory, accounting, training and legal costs. See Item 11 for further information.

You must purchase an initial supply of inventory from our Parent or our other approved suppliers. We estimate up to 100% of your initial inventory will be purchased from either our Parent or other approved supplier. The cost of your initial inventory is $13,700.

ITEM 6: Other Fees

The following chart lists other fees that you must pay to us or our Parent, or that we or our Parent impose or collect in whole or in part for a third party. These fees are uniformly imposed.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty [1&2] 8% - $0 to $499,999 6% - above $500,000 Annually reset $500.00 minimum beginning on the 7th month after opening	8% of Gross Revenue, but reduced to 6% of Gross Revenue above $500,000. These fees are based upon annual Gross Revenues. The minimum royalty is $500, which will not apply during the first six months of initial operations(which instead is 8% of Gross revenue)	On the **10th** day following the close of every calendar month	Paid to us with electronic transfer or Direct Deposit as described in the Franchise Agreement, or by any other method as we may specify in the Operations Manual or otherwise in writing. (Section 4.4 of the Franchise Agreement)
Interest on Late Payments [1]	(18%) per annum, or the maximum rate permitted by applicable law, whichever is less	When you pay us the overdue amount	Paid to us if you are overdue on payment of any amounts you owe us. (Section 4.4 of the Franchise Agreement)
Refresher Training Fee [1]	Varies	As incurred	Paid to us for ongoing refresher training. (Section 6.4 of the Franchise Agreement)
Per Diem Assistance Fee [1]	$400 per day	As incurred	Paid to us. (Section 3.8 of the Franchise Agreement)
Operations Manual Paper Copy Replacement Charge [1]	Currently, $1 per page plus shipping - digital copy free	As incurred	Paid to us. (Section 9.3 of the Franchise Agreement)

National Brand Fund Adverting Fee[1]	1% of Gross Revenue during your first year of operations or if your annual Gross Revenue for the prior fiscal year is less than $300,000 2% of Gross Revenue if your annual Gross Revenue for the prior fiscal year is equal to or greater than $300,000	When the Royalty is paid	Paid to us (Section 12.3 of the Franchise Agreement).
Local Marketing[1]	4% of Gross Revenue or $800, whichever is greater, during your first year of operations or if your annual Gross Revenue for the prior fiscal year is less than $300,000 3% of Gross Revenue if your annual Gross Revenue for the prior fiscal year is greater than or equal to $300,000 and less than $500,000 2% of Gross Revenue if your annual Gross Revenue for the prior fiscal year is equal to or greater than $500,000	Spent monthly by you as we may direct in the Operations Manual or otherwise in writing	Paid to advertisers to promote your business. (Section 12.2 of the Franchise Agreement). We require you to use a designated vendor for certain types of marketing. **That vendor currently charges $325 per month, which is credited towards your local marketing spend requirement. This amount could change at our discretion.**
Computer and Software Upgrade and Maintenance Fees	$500 per year	As arranged	You must upgrade and maintain your computer and software at your own expense. (Section 7.18 of the Franchise Agreement)

Storage Fees	$2,000 to $6,000 per year	As arranged	It is likely that you will need to lease storage space to store your purchased product during the term of the franchise agreement. (Section 7.19 of the Franchise Agreement).
Auditing Costs[1]	Cost of audit including reimbursement of our direct internal cost, plus travel expenses, plus the interest of the underpayment of 18% or max by law.	As incurred	You must reimburse us for our auditing costs if we have to audit you because you fail to provide us with the required reports on a timely basis. (Section 11.4 of the Franchise Agreement)
Transfer Fee[1]	$10,000	Time of transfer	Paid to us if there is a transfer under the Franchise Agreement. (Section 14.3.13 of the Franchise Agreement)
Renewal Fee[1]	50% of original franchise amount	Time of renewal	Paid to us if you renew your rights under the Franchise Agreement. (Section 2.2.9 of the Franchise Agreement)

Cost and Attorney Fees[1]	Reimbursement of our actual costs	As incurred	You must pay all expenses, including attorneys' fees and costs, incurred by us, our Parent, and our successors and assigns to remedy any of your defaults of, or enforce any of our rights under, the Franchise Agreement; to effect termination of the Franchise Agreement, and to collect any amounts due under the Franchise Agreement. (Section 26.8 of the Franchise Agreement)
Additional APR[1]	Census population in the county(ies) that comprise your APR or some subset of those county(ies) times $00.015 if purchased at closing. $00.03 if purchased after closing. As stated in the most recent national census	At your election, as a part of your initial closing or any time after you close on the purchase of your franchise.	Additional APR is purchased separately from the right to operate the Franchised Business in the APR (see Note 4 of this Item 6).
Conversion Program and Honored Veteran Program Additional APR[1&3]	Census population in the county(ies)that comprise your APR or some subset of those county(ies) times $00.015 if purchased at closing. $00.03 if purchased after closing. As stated in the most recent national census	At your election, as a part of your initial closing	Additional APR is purchased separately from the right to operate the Franchised Business in the APR (see Note 3 and 4 of this Item 6).

Supplier Approval Fee	The reasonable cost of the evaluation and testing.	Upon your request that we evaluate a potential supplier	In order to maintain uniform standards across the Next Day Access system, all suppliers to you must be approved by us in advance.

Notes:

1. Unless otherwise indicated, all of the fees listed in the table are non-refundable and are uniformly imposed by, payable to, and collected by us.

2. "Gross Revenue" means all revenues generated from the sale or lease of Products (see 4.2 of the Franchise Agreement), as appropriate, and any other revenue you derive from operating your Next Day Access® Business conducted upon, from or with respect to the Next Day Access® Business, whether such sales are evidenced by cash, check, credit, charge, account, barter or exchange. Gross Revenue includes all monies or credit received from the sale of products, from tangible property of every kind and nature, business interruption insurance, promotions or otherwise. Gross Revenue does not include good faith refunds, adjustments, credits and allowances actually made by your Next Day Access® Business in compliance with the Operations Manual. Gross Revenue also excludes any sales taxes or other taxes collected from customers by you and paid directly to the appropriate taxing authority.

3. The Conversion Program is available for the owners of businesses similar to the Franchised Business who seek an affiliation with a chain operation (the "Conversion Owner"). The Honored Veteran Program is available to members of the United States military who have been honorably discharged and their spouse and is essentially the same as the Conversion Program (the "Honored Veteran Program"). Both programs are essentially the same as a normal franchise with the exception of a reduced Initial Franchise Fee (see Item 5) of $28,800 for the Conversion Amendment and $28,800 for the Honored Veteran Program. Both Programs require the Franchisee to follow the opening Advertising and Marketing Program. In the case of the Conversion Franchisee these expenditures are due after making the physical conversion of the Location within a reasonable period of time not to exceed sixty (60) days.

4. You may operate outside of your APR without purchasing additional rights to do so. You have no obligation to purchase additional rights at any time. When you purchase additional APR rights concurrent with signing your franchise agreement we discount the price on purchasing additional APR rights.

ITEM 7: Estimated Initial Investment

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee *(note 1, 2 and 16)*	$32,000	Lump sum	When you sign the Franchise Agreement	Us
Real Estate and Leasehold Improvements *(note 1 and 3)*	$0 - $1,000	As Incurred	As incurred	Landlord
Signs and /or vehicle wraps *(note 1 and 5)*	$3,200 - $3,500	As Incurred	As incurred	Approved suppliers or per specifications
Initial Inventory *(note 1 and 4)*	$13,700	Lump Sum	Net 30 days after receiving initial inventory shipment	Us, our Parent, or our approved supplier
Vehicles *(note 1 and 6)*	$5,800 – $6,600	As Incurred	As Incurred	Per specifications
Vehicle Insurance *(note 1 and 7)*	$1,125 - $1,500	As Incurred	As Incurred	Insurance Company
Tools *(note 1 and 8)*	$500 - $1,200	As Incurred	Before commencing operations	Per specifications
Office Equipment & Supplies *(note 1 and 10)*	$2,900 - $4,900	As Incurred	Before commencing operations	Per specifications

Start-Up Marketing/ Opening Advertising & Promotion *(note 1 and 11)*	$3,000	As Incurred	Expended according to our marketing program during your first 90 days of operation	Paid to designated vendor to promote the business (Section 12.1 of the Franchise Agreement)
Insurance Premiums for first year *(note 1 and 9)*	$1,200 - $5,000	Lump Sum or Periodic	Before commencing operations and as arranged	An insurance broker
Professional Fees *(note 1 and 12)*	$1,000 - $2,000	As Arranged	As incurred	Suppliers
Licenses and Permits *(note 1 and 13)*	$100 -$500	As Arranged	As incurred	Governmental agencies
Training Expenses *(note 1 and 14)*	$1,000 - $3,000	As Arranged	As incurred	Suppliers
Additional Funds – 6 months *(note 1 and 15)*	$20,000 - $35,000	As Arranged	As incurred	Suppliers, employees, utilities, etc.
TOTAL	$85,525 - $112,900			

Notes:

1. Except for the initial fees, all costs listed in the table are estimates only. Unless noted otherwise, all fees and payments described in this Item 7 are non-refundable.

2. The Initial Franchise Fee for a Next Day Access® Franchise is $28,800 to $32,000. The Franchised Business grants you the protected right to sell and rent approved products within an Area of Primary Responsibility (the "APR") that is specified by us and more fully described in your Franchise Agreement (Section 1). You have the option, but are not required, to purchase additional APR rights to sell and rent approved products within other county(ies) by paying an additional fee of $00.03 multiplied by the number of persons located within the county(ies)being purchased. The entire Initial Franchise Fee is fully earned and nonrefundable in consideration of administrative and other expenses incurred by us in granting this franchise and for our lost or deferred opportunity to enter into this Agreement with others; provided, however, that, if you (or your managing shareholder, partner or member) fail to complete the Initial Training Program to our satisfaction, we will have the right to terminate your Franchise Agreement.

3. The estimate provided would cover shelving for the storage of inventory, samples and marketing materials. We do not require you to acquire or lease real estate and have assumed you will operate the business out of your home. You may operate your Next Day Access® franchise from your personal residence. Note, however, that you may have restrictive covenants associated with your personal residence that will not allow you to do so. If you do not operate from your residence you will need to rent office and warehouse space. The rental of a storage and or office space is not reflected in the chart above.

4. The cost covers an initial supply of proprietary ramp and accessories along with individual items from our approved vendors to be used as sale and rental inventory.

5. This is the estimated cost for vinyl signage to be installed on any sales or installation truck which shall include the Next Day Access® web page, logo, and local number (no more than 5 years old of current year or approved by us). Wording and graphics must have prior approval by us before using.

6. We do require that the vehicle you use be in good condition and that you use this vehicle when on official business for your Franchised Business. You are responsible for maintaining and repairing these vehicles at your own expense. The estimated expense covers maintenance for a one-year period, and does not include gas or the expense to re-lease or purchase a new or used vehicle. This vehicle should display the graphics/signage we designate for that vehicle. You must keep each Vehicle in the highest degree of cleanliness, orderliness, sanitation and repair in accordance with the vehicles owner's manual. This line does not include the cost of the graphics/signage for that vehicle that we designate and you must purchase.

7. Vehicle Insurance will fluctuate with market and driving record. This estimate is for the first three months of coverage. See note 9

8. This estimated cost covers a list of miscellaneous hand tools which you will need to perform the basic daily duties. You may need to purchase these if you do not already own them.

9. Before opening, you must purchase the following insurance coverage for your Next Day Access® Business: $1,000,000 per occurrence of General Liability; $1,000,000 per occurrence of Products/Completed Operations; $2,000,000 of aggregate limit; $500,000 minimum workers' compensation (or more as the law requires); $1,000,000 of, hired, /non-owned automobiles liability, Business interruption covering and loss of income with extra expense. The Commercial General Liability policy shall name us as an additional insured, and shall specifically include additional insured rights for the "products/completed coverage grant." Your Insurer must commit not to cancel or amend the policy or policies without at least 30 days prior written notice to us. You must provide us with certificates of insurance evidencing the required coverage.

10. The estimated cost covers your office equipment (a cell phone, fax machine, file cabinet, desk, chair, and computer hardware and software and your Initial supply of office supplies). You are required to purchase computer equipment and to install such applications as we require and use it as directed by the Operations Manual or otherwise.

11. You must spend a minimum of $3,000 on local marketing within the first ninety (90) days of operation of your Next Day Access® Business.

12. The estimate would cover your initial consultation with legal and accounting professionals regarding this franchise opportunity.

13. Some states require additional licensing and permits to conduct certain types of business in that state. Most states require you to obtain a license to become a sales tax vendor.

14. This estimate includes the travel, food and lodging expenses of one or two persons to attend the 5-day initial training program in Bartlett, Tennessee.

15. This is an estimate of the amount of additional operating capital that you may need during the first six months after opening your Franchised Business. This estimate includes additional funds you may need to pay, including, but not limited to, employee salaries and wages, payroll taxes, utilities, fuel costs, credit card facility fees, such items as payroll taxes (including payroll to cover the pre-opening training period for your staff), legal and accounting fees, additional advertising, health and workers' compensation insurance, bank charges, miscellaneous supplies and equipment, staff recruiting expenses, state tax and license fees, deposits, prepaid expenses, and other miscellaneous items. The preceding list is by no means conclusive of the extent of possible categories of expenses. The expenses you incur during the start-up period will depend on factors such as local economic and market conditions, your business experience, and weather conditions. We cannot guarantee that you will not incur additional expenses in starting the business that may exceed this estimate or that you will not need additional funds after your first three months of operation. It is best to contact your accountant or financial advisor for further guidance.

16. **Conversion and Honored Veteran Franchise**. We have a program that allows existing business that are similar to the Franchised Business to be converted by their owner to the Franchised Business (a "Conversion Franchise"). We also offer a similar program to honorably discharged members of our Armed Services or their spouses for former members of the United States military retired from active duty because of service related disabilities or their spouses (an "Honored Veteran Franchise"). The only difference in the Initial Investment of a regular Franchised Business and one that is based on a Conversion Franchise is the amount of the Initial Franchise Fee, reduced from $32,000 to $28,800 for the Conversion Franchise or Honored Veteran Franchise. The requirements for startup and operations are the same for both the Standard and the Conversion Franchises. The Converting Franchise Owner will be required to pay additional fees not paid as an independent operator, such as Royalties and Marketing Fees. Except as described above, the cost associated with initiating operations as a Franchised Business do not vary between the two forms of the Franchised Business so no variation in the cost of opening and initially operating the Conversion Franchise should be expected.

ITEM 8: Restrictions On Sources Of Products And Services

You must purchase or lease all equipment that we approve and require for your Next Day Access®, including, the computer hardware, software, and tools, all as described in the Operations Manual. You must purchase all Next Day Access® products from our Parent (at then current prices and subject to the then current terms and conditions) or from other designated or approved supplier(s) we specify. Currently, our Parent is the only approved supplier of American Access Ramp products. You may not contract with other suppliers to purchase American Access Ramp products.

All equipment and products sold or offered for sale at the Next Day Access Business must meet our then-current standards and specifications, as established in the Operations Manual or otherwise in writing. Except as otherwise provided in the Franchise Agreement, you must purchase all equipment and products used or offered for sale at the Next Day Access® Business for which we have established standards or specifications solely from approved suppliers (including distributors and other sources) which demonstrate, to our continuing reasonable satisfaction, the ability to meet our standards and specifications, and who have been approved by us in the Operations Manual or otherwise in writing. If you desire to purchase products from a

party other than an approved supplier, you must submit to us a written request to approve the proposed products or suppliers, together with such evidence of conformity with our specifications as we may reasonably require. We have the right to require that our representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered for evaluation and testing either to us or to an independent testing facility that we designate. You must pay a charge not to exceed the reasonable cost of the evaluation and testing. We will use our best efforts, within ninety (90) days after our receipt of such completed request and completion of such evaluation and testing (if required by us), to notify you in writing of our approval or disapproval of the proposed supplier. You may not sell or offer for sale any products of the proposed supplier until you receive our written approval of the proposed supplier. We may from time to time revoke our approval of particular products or suppliers when we determine that such products or suppliers no longer meet our standards. Upon receipt of written notice of such revocation, you must cease to sell any disapproved products and cease to purchase from any disapproved supplier.

We do not provide you with specifications for approved products and do not make our specifications available to prospective suppliers.

The following table sets forth our estimates regarding the things we require you to purchase or lease from us or our approved vendors and suppliers relative to your total initial investment and annual operating expenses (not as a percentage of gross revenue).

GOODS/SERVICES	PERCENTAGE OF TOTAL INITIAL INVESTMENT	PERCENTAGE OF TOTAL ANNUAL OPERATING EXPENSES
Leasehold Improvements	Less than 1%	Less than 1%
Signs	Less than 1%	Less than 1%
Inventory	12% to17%	50%
Vehicles	2% to 3%	3%
Tools	Less than 1%	Less than 1%
Office Equipment and Supplies	Less than 1% to 2%	1%
Insurance	Less than 3% to 7%	3%

Our Parent, American Access derived $1,196,798 in gross revenue in 2016 for products purchased by Next Day Access® Franchisees. Brian Clark, Dave Clark, and, Paul Clark, who are each officers of our Company, each owns an interest in our Parent, American Access. No other officers own an interest in any approved supplier.

We do not provide material benefits to you based on your use of our designated or approved sources. There are no purchasing or distribution cooperatives at this time.

We may, at our option, negotiate purchase arrangements, including price terms, with suppliers for the benefit of franchisees. We have negotiated purchase arrangements for some products sold by franchisees, including the Additional Approved Products. In 2016, neither we nor our Parent, American Access received any revenues, rebates, or collected any fees from approved suppliers based upon purchases by the Next Day Access® Franchisees, but may do so in the future.

ITEM 9: Franchisee's Obligations

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

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	1.2	11
b. Pre-opening purchases/leases	5 and 7	5, 6, 7 and 8
c. Site development and other pre-opening requirements	5 and 7	11
d. Initial and ongoing training	6	6, 7 and 11
e. Opening	5	11
f. Fees	4	5, 6 and 7
g. Compliance with standards and policies / Operations Manual	7 and 9	8 and 11
h. Trademarks and proprietary information	8 and 9	13 and 14
i. Restrictions on products/services offered	7	8 and 16
j. Warranty and customer service requirements	Not Applicable	11
k. Territorial development and sales quota	1.3	12
l. Ongoing product/service purchases	7	8
m. Maintenance, appearance and remodeling requirements	7	6, 8 and 11
n. Insurance	13	6 and 7

o. Advertising	12	6, 7 and 11
p. Indemnification	20	6
q. Owner's participation/management/staffing	7.13 and 17.1	11 and 15
r. Records/reports	11	6
s. Inspections/audits	11.4	6 and 11
t. Transfer	14	17
u. Renewal	2	17
v. Post-termination obligations	17	17
w. Non-competition covenants	17	17
x. Dispute resolution	26	17

ITEM 10: Financing

Initial Franchise Fee

We do not finance any part of the Initial Franchise Fee. Neither we nor our Parent offer direct or indirect financing arrangements for any purpose in establishing or operating your Franchised Business. Neither we nor our Parent guarantee your promissory note, lease, or any other obligation you may make to others.

ITEM 11: Franchisor's Obligations

Except as described below, we are not required to provide you with any assistance.

Pre-Opening Obligations

Before commencing operation of your Next Day Access® Business, we are required to provide the following to you:

1. We will provide initial training to you (or your managing shareholder or partner) and 1 additional employee you choose (Franchise Agreement, Section 6.1);

2. We will provide you with guidance from time to time regarding operating issues concerning the Next Day Access® Business developed by trends, reports, data created by the franchise software and from on-site inspections we make. We will furnish this guidance to you, at our discretion, in the Operations Manual, bulletins, written materials, during telephone consultations and/or consultations at our office or your Next Day Access® Business (Franchise Agreement, Section 3.8); and

3. We will supply you with one paper copy of our Operations Manual at your initial training and you may request electronic access to the Operations Manual (via Internet, extranet,

or other electronic means) for the term of the Franchise Agreement upon your completion of our initial training program to our satisfaction (Franchise Agreement, Sections 3.5 and 9).

Continuing Obligations

After you commence operation of your Next Day Access® Business, we are required to provide the following to you:

1. We may, in our sole discretion, require you and/or previously trained and experienced employees to attend refresher training courses at such times and locations that we designate, and we may, in our sole discretion, charge reasonable fees for such courses (Franchise Agreement, Sections 6.2, 6.3 and 6.4);

2. We will furnish guidance to you from time to time, as we deem appropriate in our sole discretion, on the following matters in operating the Next Day Access® Business:

   a. Standards, specifications and operating procedures and methods utilized by the business;

   b. Purchasing required and recommended goods, equipment, materials, supplies and services;

   c. Advertising and marketing programs;

   d. Employee training; and

   e. Administrative, bookkeeping and accounting procedures (Franchise Agreement, Section 3.8).

3. During the initial 12 months of the term of the Franchise Agreement, our representative will, at times as we determine in our discretion, visit with you (at least once) in your APR or at a location agreeable to both parties to provide you with guidance in developing and operating your Next Day Access® Business. These visits may occur thereafter as we determine in our sole discretion. (Franchise Agreement, Section 3.3);

4. We reserve the right, at our option, to require you to attend 1 annual, national or regional meeting, seminar or convention for Next Day Access® franchisees for training or business purposes at your expense (Franchise Agreement, Section 6.3); and

5. At your request, we will furnish additional guidance and assistance relating to the operation of the Next Day Access® Business and in such a case may in our discretion charge the per diem fees and charges we establish from time to time. If you request, or if we require, additional or special training for your employees, you must reimburse us for all of the expenses that we incur in connection with such training, including per diem charges and travel and living expenses for our personnel (Franchise Agreement, Section 3.8).

Advertising Programs

Advertising Fund: We control an Advertising Fund (the "Brand Fund") to which all Next Day Access® franchisees are required to contribute. Payments to the Brand Fund are payable in the same manner as the Royalty due under the Franchise Agreement. If you operate a traditional Next Day Access® business, the amount you must pay to the Brand Fund is calculated as follows: (a) during your first year of operation or if your annual Gross Revenues for the prior fiscal year

was less than $300,000, you must contribute monthly 1% of Gross Revenues for the preceding month to the Brand Fund; (b) if your annual Gross Revenues for the prior fiscal year was equal to or greater than $300,000, you must contribute monthly 2% of Gross Revenues for the preceding month to the Brand Fund. We and our Parent may, but are not obligated to, contribute to the Brand Fund.

We direct all advertising programs of the Brand Fund, with sole discretion over the concepts, materials, and endorsements used in such programs and the geographic market and media placement and allocation of them. The Brand Fund's advertising may be disseminated in print, radio, or television, and may be local, regional, or national in scope. The source of the advertising is from in-house or Franchisor approved advertising. The Brand Fund, all contributions to it, and any of its earnings, are used exclusively to meet any and all costs of maintaining, administering, directing, conducting and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities which we believe will enhance the image of the System, including, among other things, the costs of preparing and conducting radio, cable television and print advertising campaigns; developing, maintaining, and updating a Web site on the Internet; direct mail advertising; marketing surveys; employing advertising and/or public relations agencies to assist therein; purchasing promotional items; and providing promotional and other marketing materials and services to the businesses operating under the System. Multiple copies of such materials will be furnished to you at our direct cost of producing them plus any related shipping handling and storage charges. (Franchise Agreement, Section 12.3). We will create ads and may solicit outside ad agencies for the same purpose. The Brand Fund is not now functioning and we have no intention of implementing the Brand Fund until a minimum of Twenty (20) Franchised Businesses are operating. When we start collecting these fees, we will provide you with advance written notice.

The Brand Fund will be accounted for separate from our other funds, and will not be used to defray any of our general operating expenses, except we retain the right to obtain reimbursement from the Fund for our out-of-pocket costs and expenses incurred in administering the Brand Fund to reimburse us for administrative costs and overhead incurred by us in any activities related to the administration of the Brand Fund and its programs, and a pro rata portion of the salaries of personnel who spend time on Fund-related matters. We may spend, on behalf of the Brand Fund, in any fiscal year, an amount that is greater or less than the aggregate contribution of all Next Day Access® businesses to the Brand Fund in that year and the Brand Fund may borrow from us or others to cover deficits or invest any surplus for future use. All interest earned on monies contributed to the Brand Fund will be used to pay advertising costs before other assets of the Brand Fund are expended. We will prepare an annual statement of monies collected and costs incurred by the Brand Fund and furnish the statement to you upon written request. The financial statements of the Brand Fund are not audited. We will account for contributions to the Brand Fund separate from other amounts we receive (Franchise Agreement 12.3.3). We will not use any monies contributed to the Brand Fund for the solicitation of the sale of franchises.

Except as indicated above, we do not receive payment for providing goods or services to the Brand Fund. The Franchise Agreement does not require us to spend any amount on advertising or

other promotions in your area. There is no assurance that any franchisee will receive benefits from the advertising fund in proportion to the amounts contributed by the franchisee to the advertising fund. (Franchise Agreement, Section 12.3.1).

The Brand Fund is intended to be of perpetual duration. However, we maintain the right to terminate the Brand Fund. The Brand Fund may not be terminated, however, until all monies in the Brand Fund have been expended for advertising and/or promotional purposes or returned to its contributors on the basis of their respective contributions during the preceding 3 month period. (Franchise Agreement, Section 12.3.5).

Advisory Council: We do not at this time have an advisory council composed of franchisees that advise us on advertising policies.

Local Advertising: For each month that your Next Day Access® Business is open for business, you must spend a minimum amount each month on local marketing, advertising, and promotion in such manner as we may direct in the Operations Manual or otherwise in writing from time to time. If you operate a traditional Next Day Access® business, your local advertising expenditure is calculated as follows: (a) during your first year of operation or if your annual Gross Revenue for the prior fiscal year was less than $300,000, you must spend each month a minimum of $800.00 or 4% of the Gross Revenue for the preceding month, whichever is greater; (b) if your annual Gross Revenue for the prior fiscal year was greater than or equal to $300,000 and less than $500,000, you must spend each month a minimum of 3% of the Gross Revenue for the preceding month; and (c) if your annual Gross Revenue for the prior fiscal year was equal to or greater than $500,000, you must spend each month a minimum of 2% of the Gross Revenue for the preceding month. Presently we have an approved Marketing Firm that handles a portion of your local marketing requirements. The cost for this service is credited towards your monthly local marketing spend requirement.

Currently, we do not have local or regional advertising cooperatives, but reserve the right to create them in the future in our sole discretion.

If we determine that you have not spent the requisite amounts, we may require you to pay such unexpended amounts into the Brand Fund. (Franchise Agreement, Section 12). Unless otherwise agreed to by us in writing, such marketing, advertising, and promotion must relate exclusively to the products you offer or sell under the Next Day Access® System. (Franchise Agreement, Section 12).

Web Site: Except as we otherwise approve in advance, you may not establish or maintain any World Wide Web site (a "Web Site"), or otherwise maintain a presence or advertise on the Internet or any other public computer network, in connection with your Next Day Access® Business. We reserve the right to require you to establish and maintain a Web site, at your expense, in connection with your Next Day Access® Business. In connection with your Web site, you must comply with the following requirements, in addition to those we may set forth in the Manuals or otherwise in writing.

You may only use Web materials, Web pages, Web site content which we have approved in advance in writing. You must promptly incorporate on, and remove from, your Web site any information we require. You must provide on your Web site all hyperlinks or other links we require. You are prohibited from using the Marks on your Web site except as we expressly permit. You are prohibited from posting or including any confidential information (as described in the Franchise Agreement) or any other copyrighted material or information on your Web site without our prior written approval. You must not modify your approved Web site without our prior written approval. We may provide you with materials for your Web site, which you must adapt and use, but we will at all times remain the owner of the copyrights for all material which appears on your Web site. You must obtain our prior written approval for each Internet domain name and/or home page address you use in connection with your Web site, and we will at all times remain the sole owner of the domain name and/or home page address for the Web site you maintain in connection with the Franchised Business. (Franchise Agreement, Section 12.5).

Computer System

We recommend you to use an e-tablet and a standard Windows-compatible computer with Microsoft Office® software, Customer Management software, and accounting software in the operation of your franchise as specified in the Operating Manual. We reserve the right to require you to purchase a specific brand of computer equipment that is configured in a specific manner that we believe in our sole opinion to be required for the Franchise Business to be operated effectively. You may also be required to purchase specific software applications and to maintain and update that software as we deem appropriate (see Franchise Agreement 7.18.1). Also, you will need a combined printer, facsimile machine, and scanner, in order to operate the franchise. We estimate that you will spend approximately $1,900 on the computer system and components described above. You will use the personal computer to generate reports, maintain office administrative records, and communicate with us through the Internet. It will be your responsibility to find an Internet Service Provider through which you can communicate with us.

You agree to maintain at your own expense a computer system that conforms to the requirements and formats we prescribe from time to time, including updating all computer software and hardware as required by us. We have the right, as often as we deem appropriate, including on a daily basis, to access all computer systems that you are required to maintain in connection with the operation of the Next Day Access℠ franchise and to monitor and retrieve all information relating to the franchise's operations. (Franchise Agreement, Section7.18.3). We estimate that the annual cost to upgrade and maintain your computer and software will be $500.

Operations Manual

The Table of Contents for the Operating Manual is attached as Exhibit J to this document. You will receive one (1) copy of the Operating Manual after you purchase the Franchised Business which is on loan to you to use to use in guiding the operation of that business and which must be returned on termination of your Franchise Agreement. The table of contents of our Operating Manual as of our last fiscal year-end is attached to this Disclosure Document as Exhibit J. It consists of a total of 115 pages.

Site Selection

You may operate the franchise from your home. You must submit to us a proposed location as a business address for billing and shipping for the franchise, and we reserve the right to approve your choice of location. Our approval will depend on whether the location is convenient for truck deliveries and accessible by you on a daily basis. You must obtain a location in time for you to commence operation of your franchise within 90 days after signing the franchise agreement.

Typical Length of Time Between Signing Franchise Agreement and Commencing Operation of Franchised Business

We estimate the length of time between the signing of the franchise agreement and commencing operation of the Franchised Business is sixty (60) days. Your ability to purchase or lease equipment, and purchase services, materials or supplies may affect this time period. You should commence operation of your Franchised Business within 90 days after signing of the franchise agreement and within 10 days after you have completed initial training to our satisfaction. Your failure to open the Next Day Access® Business within the time periods described shall be considered a material breach and default under the Agreement and will entitle us to terminate this Agreement pursuant to Section 15 of the Agreement.

Training Programs

Our current initial training program consists of 5 working days of training for you (or your managing shareholder, member, or partner), and 1 additional employee you elect to enroll in the training program to be furnished at our training facility in Bartlett, Tennessee or such other location or locations that we designate. On the job training will take place at your Franchised Business or at an existing Franchised Business near our training facilities in Bartlett, Tennessee. The initial training program will be conducted at our mutual convenience within sixty (60) days after signing of the franchise agreement. We do not have regularly scheduled training classes, as they are held on an as-needed basis. No other additional or refresher courses are required for you to commence operation of your franchise. You (or your managing shareholder, member, or partner), and your employees are required to complete the initial training to our satisfaction. You also are required to participate in all other activities required to operate the Franchised Business. Although we will furnish initial training to you (or your managing shareholder, member, or partner) and 1 additional employee at no additional fee or other charge, you will be responsible for all travel and living expenses which you (or your managing shareholder, member, or partner) and your employee incur in connection with training. If we determine that you (or your managing shareholder, member, or partner) are unable to complete initial training to our satisfaction, by written and/or oral exam or otherwise, we have the right to terminate the Franchise Agreement.

Instructional materials for the training program consist of the Operations Manual. Instructors include Brian Clark, David Clark, Paul Clark, and Jeffery Smallwood who are all listed In Item 2. Additional information about the experience of the instructors is described there.

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
Administration	4	0	Our training facility in Bartlett, TN or your Next Day Access® Business
Operations	8	0	Our training facility in Bartlett, TN or your Next Day Access® Business
Field Sales	12	0	Our training facility in Bartlett, TN or your Next Day Access® Business
Client Service	4	0	Our training facility in Bartlett, TN or your Next Day Access® Business
Installations	12	8	Our training facility in Jackson, TN or your Next Day Access® Business
Totals	**40**	**8**	

ITEM 12: Area

You will be granted the right to operate your Next Day Access® Business from a specific location, which we assume will be your personal residence. Note, however, that your personal residence may have restrictive covenants that prevent you from operating your Next Day Access® Business from that location. You will not receive an exclusive territory. We refer to your protected area as your Area of Primary Responsibility (the "APR"). You will operate your Next Day Access® Business from a specific location in your APR. Your APR will generally contain up to 1,000,000 persons. It also secures for you the non-exclusive right to do business in all of the surrounding county(ies) outside the Franchisee's APR except for those county(ies) for which the protected rights have been, or are in the future, purchased by another franchisee. We reserve the right to establish or operate, or license another person(s) to establish or operate, other Next Day Access® businesses under the System and the Marks within the area (except for the portion of the area designated as your APR). You may service or solicit business outside of your APR without our prior written consent. Next Day Access Corporate or its Parent may from time to time convey additional services to be performed at locations outside of your APR.

We (and our Parents) retain all rights not expressly granted to you in the Franchise Agreement, including, among others, the rights: (a) to sell, distribute, or license others to sell or distribute, directly or indirectly, any products and services other than Next Day Access® branded products sold through the Next Day Access® System, through any channels of distribution (including the Internet), at any location outside your APR under any proprietary marks (including the Marks); and (b) to establish, operate, and license others to establish or operate Next Day Access® businesses at any location outside your APR, on such terms and conditions as we deem

appropriate and without paying any compensation to you. You may face competition from outlets that we own, or from other channels of distribution or competitive brands that we control.

If we create National Accounts, we may designate any of your current or prospective customers as National Accounts without paying you any compensation except for compensation paid to you for participating in that customer's National Account program. If we establish a National Accounts program and you qualify to participate in it, you will have a first option to service National Account customers in your APR on behalf of the System, in accordance with the pricing and other terms that we have negotiated and any rules that we have prescribed as we may in our sole discretion determine to change them from time to time. You may not enter into conflicting arrangements with National Accounts. You may elect not to participate in any National Account Program, or to terminate your participation in the National Account program at any time by giving us at least 30 days' prior written notice. If you elect not to participate in a National Account Program or terminate your participation in the National Account program or if you fail to satisfy the conditions and obligations of any National Account, we have the right to service and/or authorize others to service National Account customers within your APR without any compensation to you as a result of such servicing by us or designation of another to provide such services. If you are subsequently willing and able to provide service within your APR, we will have no obligation to readmit you to the program or to transfer any National Account customer to you. We reserve to ourselves the unconditional right to sell on any terms and conditions that we see fit the business of a National Account in any APR in which we operate the business of that National Account as a result of our establishing that business or acquiring that business from you or any other of our franchisees or other legal entity.

As described in Item 1 above, our Parent, American Access has sold its proprietary ramp products in certain areas through dealers that also sell medical equipment. We do reserve the right to advertise by any medium similar or complimentary products under "house named brands" and sell these products through any lawful channel of distribution we find expedient. These house named brands will be available to you as approved products and services on the same terms and conditions as are the Next Day Access® products and services.

Neither we nor our Parent have established or have present plans to establish franchises, company-owned outlets or other channels of distribution offering and selling products and services similar to those to be offered by you under different trademarks. There are, however, no restrictions in the Franchise Agreement that would prohibit us from doing so.

Your rights in and to your APR and your Next Day Access® franchise are dependent on your attaining or exceeding $25,000 in monthly Gross Revenue at least once every 12 calendar months. (As defined in the Franchise Agreement, Section 7.3 and Section 1.3.3). We have the right, at our discretion, effective immediately upon delivery of written notice to you, to terminate the Franchise Agreement and all rights granted in the Franchise Agreement or terminate your APR protection described in the Franchise Agreement, if at the end of the initial twelve-month period (or any subsequent 12-month period) you have failed to attain $25,000 in monthly Gross Revenue at least once during the applicable 12-month period.

The definition of your APR, as well as any other terms of the Franchise Agreement, may not be changed without our and your written consent. You must not relocate your Next Day Access® Business without our prior written approval. We have the right, in our sole discretion, to withhold approval of any relocation request.

We generally do not grant any options, rights of first refusal or similar rights to obtain additional franchises. If you wish to obtain an additional franchise, you must enter into a separate Franchise Agreement for that franchise.

ITEM 13: Trademarks

You will be granted the right, by the Franchise Agreement, to establish and operate a Franchised Business under the Mark "Next Day Access®", and such other trademarks, trade names, and service marks as we may designate as part of the System.

We have registered the following trademark on the Principal Register of the United States Patent and Trademark Office:

MARK	REGISTRATION NUMBER	DATE OF REGISTRATION
Next Day Access	4,299,366	March 5, 2013

Our Trademark is registered in International Class 35 for "Retail store services featuring a wide variety of wheelchair access products and accessories." We have disclaimed the exclusive right to use the word "Access" apart from the mark as show. All required affidavits pertaining to this registration have been filed. At the appropriate times, we intend to renew the registrations and to file all appropriate affidavits.

We own the Next Day Access® design mark and intend to license the right to use the Mark to our Parent, American Access Inc. and permit our franchisees to use the Next Day Access® mark. Except for the license agreement ("License Agreement") between our Parent and us, there are no agreements currently in effect or proposed which significantly limit our right to use or license the use of the Marks which are in any manner material to the franchise. The term of the License Agreement with our Parent will be indefinite. Either American Access or we will be able to terminate the License Agreement and the rights granted under the License Agreement, with or without cause and by providing 30 days prior written notice to the other party. If the License Agreement is terminated, American Access will assume all of our rights and obligations relating to our marks under any effective franchise agreement.

You agree to use any future trademarks, service marks and trade names to which we make claim only in the ways we have approved in advance in writing as we have set forth in our Operations Manual or other written materials. You also agree to cease using any trademarks, service marks or trade names we determine to be no longer part of the Next Day Access® System standards, including the Next Day Access® trademark. We reserve the right, at our sole discretion, to modify, add to, or discontinue use of the Marks, or to substitute different marks for use in identifying the System and the business operating under the Marks. You must promptly comply with such changes, revisions and/or substitutions, and bear all the costs of modifying your signs, advertising materials, interior graphics and any other items which bear the Marks to conform therewith.

There are no currently effective material determinations at the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state, or any court, nor any pending infringement, opposition, or cancellation proceeding, nor any pending material litigation involving the Marks which may be relevant to their use in this state or otherwise.

We are not obligated, by the terms of the Franchise Agreement or otherwise, to protect your right to use the principal trademarks. You must promptly notify us of any suspected unauthorized use of the Marks, any challenge to the validity of the Marks, or any challenge to our license of, our right to use and to license others to use, or your right to use, the Marks. We have the sole right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement thereof. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks. We will defend you against any third party claim, suit, or demand arising out of your use of the Marks. If we, in our sole discretion, determine that you have used the Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, will be borne by us. If we, in our sole discretion, determine that you have not used the Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, will be borne by you. In the event of any litigation relating to your use of the Marks, you must execute any and all documents and do such acts as can, in our opinion, be necessary to carry out such defense or prosecution, including, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement, we agree to reimburse you for your out-of-pocket costs in doing such acts.

We have no actual knowledge of either superior prior rights or infringing uses that could materially affect your use of the Marks in the state where your franchise may be located.

ITEM 14: Patents, Copyrights And Proprietary Information

We own no rights in, or licenses to, any patents or pending patent applications.

You must operate your Next Day Access® Business in accordance with the standards, methods, policies, and procedures specified in the Operations Manual. The Operations Manual may consist of multiple volumes of printed text, computer disks, other electronically stored data and DVDs. You must treat the Operations Manual, any other manuals created for or approved for use in the operation of the Next Day Access® Business, and the information contained therein, as confidential, and you must use all reasonable efforts to maintain such information as secret and confidential. You may not copy, duplicate, record or otherwise reproduce the foregoing materials, in whole or in part or otherwise make them available to any unauthorized person. We consider this information to be part of our trade secrets.

We and our Parent have not registered any copyrights with the United States Copyright Office. There are no determinations of the United States Copyright Office or any court regarding any of our copyrights. Although we have not filed an application for copyright registration, we claim copyright protection for the Operations Manual, software, advertising materials, and other materials we give you for your use or for public dissemination, other proprietary information and publications we own or have acquired under license from a third party, and everything contained in the Operations Manual. All of this is our proprietary intellectual property.

We are not obligated by the Franchise Agreement, or otherwise, to protect any rights you have to use the copyrights or to defend you against claims arising from your use of the copyrights. We have no actual knowledge of any infringements that could materially affect the ownership, use or licensing of the copyrights. You may not use any of our copyrighted materials on the Internet without our written permission. This includes display of our copyrighted materials on commercial websites and social networking websites.

During the term of your Franchise Agreement, we may disclose in confidence to you, either orally or in writing, certain trade secrets, know-how, and other confidential information (collectively, "Proprietary Information") relating to the System, our business, or the management, operation, or any Proprietary Information (including without limitation all or any portion of the Manuals) to any other person, except to the extent necessary for your professional advisors and employees to perform their functions in the operation of the Franchised Business. You will be liable to us for any unauthorized use or disclosure of Proprietary Information by any of your employees or any other person to whom you disclose Propriety Information. You must take reasonable precautions to protect the Proprietary Information from unauthorized use or disclosure and must implement any systems, procedures, or training programs that we require. You must require anyone who may have access to the Proprietary Information to sign a non-disclosure agreement in a form satisfactory to us that identifies us as a third party beneficiary of the covenants with the independent right to enforce the agreement (Exhibit C and C.1 to the Franchise Agreement).

If you or your employees or owners develop any new concept, process or improvement in the operation or promotion of your Next Day Access® Business, you must promptly notify us and give us all necessary information about the new process or improvement, without compensation. You and your owners agree that any of these concepts, processes, or improvements will become our exclusive property, and we may use or disclose them to other franchisees, as we determine appropriate.

ITEM 15: Obligation To Participate In The Actual Operation Of The Franchised Business

During operating hours we recommend your Next Day Access® Business be under the direct, on-premises supervision of one of your principals, or another individual who has satisfactorily completed the Initial Training Program, which we reserve the right to approve in our sole discretion. At least one (1) individual who has completed our Initial Training Program must be on the Premises operating the Next Day Access® Business during all hours of operation specified by us in writing in the Operations Manual or otherwise in writing from time to time. Your on-premises supervisor is required to attend and satisfactorily complete our initial training program. There is no specific amount of equity interest that the on-premises supervisor must own, but we recommend on-premises supervision by you or one of your principal owners.

You must obtain and furnish to us signed non-competition and confidentiality covenants (attached as Exhibit C to the Franchise Agreement) from your employees having access to our confidential information, including your manager, assistant manager, and any sales representatives or installers acting as independent contractors. You are also bound by the non-competition provisions contained in the franchise agreement. You (or, if you are a corporation, partnership or limited liability company, your principals, general partners or members) and, at our request, the spouses of your principals, partners, or members must personally guarantee your obligations under the franchise agreement and execute a personal guarantee, attached to the Franchise Agreement as Exhibit D.

As security for the payment of all amounts from time to time owing by you to us under the Franchise Agreement and all other agreements between the parties, and performance of all obligations to be performed by you, you must grant to us a security interest in all of your assets, including all equipment, furniture, fixtures, and building and road signs, as well as all proceeds of the foregoing (the "Collateral"). The security interest will be prior to all other security interests held by financial institutions, if any. You may not remove the Collateral from the Premises without our prior written consent. Upon the occurrence of any event entitling us to terminate the Franchise Agreement or any other agreement between the parties, we will have all the rights and remedies of a secured party under the Uniform Commercial Code of the state in which the Franchised Business is located, including the right to take possession of the Collateral. Other than the Franchise Agreement, there are no documents that you must sign in connection with the security interest.

ITEM 16: Restrictions On What The Franchisee May Sell

You must (1) sell or offer for sale only the Ramps, Additional Approved Products, and such products and services as we have expressly approved for sale in writing; (2) sell or offer for sale all types of products and services we specify; (3) refrain from any deviation from our standards and specifications without our prior written consent; (4) discontinue selling and offering for sale any Ramps, Additional Approved Products, and other products or services which we may, in our discretion, disapprove in writing at any time; and (5) refrain from marketing, offering, or selling Ramps or Additional Approved Products independently of the other products sold or leased by the Franchised Business. We reserve the right to add additional authorized products and services that you must sell or offer for sale in your Franchised Business. Required or authorized goods and services, and designated or approved suppliers (which may be limited to or include us or our Parents) of goods, services, equipment, materials and supplies are set forth in our Operations Manual or otherwise in writing from time to time. We may periodically modify the Operations Manual as we determine and any such modifications may obligate you to invest additional capital in the Next Day Access® businesses and/or incur higher operating costs. The Franchise Agreement does not limit our right to make changes in the types of authorized goods and services.

ITEM 17: Renewal, Termination, Transfer And Dispute Resolution

This table lists certain important provisions in the Franchise Agreement. You should read these provisions in the Franchise Agreement attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Length of the franchise term	2.1	10 years.
b. Renewal or extension of the term	2.2	You have the right to renew the Franchise Agreement for 1 additional consecutive term of 10 years.

c. Requirements for you to renew or extend	2.2	Give written notice between 8 and 12 months before the end of the current term; make or provide for renovation and modernization of the Business as we reasonably require; not be in default of any agreement between us and you, or between any of our Parent and you; complied with such agreements during their terms; satisfied all obligations, including monetary obligations, due and owed to us or to our Parents, and met those obligations throughout the term of the Franchise Agreement; if you operate your Next Day Access® Business in any location other than your personal residence, you must present evidence that you have the right to remain in possession of the premises for the duration of the renewal term or obtain our approval for a new location; sign our then-current franchise agreement, which may have materially different terms and conditions than your original franchise agreement; sign a general release of us and our Parents; comply with our then-current qualification and training requirements; and pay us a renewal fee equal to 50% of the then current franchise fee.
d. Termination by you	15	You may not terminate the Franchise Agreement except by operation of law.
e. Termination by us without cause	Not Applicable	The Franchise Agreement does not contain such a provision.
f. Termination by us with cause	15	We have the right to terminate the Franchise Agreement with cause. Depending upon the reason for termination, we may not provide you an opportunity to cure.
g. "Cause" defined – curable defaults	15.3	We must provide you with an opportunity to cure the following deficiencies: if you fail to substantially comply with any of the requirements imposed by the Franchise Agreement or fail to carry out the terms of the Franchise Agreement in good faith; if you fail, refuse or neglect promptly to pay any monies owing to us or our Parent when due, or to submit the financial or other information required by us under the Franchise Agreement; if you fail to maintain or observe any of the standards or procedures prescribed by us in the Franchise Agreement, the Operations Manual, or otherwise in writing; except as otherwise provided in the Franchise Agreement, if you fail, refuse or neglect to obtain our prior written approval or consent as required by this Agreement; if, upon inspection by us or a government health inspector, your Next Day Access® Business is in violation of the health, safety, or

		sanitation standards prescribed by us in the Franchise Agreement, the Operations Manual, or otherwise in writing, or is in violation of any health or safety law, codes, or regulation; if you act, or fail to act, in any manner which is inconsistent with or contrary to your lease or sublease for the Premises, or in any way jeopardize your right to renewal of such lease or sublease; if you engage in any business or market any service or product under a name or mark which, in our opinion, is confusingly similar to the Proprietary Marks; or if you fail to comply with all applicable laws, rules and regulations related to the operation of the Next Day Access® Business (including, without limitation, the applicable provisions of the ADA regarding the construction, design and operation of the Next Day Access® Business)
h. "Cause" defined – non-curable defaults	15.1 and 15.2	We may terminate the Franchise Agreement without providing you an opportunity to cure the following deficiencies: if you fail to open and operate the business within the applicable time limit; if you or your designated manager fail to complete the Initial Training Program to our satisfaction; if you at any time cease to operate or otherwise abandon the business for 5 consecutive business days; if you fail to attain or exceed $25,000 in monthly Gross Revenue at least once every 12 calendar months after execution of the Franchise Agreement; if you or any of your principals, officers, or directors are convicted of a felony, a crime involving moral turpitude, or any other crime or offense that we believe is reasonably likely to have an adverse effect on the System, the marks, the goodwill associated with the business or if you, any of your principals, officers, or directors engage in any behavior that we believe is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated with the business; if a threat or danger to public health or safety results from the construction, maintenance, or operation of your business; if you purport to assign or transfer any direct or indirect interest in the Franchise Agreement without complying with the requirements under the Franchise Agreement; if you fail to comply with the confidentiality and non-competition covenants set forth in the Franchise Agreement; if you intentionally under-report your Gross Revenue; if you knowingly maintain false books or records or submit any false reports or other documentation to us; if you misuse or make any unauthorized use of the Marks or any other identifying characteristics of the System; if you refuse to permit us to inspect the Premises, or the books, records or accounts of your business upon demand; if you, after curing any default, commit the same default again; if you sell products not previously approved by us, or purchase any product from a supplier not previously approved by us; if you (or any of your owners) have made any material misrepresentation to us or any other party or omission in

		connection with your purchase of the business; or if we cure any default by you relating to a transfer of the business; or if you become insolvent or make a general assignment for the benefit of creditors; a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; you are adjudicated bankrupt or insolvent; a bill in equity or other proceeding for the appointment of a receiver of you or other custodian for your business or assets is filed and consented to by you; a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any state or federal law should be instituted by or against you; a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedes bond is filed); you are dissolved; execution is levied against your business or property; suit to foreclose any lien or mortgage against the Premises or equipment is instituted against you and not dismissed within thirty (30) days; or the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal, or constable.
i. Your obligations on termination/ non-renewal	16	Cease operations; cease use of confidential information and Marks; cancel any assumed name registration or equivalent registration obtained by you which contains any Mark; at our option you must assign the lease or sublease for the Premises; pay all amounts due to us; pay liquidated damages calculated in accordance with the Franchise Agreement, return the Operations Manual and all confidential information; cease to use any Next Day Access® business domain name, URL, or home page address, and shall not establish any Website using any similar or confusing domain name, URL, and/or home page address; comply with all post-termination covenants, assign all customer accounts and contracts to our designee, and sell us any equipment that we elect to purchase.
j. Assignment of contract by us	14.1	We have the right to transfer or assign all or any part of our rights or obligations under the Franchise Agreement to any person or legal entity.
k. "Transfer" by you – defined	14.2 and 14.3	You may not transfer any interest in the Franchise Agreement or Franchisee, or sell substantially all of the assets of the Franchised Business, without our prior written consent.

l. Our approval of transfer by you	14.3	Any purported assignment or transfer, by operation of law or otherwise, not having our written consent required by the Franchise Agreement, will be null and void.
m. Conditions for our approval of transfer	14.3	We may impose any or all of the following conditions on our approval of your proposed transfer: you have satisfied your accrued monetary obligations and other obligations to us and our Parents; you are not in default of any agreement between us and you, or between any of our Parent and you; you sign a general release of us; the transferee enter into a written assignment, assuming and agreeing to perform your obligations under the Franchise Agreement, and that you guarantee the performance of all such obligations; the transferee shows to us that it meets our standards, as specified in the Franchise Agreement; the transferee sign our then-current form of franchise agreement; you remain liable for all of your obligations to us in connection with the Franchised Business which arose prior to the transfer; the transferee complete our training programs; and you pay a $10,000 transfer fee to us.
n. Our right of first refusal to acquire your business	14.5	We will have the option to purchase the seller's interest on the same terms and conditions offered by a third party.
o. Our option to purchase your business	16.10	On termination or expiration, we have the option to purchase from you any or all of the assets related to the operation of the Franchised Business at fair market liquidation value, or 60% of your original investment, whichever is less.
p. Your death or disability	14.6	Upon the death or mental incapacity of any person with any interest in the Franchise Agreement, in you, or in substantially all of the assets of the Franchised Business, the executor, administrator, or personal representative must transfer the deceased's interest to a third party approved by us within 6 months after his/her death. Such transfers will be subject to the same conditions as any other transfer.

q. Non-competition covenants during the term of the franchise	17.2	You must not (a) divert or attempt to divert any present or prospective business or customer of any Next Day Access® business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System; (b) employ or seek to employ any person who is at that time employed by us, our Parents, or by any of our other franchisees, or otherwise directly or indirectly induce such person to leave his or her employment; or (c) own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any retail business which is the same as, or substantially similar to, an Next Day Access® business; or offers to sell or sells Ramps, Additional Approved Products, or other services, equipment, products or items which are the same as, or substantially similar to, any of the services, equipment, product or other items offered by an Next Day Access® business.
r. Non-competition covenants after the franchise is terminated or expires	17.3	You must not, for a continuous uninterrupted period of 2 years following the transfer, termination or expiration of the Franchise Agreement own, maintain, operate, engage in, be employed by, provide assistance to, or have any interest in (as owner or otherwise) any retail business that is the same as, or substantially similar to, an Next Day Access® business; or offers to sell or sells Ramps, Additional Approved Products, or other services, equipment, products or items which are the same as, or substantially similar to, any of the services, equipment, product or other items offered by an Next Day Access® business, and that is, or intended to be, operated within: (i) the "APR" (as defined in the Franchise Agreement); (ii) 100 miles of the Location; or (iii) 100 miles of the Location of other any other Next Day Access® business in operation or under construction.
s. Modification of the Agreement	24	The Franchise Agreement may only be modified by written agreement signed by both parties.
t. Integration/ merger clause	24	The terms of the Franchise Agreement and the representations contained in this Disclosure Document are binding (subject to state law). Any other promises may not be enforceable.

u. Dispute resolution by arbitration or mediation	26.2 and 26.4	Except as otherwise provided, all disputes and claims relating to the Franchise Agreement must be settled by mediation and litigation against us in Shelby County, Tennessee.
v. Choice of forum	26.4	Any action whether or not arising out of, or relating to the Franchise Agreement, brought by you (or any of your principals) against us, must be brought in Shelby County, Tennessee. We have the right to commence an action against you in any court of competent jurisdiction and nothing prohibits us from removing an action from state court to federal court.
w. Choice of law	26.1	Subject to state law, the Franchise Agreement will be interpreted and construed under the laws of Tennessee, the conflicts provisions of which that would apply the law of another state being specifically disclaimed.

Some states have enacted statutes which may supersede certain provisions of the Franchise Agreement, including provisions concerning termination, transfer, and renewal of your franchise, choice of forum, or choice of law. See the applicable state addendum for additional information.

ITEM 18: Public Figures

There are no public figures involved in the sale of this franchise.

ITEM 19: Financial Performance Representations

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing any 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 Brian Clark, at

3150 Stage Post Drive, Suite 101, Bartlett, TN 38133 (Tel. 901-386-1830), the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: List of Outlets

Table No. 20.1 SYSTEM-WIDE OUTLET SUMMARY FOR YEARS 2014 TO 2016

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2014	10	9	-1
	2015	9	12	+3
	2016	12	12	0
Company-Owned	2014	1	1	0
	2015	1	1	0
	2016	1	2	+1
Total Outlets	2014	11	10	-1
	2015	10	13	+3
	2016	13	14	+1

Table No. 20.2 TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR)

FOR YEARS 2014 TO 2016

State	Year	Number of Transfers
South Carolina	2014	0
	2015	1
	2016	0
Total	2014	0
	2015	1
	2016	0

Table No. 20.3 STATUS OF FRANCHISED OUTLETS FOR YEARS 2014 TO 2016

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Georgia	2014	1	0	0	0	0	1	0
	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
North Carolina	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
South Carolina	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Tennessee	2014	2	0	0	0	0	0	2
	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
Texas	2014	3	0	0	0	0	0	3
	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	0	3
Utah	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Wisconsin	2014	1	0	0	0	0	0	1
	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Massachusetts	2014	0	0	0	0	0	0	0
	2015	0	2	0	0	0	0	2
	2016	2	0	0	0	0	1	1
Colorado	2014	0	0	0	0	0	0	0
	2015	0	1	0	0	0	0	1
	2016	1	0	0	0	0	0	1
Pennsylvania	2014	0	0	0	0	0	0	0
	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
Total	2014	10	0	0	0	0	1	9
	2015	9	3	0	0	0	0	12
	2016	12	1	0	0	0	1	12

Table No. 20.4 STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2014 TO 2016

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Tennessee	2014	1	0	0	0	0	1
	2015	1	0	0	0	0	1
	2016	1	0	0	0	0	1
Indiana	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0
	2016	1	0	0	0	0	1
Total	2014	1	0	0	0	0	1
	2015	1	0	0	0	0	1
	2016	2	0	0	0	0	2

Table No. 20.5 PROJECTED OPENINGS OF FRANCHISED BUSINESSES FROM JANUARY 1, 2017 TO DECEMBER 31, 2017

State	Franchise Agreements Signed but Business Not Operational (As of 12/31/2016)	Projected Franchised New Business in the 2017 Fiscal Year	Projected Company Owned Openings in the 2017 Fiscal Year
California	0	1	0
Arizona	0	1	0
Ohio	0	2	0
Illinois	0	1	0
Alabama	0	1	0
Oklahoma	0	1	0
Arizona	0	1	0
Arkansas	0	1	0
Georgia	0	0	2
Virginia	0	1	0
Total	0	10	2

A list of our current franchisees and the addresses and telephone numbers of their outlets is attached as Exhibit C to this Disclosure Document. Also listed in Exhibit C to this Disclosure Document is the name, city and state, and last known telephone number of each franchisee that had an outlet transferred, terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or has not communicated with Next Day Access® within the 10 weeks preceding the date of this application. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No franchisees have signed confidentiality clauses during the last three fiscal years that restrict their ability to speak with you about their franchised business.

ITEM 21: Financial Statements

Attached as Exhibit D to this Disclosure Document are our audited Balance Sheet and corresponding Statements of Operations, Stockholder's Equity and Cash Flows as of December 31, 2013, December 31, 2014 and as of December 31, 2015. These financial statements were prepared in accordance with accounting principles generally accepted in the United States of America and have been audited by an independent certified public accountant. Our fiscal year ends on December 31.

ITEM 22: Contracts

The following agreements and contracts are attached as exhibits to this Disclosure Document:

E	Franchise Agreement (with Exhibits)
F	Franchise Disclosure Questionnaire
G	Conversion Amendment
H	Honored Veteran
I	Release Agreement

ITEM 23: Receipts

A receipt in duplicate is attached to this disclosure document as Exhibit L. You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to us.

EXHIBIT A TO FDD: List of State Administrators

California	Department of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7505 or (866) 275-2677 (Toll Free)
Hawaii	Business Registration Division Securities Compliance Department of Commerce and Consumer Affairs 335 Merchant St. Honolulu, Hawaii 96813 (808) 586- 2722
Illinois	Franchise Division Office of Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
Indiana	Franchise Section Indiana Securities Division Secretary of State, Room E-018 302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681
Maryland	Office of Attorney General Division of Securities 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360
Michigan	Dept. of Attorney General Consumer Protection Div. Franchise Section 525 W. Ottawa St. G. Mennen Williams Bldg. 1st Floor Lansing, MI 48913 (517) 373-1837
Minnesota	Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, Minnesota 55101 (651) 296-4026
New York	New York State Department of Law 120 Broadway, 23rd Floor New York, New York 10271 (212) 416- 8000
North Dakota	Office of Securities Commissioner 600 East Boulevard, Fifth Floor, Dept. 414 Bismarck, North Dakota 58505 (701) 328-4712

Rhode Island	Division of Securities 1511 Pontiac Ave. Bldg. 69-1 Cranston, Rhode Island 02920 (401) 462-9585
South Dakota	Division of Securities 445 East Capital Pierre, South Dakota 57501 (605) 773-4823
Texas	Secretary of State Statuary Documents Section P.O. Box 12887 Austin, TX 78711
Virginia	State Corporation Commission 1300 E. Main Street, Ninth Floor Richmond, Virginia 23219 (804) 371- 9627
Washington	Department of Financial Institutions Securities Division 150 Israel Rd. S.W. Tumwater, Washington 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions 345 W. Washington St. 4th Floor Madison, Wisconsin 53703 (608) 266-3364

EXHIBIT B to FDD: List of Agents for Service of Process

State	Agent for Service of Process
California	Commissioner of Corporations Department of Corporations 320 West 4th Street, Suite 750 Los Angeles, California 90013
Delaware	Corporation Trust Company 1209 Orange Street Wilmington, Delaware 19805
Hawaii	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Illinois Attorney General Attorney General's Office 500 South Second Street Springfield, Illinois 62706
Indiana	Indiana Secretary of State 201 State House Indianapolis, Indiana 46204
Maryland	Maryland Securities Commissioner Office of the Attorney General 200 St. Paul Place Baltimore, Maryland 21202-2020
Michigan	Michigan Attorney General 670 Law Building Lansing, Michigan 48913
Minnesota	Commissioner of Commerce Department of Commerce 857th Place East, Suite 500 St. Paul, Minnesota 55101-2198
New York	Secretary of State of the State of New York One Commerce Plaza 99 Washington Ave. Albany, New York 12231-0001

North Carolina	Joseph L. Sampson, III 123 South 17th Street Wilmington, NC 28401
North Dakota	North Dakota Securities Commissioner Office of Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, North Dakota 58505
South Dakota	Director, Division of Securities 445 East Capitol Avenue Pierre South Dakota 57501
Rhode Island	Director of Business Regulation Division of Banking and Securities 233 Richmond Street, Suite 232 Providence, RI 02903-4232
Virginia	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219
Washington	Director, Washington Department of Financial Institutions 150 Israel Rd SW Tumwater, WA 98501
Wisconsin	Wisconsin Securities Commissioner 101 East Wilson Street Madison, Wisconsin 53701
Tennessee	Paul Clark 3150 Stage Post Drive, Suite 101 Bartlett, TN 38133-4104

EXHIBIT C to FDD: List of Current and Former Franchisees

CURRENT Next Day Access® FRANCHISEES

Franchisee	Address and of Business	Contact Name	Telephone Number
David Beiner	7447 Crow Court Colorado Springs, CO 80908	David Beiner	719-219-9887
Ramped Up Access, LLC	308 Englewood Drive Lafayette, LA 70503	Claiborne Self	337-654-5499
Colt Accessibility Prod. Inc.	12235 Beach Blvd. Dr. Suite 9 Stanton, CA 90680	Eric Smith	714-240-8023
DBG Industries, LLC	53 Lakeview Ave. Tewksbury, MA 01876	David Gunzburger	617-969-7267
South East Access, LLC	16 Ash Road Southport, NC 28416	Dennis Long	910-338-2249
Mobility Solutions, Inc.	1740 Carney Winters Rd. Ashland City, TN 37015	John King	615-766-3420
East Tennessee Access, Inc.	8640 Thorncliff Fwy Cordova, TN 38016	Robert Routh	901-679-5046
North Texas Access, LLC	4312 Spring Valley Dallas, TX 75244	David Self	214-295-7219
Next Day Access Texas, Inc.	314 E. Nakoma Dr. Ste. W2 San Antonio, TX 78216	Virginia Dill	956-212-6690
Gearheart, LLC	2775 S. 300 W. Salt Lake City, UT 84115	Jerry Gearheart	801-263-3180
Castle Rock Access, LLC	800 Carmichael Rd. #136 Hudson, WI 54016	Chris Bakalars	612-418-0574
Tamarac Access, LLC	1980 Spruce Hollow Rd. Homer City, PA 15748	Aaron Rahn	724-787-1163

FORMER Next Day Access® FRANCHISEES

Former Franchisee	Former Location	Last Known Telephone Number	Reason for Leaving the System
Chapman Home Access, LLC	305 Maple Drive Vidalia, GA 30474	912-245-9189	Deceased
Palmetto Access, LLC	30 Blenhein Ct. Sumter, SC 29154	803-774-4393	Sold to another existing franchisee

EXHIBIT E TO FDD: Franchise Agreement

FRANCHISE AGREEMENT

Next Day Access

Next Day Access, LLC

(a Tennessee Limited Liability Company)

3150 Stage Post Drive, Suite 101

Bartlett, TN 38133

(800) 423-0751

www.nextdayaccess.com

info@nextdayaccess.com

FRANCHISE AGREEMENT

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Next Day Access®

FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") is made and entered into this ___day of _____, 20___, by and between Next Day Access, LLC, a limited liability company formed under Tennessee law, with its principal business address at 3150 Stage Post Drive, Suite101, Bartlett, TN 38133 (referred to in this Agreement as "we, "us" or "our"), and _____, a _____with its principal place of business at _____ _____(referred to in this Agreement as "you", "your" or "owner").

RECITALS:

WHEREAS, we have expended and continue to expend considerable time and effort in the development of a distinctive format and system (the "System") for businesses that engage in the sale and rental of ramps ("Ramps"), and additional, related products and accessories as described in our Operating Manual from time to time, which currently include inclined and vertical lift systems, pool lift systems, patient lifts to move clients from the bed, floor safety materials, automatic door openers, and home modifications/devices such as grab bars and poles, and such other related goods and services that enhance the quality of life of physically disabled or challenged persons as we may specify from time to time (collectively, "Additional Approved Products");

WHEREAS, the distinguishing characteristics of the System include, without limitation: distinctive business formats, methods, procedures, designs, layouts, standards and specifications, all of which may be changed, improved and further developed by us from time to time;

WHEREAS, the System is identified by means of certain trade names, service marks, trademarks, logos, and indicia of origin, including, but not limited to, "Next Day Access®," as are now designated and may hereafter be designated by us in writing for use in connection with the System (collectively, the "Proprietary Marks");

WHEREAS, we continue to develop, use, and control the use of such Proprietary Marks in order to identify for the public the source of services and products marketed under those Marks and under the System, and to represent the System's high standards of quality, appearance, and service;

WHEREAS, you desire to enter into the business of operating a Next Day Access® Business under our System and Proprietary Marks, and wish to enter into an agreement with us for that purpose, and to receive the training and other assistance we provide in connection therewith; and

WHEREAS, you understand and acknowledge the importance of our high standards of quality and service and the necessity of operating the business franchised hereunder in conformity with our standards and specifications.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, agree as follows:

1. GRANT

1.1 Grant of Franchise. We grant to you the right, and you undertake the obligation, upon the express terms and conditions set forth in this Agreement, to establish and operate a Next Day Access® Business under the Proprietary Marks and the System (the "Next Day Access® Business" or the "Franchised Business"), and to use the Proprietary Marks and the System, as they may be changed and improved from time to time at our sole discretion, solely in connection with that business and only at the location set forth in Section 1.2 of this Agreement.

1.2 Approved Location. You shall operate the Franchised Business only at a location approved by us (the "Approved Location"). You may operate the Next Day Access® Business from your personal residence; however, if in our sole opinion the space available there is not sufficient to effectively operate the Franchised Business, you must lease storage space, at your sole cost, sufficient to store all products purchased by you pursuant to this Agreement. Further, if your personal residence has restrictive covenants that prevent the operation of the Next Day Access® Business from it, you must locate and obtain our approval to operate from a commercial location. The exact street address of the Approved Location is listed on Exhibit A, entitled APR Agreement, to this Agreement. You shall not relocate the Franchised Business without our prior written approval which we can refuse to grant in our reasonable discretion, even if you move your personal residence.

1.3 Your Area of Primary Responsibility. You shall operate the Next Day Access® Business only within the county (ies) described in Exhibit A ("Approved Location", or "Area of Primary Responsibility" or "APR"). Except as otherwise provided in this Agreement, during the term of this Agreement, we retain the right but have no obligation to establish, operate or to license any other person the right to establish or operate a Next Day Access® Business. Except as specifically provided in Section 1.4, we retain the rights, among others, on any terms and conditions we deem advisable, and without granting you any rights therein:

1.3.1 To establish and operate, and license others to establish and operate, a Next Day Access® Business under the System and the Proprietary Marks at any location outside your Area of Primary Responsibility (see Franchise Agreement Section 1.4), notwithstanding the proximity to your APR or the Approved Location and

1.3.2 To sell or distribute, or license others to sell or distribute, directly or indirectly, any products and services other than Next Day Access® branded products and services sold through the Next Day Access® System, through any distribution channels (including, without limitation, the Internet), at any location whether within or outside your APR under any proprietary marks (including the Proprietary Marks);

1.3.3 To terminate the territorial protection described in Section 1.4 hereof if you fail to attain or exceed twenty five thousand dollars ($25,000) in monthly Gross Revenue at least once during each twelve (12) calendar months of this Agreement. The foregoing remedy shall be in addition to any other remedies we may have under this Agreement.

1.4 Your "Area of Primary Responsibility"("APR"). You have the right to operate the Franchised Business within the county(ies) listed on Exhibit A. This/These county(ies)is/are your Area of Primary Responsibility. You may also purchase additional protected rights to other county(ies) at the time you close on the purchase of the APR at a reduced fee of $00.015 times the population of the additional persons in each county(ies). If you do so, those additional rights you purchased will become a part of your Area of Primary Responsibility, effective with the closing of the purchase. If you purchase rights to expand your Area of Primary Responsibility to other county(ies) after you purchase the franchised business, the cost of the(se) additional county(ies)is $00.03 per person in each of the county(ies) being purchased. If there are other Franchisees in such county(ies), then such desired county(ies) may not be available. We will refer all business leads to you that we have received in connection with Next Day Access Business (either at our Corporate Office or from our Franchisee's) to the extent that such leads required installation at a location at a location with in your Area of Primary Responsibility. You have the right of first refusal to all such business referred from us. You must accept the referral within 4 hours of receiving notice or we have the right to either refer it to any other Franchisee who has the non-exclusive right to operate in the area or to any dealer who sells and installs our or any of our affiliates' products or we may take it ourselves.

1.5 Alternate Channels of Distribution. You shall offer and sell products only from the Next Day Access Business and only in accordance with the requirements of this Agreement and the procedures set forth in the Operating Manual, as defined in Section 3.5 below.

1.6 Supplementing the System. You acknowledge that we may, in our sole discretion, (a) supplement, improve, change, and otherwise modify the System from time to time, and (b) supplement, improve, change, remove and otherwise modify the Ramps and Additional Approved Products from time to time. You agree to comply with all of our requirements in that regard, including, without limitation, offering and selling new or different products, services, or merchandise as specified by us.

2. TERM AND RENEWAL

2.1 Term. This Agreement shall be in effect upon our acceptance and execution and, except as otherwise provided herein, the term of this Agreement shall be ten (10) years from the date first above written, unless this Agreement is sooner terminated pursuant to its terms.

2.2 Renewal. Upon the expiration of the term of this Agreement, you may, subject to the following conditions, renew this Agreement for one (1) additional consecutive term of ten (10) years. We may require, in our sole discretion, that any or all of the following conditions be met prior to such renewal:

2.2.1 You shall give us written notice of your election to renew no fewer than eight (8) months nor more than twelve (12) months prior to the end of the then-current term;

2.2.2 You shall make or provide for, in a manner satisfactory to us, such renovation and modernization of the premises of the Next Day Access Business as we may reasonably require, including, without limitation, purchase of additional or

replacement equipment and renovation of signs to reflect the then-current standards and image of the System;

2.2.3 You shall not be in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between you or any of your affiliates and us or our subsidiaries or affiliates; and, in our reasonable judgment, you shall have substantially complied with all the terms and conditions of such agreements during the terms thereof;

2.2.4 You shall have satisfied all monetary obligations due and owed by you to us and our subsidiaries and affiliates, and to the Next Day Access® Brand Fund, and shall have timely met those obligations throughout the term of this Agreement;

2.2.5 If you operate your Next Day Access® Business in any location other than your personal residence, you shall present evidence satisfactory to us that you have the right to remain in possession of the Premises for the duration of the renewal term or shall obtain our approval, which may be withheld in our sole discretion, of a new location for the Next Day Access® Business for the duration of the renewal term;

2.2.6 You shall, at our option, execute our then-current form of franchise agreement (but only for such renewal terms as are provided by this Agreement) and other ancillary agreements, which shall supersede this Agreement in all respects, and the terms of which may differ materially from the terms of this Agreement, including, without limitation, increasing your required royalty fees, advertising contributions, and other fees, as determined by us, except that you shall not be required to pay an initial franchise fee and your APR shall remain the same and all other terms and conditions of the new Agreement shall be the same or more favorable to you than the then current form of franchise agreement in use by us;

2.2.7 You shall execute a General Release, in a form prescribed by us, of any and all claims, known or unknown, that you might have against us or our subsidiaries or affiliates, or their respective officers, directors, agents, or employees in the form we require as of the date of renewal;

2.2.8 You shall comply with our then current qualification and training requirements;

2.2.9 You shall pay us a renewal fee in the amount equal to 50% of the then current franchise fee; and

2.2.10 You shall be current with respect to your obligations to lessor, suppliers, and any others with whom you do business.

3. OUR DUTIES

3.1 Specifications. We may furnish you, at no charge to you, specifications for a Next Day Access® Business, including requirements for image, equipment, signs and other procedures.

You acknowledge that such specifications shall not contain the requirements of any federal, state or local law, code or regulation (including without limitation those concerning the Americans with Disabilities Act or similar rules governing public accommodations or commercial facilities for persons with disabilities).

3.2 Training. We shall provide the training as set forth in Section 6 hereof.

3.3 On-Site Assistance. During the initial twelve (12) months of the term of this Agreement, our representative shall, at times we determine in our discretion, visit with you one (1) time in your APR or at a location agreeable to both parties to provide you with guidance in developing and operating the Next Day Access® Business. Thereafter such visits may occur up to one (1) time per year as we determine in our sole discretion.

3.4 Advertising and Promotional Materials. We may make available to you advertising and promotional materials at your expense.

3.5 Manuals. We will supply you with, on loan, one paper copy of our confidential operations manual (the "Operating Manual") at your initial training and we may grant you electronic access to the Operating Manual, if you request such access.

3.6 Inspections. We will conduct, as we deem advisable in our sole discretion, inspections of the Premises and your operation of the Next Day Access® Business at any time during your regular business hours and with or without notice to you.

3.7 Equipment and Inventory. We will provide to you a list of initial equipment and a list of the initial inventory that you will be required to obtain as well as list of the permitted sources from which you may obtain such equipment, products and inventory for the Next Day Access® Business.

3.8 Ongoing Advice. During the term of this Agreement, we will advise you from time to time regarding operating issues concerning the Next Day Access® Business disclosed by reports you submit to us or on-site inspections we make. Such guidance will, in our sole discretion, be furnished in our Operating Manual, in bulletins or other written materials, during telephone consultations and/or consultations at our offices, or through the Internet. In addition, we will furnish guidance to you from time to time, as we deem appropriate in our sole discretion, on the following matters concerning the System; standards, specifications and operating procedures and methods to be utilized; purchasing required and recommended goods, equipment, materials, supplies and services; advertising and marketing programs; employee training; and administrative bookkeeping and accounting procedures. At your request, we will furnish additional guidance and assistance relating to the operation of the business and, in such a case, we may, in our discretion, charge the per diem fees and charges we establish from time to time in the Operating Manual or otherwise in writing.

3.9 Next Day Access® Brand Fund. We shall have the right, without the obligation, to establish and administer a brand promotion fund in the manner set forth in Section 12 hereof.

3.10 Performance by Designee. You acknowledge and agree that any duty or obligation

imposed on us by this Agreement may be performed by any designee, employee, or agent of us, as we may direct.

3.11 Fulfilling Our Obligations. In fulfilling our obligations pursuant to this Agreement, and in conducting any activities or exercising any rights pursuant to this Agreement, we (and our subsidiaries and affiliates) shall have the right: (a) to take into account, as we see fit, the effect on, and the interests of, other Franchised Businesses and Systems in which we have an interest and on our own activities and the activities of our subsidiaries and affiliates; (b) to share market and product research, and other proprietary and non-proprietary business information, with other franchised businesses and systems in which we have an interest or our subsidiaries or affiliates have an interest, or with our subsidiaries or affiliates; (c) to introduce proprietary and non-proprietary items or operational equipment used by the System into other franchised systems in which we have an interest; and/or (d) to allocate resources and new developments between and among systems, and/or our subsidiaries or affiliates, as we see fit.

4. FEES

4.1 Initial Franchise Fee. You shall pay to us, on execution of this Agreement, a nonrefundable initial franchise fee of $32,000 (the "Initial Franchise Fee"). If you are a Conversion Franchise or an Honored Veteran Franchise, you shall pay to us, on execution of this Agreement, a nonrefundable initial franchise fee of $28,800. The entire Initial Franchise Fee is fully earned and non-refundable in consideration of administrative and other expenses incurred by us in granting this franchise and for our lost or deferred opportunity to enter into this Agreement with others.

4.2 Royalty Fee. You shall pay to us a continuing royalty fee in the amount of Eight Percent (8%) on the first $500,000 Gross Revenue annually, with a minimum royalty payment of $500 per month after your initial 6 month period. For annual Gross Revenues above $500,000, you shall pay to us a continuing royalty fee in the amount of Six Percent (6%). The term "Gross Revenue" means all revenues generated from the sale or lease of Product and any other revenue you derive from operating your Next Day Access® Business conducted upon, from or with respect to the Next Day Access® Business, whether such sales are evidenced by cash, check, credit, charge, account, barter or exchange. Gross Revenue shall include, without limitation, monies or credit received from the sale of products and services, from tangible property of every kind and nature, business interruption insurance, promotions or otherwise. Gross Revenue shall not include good faith refunds, adjustments, credits and allowances actually made by your Next Day Access® Business in compliance with the Operating Manual. Gross Revenue shall also exclude any sales taxes or other taxes collected from customers by you and paid directly to the appropriate taxing authority.

4.3 Brand Promotion Expenditures and Contributions. You shall make monthly expenditures and contributions for advertising and brand promotion as specified in Section 12 hereof.

4.4 Payments. All payments to us required by Sections 4.2 and 12 hereof shall be paid on or before the 10th day of the calendar month based on the Gross Revenue from the preceding month. We reserve the right to require that all such payments be made by electronic fund transfer or direct deposit. Any payment or electronic payment not actually received by us on or before the

10th calendar day of the month shall be deemed overdue. If any payment is overdue by thirty (30) days or more, you shall pay us immediately upon demand, in addition to the overdue amount, interest on such amount from the date it was due until received by us, at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by applicable law, whichever is less. In addition, if any monthly report required by Section 11 below is not received when due, all payments owed by you for such month shall be deemed overdue until such reports are received by us, regardless of whether payment was actually made, and you shall be responsible for applicable interest as described in this Paragraph 4.4. Entitlement to such interest shall be in addition to any other remedies we may have. You shall not be entitled to set off any payments required to be made under this Section 4 against any monetary claim you may have against us. However, you acknowledge and agree that we have the right to set off any amounts that we may be required to pay to you under this Franchise Agreement against amounts that you or your owners owe to us.

4.5 Bank Account. You shall deposit all revenues from operation of the Franchised Business into one bank account within two (2) days of receipt, including cash, checks, credit card receipts or the value of other forms of payment. We have the right to require, in the Operating Manual or otherwise in writing, that you make Royalty payments and other payments required under this Agreement directly to a bank or such other financial institution account specified by us, at the times and with the frequency designated by us, by electronic funds transfer, direct deposit, or such other reasonable commercial means as we may specify from time to time, notwithstanding any other provisions of this Agreement, and you agree to comply with such requirement. To facilitate this method of payment, you shall furnish us, our bank, or other financial institution, and any other recipient of payment, with such information and authorizations as may be necessary to permit such payment in such manner. You shall bear all expenses, if any, associated with such authorizations and payments. You agree to execute any and all documents as may be necessary to effectuate and maintain the electronic funds transfer, as we require. In the event you change banks or accounts for the bank account required by this Section 4.5, you shall, prior to such change, provide such information and documentation as required in this Section 4.5. Your failure to provide such information concerning the bank account required by this Section 4.5 or any new account or your withdrawal of authorization as required hereunder for whatever reason shall be a breach of this Agreement.

5. OPENING OF FRANCHISED BUSINESS

5.1 Business Development. You shall develop, maintain, renovate or construct, and equip, the Next Day Access® Business at your own expense. You shall comply with any and all specifications that we provide for a Next Day Access® Business, including requirements for image, equipment, signs and other procedures.

5.2 Licensing. You shall be responsible, at your own expense, for obtaining all zoning classifications, permits, certifications, and clearances required for the lawful establishment and operation of the Next Day Access® Business, including, but not limited to, certificates of occupancy and business licenses, which may be required by federal, state or local laws, ordinances, or regulations, or which may be necessary or advisable owing to any restrictive covenants relating to the Premises or required by the lessor.

5.3 Commencement Criteria. You agree not to commence operation of the Next Day Access® Business until:

5.3.1 You have completed the Initial Training Program to our satisfaction;

5.3.2 All amounts then due to us or our affiliates have been paid;

5.3.3 We have been furnished with copies of all insurance policies required by this Agreement, or such other evidence of insurance coverage and payment of premiums as we request; and

5.3.4 We have been furnished with such evidence as we reasonably request that you possess such necessary equipment as we require for you to operate the Next Day Access® Business pursuant to our Operating Manual.

5.4 Opening Deadline. You shall commence operation of the Next Day Access® Business within ten (10) days after you have completed Initial Training Program to our satisfaction but in no event shall it be more than 90 days after the date of execution of this Agreement. The parties agree that time is of the essence in the opening of the Next Day Access® Business and that your failure to open the Next Day Access® Business within the time periods described in this Section 5.4 shall be considered a material breach and default under this Agreement and will entitle us to terminate this Agreement pursuant to Section 15 hereof.

5.5 ADA Certification. If the Next Day Access® Business is not located at your personal residence, prior to opening the Next Day Access® Business, you shall execute and deliver to us an ADA Certification in the form attached to this Agreement as Exhibit B, to certify to us that the Next Day Access® Business and any proposed renovations comply with the ADA.

6. TRAINING

6.1 Initial Training Program. Before the Next Day Access® Business commences operations, the following individuals shall attend and complete to our satisfaction the initial training program ("Initial Training Program"): (a) you (or, if you are a corporation, partnership or limited liability company, your managing shareholder, partner or member); and (b) one additional employee you elect to enroll in the Initial Training Program. We shall have the right to approve those persons who attend the Initial Training Program and to require fewer or additional persons to attend the Initial Training Program as we determine in our sole discretion. In the event you (or your managing shareholder, partner or member) or your employee fail, in our sole discretion, to successfully complete the Initial Training Program, to our satisfaction, we have the right to terminate this Agreement pursuant to Section 15 hereof.

6.1.1 The Initial Training Program consists of five (5) working days of training for you (or your managing shareholder, partner or member) and your employees to be furnished at our training facility or at an operating Next Day Access® Business that we designate.

6.1.2 No other additional or refresher courses are required for you to commence

operation of the Next Day Access® Business.

6.2 Subsequent Employees. At your option, any persons subsequently employed by you shall, prior to the assumption of duties, also attend and complete to our satisfaction the Initial Training Program and pay the then-current training fee designated in the Operating Manual or otherwise in writing from time to time by us. We may require you to pay us fees for training your new employees hired after your Next Day Access® Business commences operations.

6.3 Additional Programs. You (or your managing shareholder, partner or member) and your employees who attend the Initial Training Program or who are designated from time to time shall attend such additional courses, seminars and other training programs as we may reasonably require from time to time. We reserve the right to require you (or your managing shareholder, partner or member) and your employees to attend an annual national or regional meeting, seminar or convention for Next Day Access® franchisees for training or business purposes.

6.4 Training Fee and Expenses. All training programs required by this Agreement shall be at such times and places as may be designated by us. We shall furnish the Initial Training Program to you (or your managing shareholder, partner or member) and one (1) additional employee at no additional fee or other charge. You shall be responsible for any and all expenses incurred by you or your employees in connection with attending the Initial Training Program and all other such programs, including, without limitation, the costs of transportation, lodging, meals, and wages.

7. YOUR DUTIES

7.1 Operating Standards. You understand and acknowledge that every detail of the System and the Franchised Business is important to you, us, and other Next Day Access® businesses in order to develop and maintain high operating standards, to increase the demand for the products sold by all franchised businesses operating under the System, to protect and enhance our reputation and goodwill, to promote and protect the value of the Proprietary Marks, and other reasons.

7.2 Adherence to Standards and Specifications. To insure that the highest degree of quality and service is maintained, you shall operate the Next Day Access® Business in strict conformity with such methods, standards, and specifications as we may from time to time prescribe in the Operating Manual or otherwise in writing. You agree:

7.2.1 To maintain in sufficient supply, as we may prescribe in the Operating Manual or otherwise in writing, and to use at all times, only such types, models and brands of products, equipment (including, but not limited to, a vehicle for use in the Franchised Business) in the model and bearing the signage we require, the tools, and the computer hardware and software), materials and supplies from a supplier or suppliers designated or approved by us that conform to our written standards and specifications, and to refrain from deviating from it by the use of nonconforming items, without our prior written consent;

7.2.2 To sell or offer for sale only the Ramps, Additional Approved Products, and

such other products, equipment and services as have been expressly approved for sale in writing by us; to refrain from any deviation from our standards and specifications without our prior written consent; and to discontinue selling and offering for sale any Ramps, Additional Approved Products, and other products, merchandise, equipment, and services which we may, in our discretion, disapprove in writing at any time;

7.2.3 To refrain from marketing, offering, or selling Ramps or Additional Approved Products independently of the other products sold or leased by the Next Day Access® Business;

7.2.4 To purchase all equipment, materials, products, supplies and services from suppliers as we approve and designate in the Operating Manual or otherwise in writing from time to time;

7.2.5 To refrain from selling or renting any equipment or products at any type of location prohibited by Next Day Access® in the Operating Manuals or otherwise in writing from time to time;

7.2.6 To refrain from selling or advertising any equipment, other products, merchandise, or services hereunder on the Internet without our prior, written approval;

7.2.7 To use, in the operation of the Franchised Business, such standards, specifications, and procedures as prescribed by us, which may relate to any one or more of the following with respect to the Next Day Access® Business:

7.2.7.1 Replacement of obsolete or worn out equipment;

7.2.7.2 Terms and conditions of the sale and delivery of, and terms and methods of payment for goods, services, including direct labor, materials and supplies that you obtain from us, our affiliates or others;

7.2.7.3 Sales, marketing, advertising and promotional programs and materials and media used in such programs;

7.2.7.4 Staffing levels for the Next Day Access® Business; matters relating to the overall method of operation of the Next Day Access® Business; communication to us of the identities of the Next Day Access® Business' personnel; and qualifications, training, dress and appearance of employees;

7.2.7.5 Days and hours of operation of the Next Day Access® Business;

7.2.7.6 Participation in market research and testing of goods and services;

7.2.7.7 Acceptance of credit cards, other payment systems and check verification services;

7.2.7.8 Participation in any intranet or extranet computer network we

establish and maintain for Next Day Access® franchisees (and to execute such agreement(s) and pay such fees as we reasonably require in connection therewith); bookkeeping, accounting, data processing and record keeping systems and forms; methods, formats, content and frequency of reports to us of sales, revenue, financial performance and condition; and furnishing tax returns and other operating and financial information to us;

7.2.7.9 Sell or rent any products hereunder outside of your APR and not sell or rent any products hereunder in the APR of another Next Day Access® franchisee. You must coordinate with us for referring sales or customers, including existing account and customers, located outside your APR to us or other Next Day Access® franchisees and must turn over accounts and customers that are located outside of your APR to us or other Next Day Access franchisees;

7.2.7.10 Types, amounts, terms and conditions of insurance coverage required to be carried for the Next Day Access® Business and standards for underwriters of policies providing required insurance coverage; our protection and rights under such policies as an additional named insured; required or impermissible insurance contract provisions; assignment of policy rights to us; periodic verification of insurance coverage that must be furnished to us; our right to obtain insurance coverage for the Next Day Access® Business at your expense if you fail to obtain required coverage; our right to defend claims; and similar matters relating to insured and uninsured claims;

7.2.7.11 Adhering to good business practices and observing high standards of honesty, integrity, fair dealing and ethical business conduct in all dealings with customers, suppliers and us; and

7.2.7.12 Regulation of such other aspects of the overall operation and maintenance of the Next Day Access® Business that we determine from time to time to be useful to preserve or enhance the efficient operation, image or goodwill of the Marks and Next Day Access® Businesses.

7.3 Minimum Revenue. You shall attain or exceed Twenty Five Thousand Dollars ($25,000) in monthly Gross Revenue at least once during every twelve (12) calendar months of this Agreement.

7.4 Fixtures, Furnishings, and Office Equipment. You shall purchase and install, at your expense, all fixtures, furnishings, office equipment (including, without limitation, a facsimile machine, telephone(s), computer, printer, and cash register or point-of-sale recording system), décor, and signs as we may reasonably direct from time to time. If you operate your business from any location other than your personal residence, you shall refrain from installing or permitting to be installed on or about the Premises, without our prior written consent, any fixtures, furnishings, equipment, décor, signs or other items not previously approved as meeting our standards and specifications.

7.5 Sources of Products. You must purchase or lease all equipment that we approve and

require for the Franchised Business, including, but not limited to, the computer hardware and software, tools, and the Next Day Access® Vehicle (meeting the specification we require including bearing the signage we provide), all as described in the Operating Manual.

7.5.1 You must purchase all Next Day Access® products from our affiliate (at then current prices and subject to the then current terms and conditions) or from other designated supplier(s) we specify.

7.5.2 All equipment and products sold or offered for sale at the Next Day Access® Business shall meet our then-current standards and specifications, as established in the Operating Manual or otherwise in writing. Except as otherwise provided in Section 7.5.1, you shall purchase all equipment and products used or offered for sale at the Next Day Access® Business for which we have established standards or specifications solely from approved suppliers (including distributors and other sources) which demonstrate, to our continuing reasonable satisfaction, the ability to meet our standards and specifications, and who have been approved by us in the Operating Manual or otherwise in writing. If you desire to purchase products from a party other than an approved supplier, you shall submit to us a written request to approve the proposed supplier, together with such evidence of conformity with our specifications as we may reasonably require. We shall have the right to require that our representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered for evaluation and testing either to us or to an independent testing facility that we designate. You shall pay a charge not to exceed the reasonable cost of the evaluation and testing. We shall use our best efforts, within ninety (90) days after our receipt of such completed request and completion of such evaluation and testing (if required by us), to notify you in writing of our approval or disapproval of the proposed supplier. You shall not sell or offer for sale any products of the proposed supplier until you receive our written approval of the proposed supplier. We may from time to time revoke our approval of particular products or suppliers when we determine, in our sole discretion, that such products or suppliers no longer meet our standards. Upon receipt of written notice of such revocation, you shall cease to sell any disapproved products and cease to purchase from any disapproved supplier. You agree that you shall use products purchased from approved suppliers solely for the purpose of operating the Next Day Access® Business and not for any other purpose, including, without limitation, resale. Nothing in the foregoing shall be construed to require us to make available to prospective suppliers standards and specifications that we, in our sole discretion, deem confidential.

7.6 Financing. You agree, at your own expense, to secure all financing required to develop and operate the Next Day Access® Business.

7.7 Licensing and Permits. You agree, at your own expense, to research the requirements for and obtain all permits and licenses required to operate the Next Day Access® Business.

7.8 Inventory. At the time the Next Day Access® Business opens, you shall stock the initial inventory of equipment, materials, products, ramps, ramp accessories, and supplies as prescribed by us in the Operating Manual or otherwise in writing. Thereafter, you shall stock and maintain all types of equipment and approved products in quantities sufficient to meet reasonably anticipated customer demand. You agree to immediately notify us if an approved supplier

substitutes an unapproved product in place of an approved product. We are not liable to you for any loss or damage, or deemed to be in breach of this Agreement, if we cannot deliver, or cause to be delivered, or if our affiliates or designated sources or approved suppliers cannot deliver, all of your orders for goods, merchandise, equipment, supplies, etc. where such things are out-of-stock or discontinued.

7.9 Inspections. You shall permit us and our agents to enter upon the Premises at any time during regular business hours, with or without notice, for the purpose of conducting inspections. In connection with such inspections, we shall have the right to speak with you, any of your employees or customers; take audio or video recordings and photographs; remove samples of any goods, materials or supplies for testing and analysis; and conduct such other activities as we deem appropriate in our sole discretion. You shall cooperate with our representatives in such inspections by rendering such assistance as they may reasonably request, including presenting customers with such evaluation forms as we may periodically prescribe, and, upon notice from us or our agents, and without limiting our other rights under this Agreement, shall take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. If deficiencies are detected during any inspection, and we subsequently conduct a re-inspection in our sole discretion, you shall be responsible for our costs and expenses of such re-inspection. Should you, for any reason, fail to correct any deficiencies within a reasonable time as determined by us, we shall have the right, but not the obligation, to correct any deficiencies which may be susceptible to correction by us and to charge you a reasonable fee for our expenses in so acting, payable to us upon demand. The foregoing shall be in addition to such other remedies we may have.

7.10 Advertising and Promotional Materials. You shall ensure that all graphics, signs, advertising and promotional materials, decorations and other items specified by us bear the Proprietary Marks in the form, color, location, and manner prescribed by us.

7.11 Maintenance of Premises and Vehicle. You shall maintain the Premises (including any adjacent public areas and storage facility) and Vehicle in a clean, orderly condition and in excellent repair; and, in connection therewith, you shall, at your own expense, make such additions, alterations, repairs and replacements thereto (but no others without our prior written consent) as may be required for that purpose, including, without limitation, such periodic repainting or replacement of obsolete signs, furnishings, equipment and décor as we may reasonably direct.

7.12 Refurbishment and Replacement. We reserve the right to require you to refurbish or replace, once every five (5) years, the Premises and/or Vehicle and other equipment, at your expense, to conform to the building design, trade dress, color schemes and presentation of the Proprietary Marks in a manner consistent with the then-current image for new Next Day Access® Businesses. Such refurbishment may include, without limitation, installation of new equipment, remodeling, redecoration and modifications to existing improvements.

7.13 On-Premises Supervision. During operating hours, the Next Day Access® Business shall be under the direct, on-premises supervision of one of your principals, or another individual who has satisfactorily completed the Initial Training Program, which we reserve the right to

approve in our sole discretion. At least one (1) individual who has completed our Initial Training Program shall be on the Premises operating the Next Day Access® Business during all hours of operation specified by us in writing in the Operating Manual or otherwise in writing from time to time. You shall take such steps as are necessary to ensure that your employees preserve good customer relations; render competent, prompt, courteous and knowledgeable service; and meet such minimum standards, including, without limitation, such attire as we may reasonably require, as we may establish from time to time in the Operating Manual. You and your employees shall handle all customer complaints, refunds, returns and other adjustments in a manner that will not detract from our name and goodwill. You shall be solely responsible for all employment decisions and functions of the Next Day Access® Business, including, without limitation, those related to hiring, firing, training, wage and hour requirements, record-keeping, supervision, and discipline of employees. We will not be a employer of your employees, with the parties explicitly adopting the employment relationship regime created by TCA § 50-1-208.

7.14 Changes to the System. You shall not implement any change, amendment or improvement to the System without our express prior written consent. You shall notify us in writing of any change, amendment or improvement in the System which you propose to make, and shall provide to us such information as we request regarding the proposed change, amendment or improvement. You acknowledge and agree that we shall have the right to incorporate the proposed change, amendment or improvement into the System and shall thereupon obtain all right, title and interest therein without compensation to you.

7.15 Compliance with Lease. You shall comply with all the terms of your lease or sublease, if any exists, and all other agreements affecting the operation of the Next Day Access® Business; promptly furnish us a copy of your lease, upon request; shall undertake best efforts to maintain a good and positive working relationship with your landlord and/or lessor; and refrain from any activity which may jeopardize your right to remain in possession of, or to renew the lease or sublease for, the Premises.

7.16 Health and Safety Standards. You shall meet and maintain the highest health and safety standards and ratings applicable to the operation of the Next Day Access® Business. You shall furnish to us immediately upon the receipt thereof, a copy of all health inspection reports and any violation or citation which indicates your failure to maintain federal, state, or local health or safety standards in the operation of the Next Day Access® Business. You must have taken immediate steps to cure such violations provided that, if it is possible to cure such violations. Your failure to cure, or demonstrate you have taken immediate steps to cure such violations within seventy-two (72) hours shall constitute grounds for immediate termination pursuant to Section 15.3.5 herein. If you fail to correct any health or safety issue violation within the required time frame, we shall also have the right, but not the obligation, to enter the Premises, without notice, at any time during regular business hours to cure any health or safety violation at the Next Day Access® Business and require you to reimburse us for all out-of-pocket costs and expenses incurred by us to affect such cure.

7.17 Restrictions on Prices. We reserve the right to require you to comply with price maintenance restrictions (both minimum and maximum) we set on rental or sale prices for specific products, merchandise, or services offered and sold by you as required in the Operating

Manual, including but not limited to National Accounts,, or as otherwise directed by us in writing from time to time.

7.18 Computer System and Required Software.

7.18.1 We shall have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware be used by you, including without limitation: (a) back office and point of sale systems, data, audio, and video, systems for use at the Next Day Access® Business; (b) printers and other peripheral hardware or devices; (c) archival back-up systems; (d) Internet access mode and speed; and (e) physical, electronic, and other security systems (collectively, the "Computer System").

7.18.2 We shall have the right, but not the obligation, to develop or have developed for us, or to designate: (a) computer software programs that you must use in connection with the Computer System (the "Required Software"), which you shall install at your expense; (b) updates, supplements, modifications, or enhancements to the Required Software, which you shall install at your expense; (c) the tangible media upon which you record data; and (d) the database file structure of the Computer System.

7.18.3 At our request, you shall purchase or lease, and thereafter maintain, the Computer System and, if applicable, the Required Software. There is no limitation on the number of times that we may require you to make these purchases. We shall have the right at any time to remotely retrieve and use such data and information from your Computer System or Required Software that we deem necessary or desirable. You expressly agree to strictly comply with our standards and specifications for all items associated with your Computer System and any Required Software in accordance with our standards and specifications. You agree, at your own expense, to keep your Computer System in good maintenance and repair and install such additions, changes, modifications, substitutions, and/or replacements to your Computer System or Required Software as we direct from time to time in writing. You agree that your compliance with this Section 7.18 shall be at your sole cost and expense.

7.19 Storage Space. You shall lease sufficient storage space to store your purchased products during the term of this Agreement.

8. PROPRIETARY MARKS

8.1 Our Representations. We represent with respect to the Proprietary Marks:

8.1.1 We are the owner of all right, title, and interest in and to the Proprietary Marks.

8.1.2 We have the right to use, and to license others to use, the Proprietary Marks.

8.1.3 We have taken and will take all steps reasonably necessary to preserve

and protect the ownership and validity of the Proprietary Marks.

8.2 Your Use of the Marks. With respect to your use of the Proprietary Marks, you agree that:

8.2.1 You shall use only the Proprietary Marks designated by us, and shall use them only in the manner that we authorize and permit;

8.2.2 You shall use the Proprietary Marks only for the operation of the Next Day Access® Business and only at the Approved Location and on the Vehicle, or in advertising or promotional materials for the Next Day Access® Business used at or conducted from the Approved Location;

8.2.3 Unless otherwise authorized or required by us, you shall operate and advertise the Next Day Access® Business only under the name "Next Day Access®" and shall use all Proprietary Marks without prefix or suffix. You shall not use the Proprietary Marks as part of your corporate or other legal name or as part of an Internet domain name or Internet e-mail address;

8.2.4 During the term of this Agreement, and any renewal or extension hereof, you shall identify yourself as the independent franchised owner of the Next Day Access® Business (in the manner required by us) in conjunction with any use of the Proprietary Marks, including, but not limited to, on invoices, order forms, receipts, business stationery, and contracts with all third parties or entities, as well as the display of such notices in such content and form and at such conspicuous locations as we may designate in writing;

8.2.5 Your right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of our rights and will entitle us to exercise all of our rights under this Agreement in addition to all rights available at law or in equity;

8.2.6 You shall not use the Proprietary Marks to incur any obligation or indebtedness on behalf of us;

8.2.7 You shall execute any documents deemed necessary by us to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability;

8.2.8 You shall promptly notify us of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to our ownership of, our right to use and to license others to use, or your right to use, the Proprietary Marks. You acknowledge that we have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement thereof. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. We shall defend you against any third party claim, suit, or demand arising out of your use of

the Proprietary Marks. If we, in our sole discretion, determine that you have used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by us. If we, in our sole discretion, determine that you have not used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by you. In the event of any litigation relating to your use of the Proprietary Marks, you shall execute any and all documents and do such acts as may, in our opinion, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement, we agree to reimburse you for your out-of-pocket costs in doing such acts; and

8.2.9 You shall not attempt to register or otherwise obtain any interest in any Internet domain name or URL containing any of the Proprietary Marks, or any portion thereof, or any other word, name, symbol or device which is likely to cause confusion with any of the Proprietary Marks

8.3 Acknowledgments. You expressly understand and acknowledge that:

8.3.1 We are the owner of all right, title, and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them, and we have the right to use, and license others to use, the Proprietary Marks in accordance with the terms of this Agreement;

8.3.2 The Proprietary Marks are valid and serve to identify the System and those who are authorized to operate under the System;

8.3.3 During the term of this Agreement and after its expiration or termination, you shall not directly or indirectly contest the validity of our ownership of, or our right to use and to license others to use, the Proprietary Marks;

8.3.4 Your use of the Proprietary Marks does not give you any ownership interest or other interest in or to the Proprietary Marks;

8.3.5 Any and all goodwill arising from your use of the Proprietary Marks shall inure solely and exclusively to our benefit, and upon expiration or termination of this Agreement and the license granted herein, no monetary amount shall be assigned to you or any of your principals, affiliates, subsidiaries, successors, licensees or assigns as attributable to any goodwill associated with your use of the System or the Proprietary Marks;

8.3.6 Except as specified in Section 1.3 hereof, the license of the Proprietary Marks granted hereunder to you is nonexclusive, and we have and retain the rights, among others: (a) to use the Proprietary Marks ourselves in connection with selling products, merchandise, and services; (b) to grant other licenses for the Proprietary Marks; (c) to develop and establish other systems using the Proprietary Marks, similar

proprietary marks, or any other proprietary marks; and (d) to grant licenses thereto without providing any rights therein to you.

8.3.7 We reserve the right, in our sole discretion, to modify, add to, or discontinue use of the Proprietary Marks, or to substitute different proprietary marks, for use in identifying the System and the Next Day Access® Businesses operating there under. You agree promptly to comply with such changes, revisions and/or substitutions, and to bear all the costs of modifying your signs, advertising materials, interior graphics and any other items which bear the Proprietary Marks to conform therewith. Your use of any such modified or substituted proprietary marks shall be governed by the terms of this Agreement to the same extent as the Proprietary Marks.

9. CONFIDENTIAL OPERATIONS MANUAL

9.1 Standards of Operation. In order to protect our reputation and goodwill and to maintain high standards of operation under the System, you shall operate the Next Day Access® Business in accordance with the standards, methods, policies, and procedures specified in the Operating Manual. Upon your completion of the Initial Training Program to our satisfaction, we will supply you, on loan, with one (1) paper copy of our operations manual ("Operating Manual") and upon your request we will provide you with electronic access to the Operating Manual (via Internet, extranet, or other electronic means) for your use during the term of this Agreement only. The Operating Manual may consist of multiple volumes of printed text, computer disks, other electronically stored data, DVDs, and videotapes.

9.2 Confidentiality. You shall treat the Operating Manual, any other manuals created for or approved for use in the operation of the Next Day Access® Business, and the information contained therein, as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential pursuant to Section 10 below. You shall not copy, duplicate, record or otherwise reproduce the foregoing materials, in whole or in part, or otherwise make the same available to any unauthorized person.

9.3 Exclusive Property. The Operating Manual shall remain the sole property of us and shall be kept in a secure place on the Premises. If any paper copy of the Operating Manual provided by us is lost, destroyed or significantly damaged, you agree to obtain a replacement copy at our then-applicable charge.

9.4 Revisions to Manuals. We may from time to time revise the contents of the Operating Manual, and you expressly agree to comply with each new or changed standard. You shall ensure that the Operating Manual is kept current at all times. We have the right to maintain all or any portions of the Operating Manual in written or electronic form, including, without limitation, on one or more Website. If we maintain the Operating Manual in electronic form or on one or more Website, you agree (a) to install, maintain, and upgrade continually throughout the term of this Agreement and as required by us in the Operating Manual and in writing from time to time, at your sole expense, a commercially reasonable high speed Internet connection to provide access to such portions of the Operating Manual; (b) to make one copy of such portion of the Operating Manual and to maintain such copies and their contents as secret and confidential; and (c) neither

you nor any of your principals or employees shall make any electronic copy of any portion of the Operating Manual. In the event of any dispute as to the contents of the Operating Manual, the terms of the master electronic copy (or, if unavailable, the paper copy) maintained by us at our home office shall be controlling. All revisions that we make to the Operating Manual shall be made by us in good faith and shall reflect commercially reasonable standards.

10. CONFIDENTIAL INFORMATION

10.1 Confidential Information. You shall not, during the term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person, partnership, association, limited liability company or corporation any confidential information, knowledge or know-how concerning the methods of operation of the business franchised hereunder, including, without limitation, the Operating Manual, knowledge of specifications for and suppliers of certain goods, services, equipment, materials and supplies, product costs, accounting methods, including both paper and electronic spreadsheets, knowledge of the operating results and financial performance of other Next Day Access® Businesses, your customer lists, customer accounts, and customer information, whether developed by us, you independently, or with our assistance, management tools, or advertising which may be communicated to you or of which you may be apprised by virtue of your operation under the terms of this Agreement ("Confidential Information"). You shall divulge such Confidential Information only to such of your employees as must have access to it in order to operate the Franchised Business. Any and all information, knowledge, know-how, techniques and other data which we designate as confidential shall be deemed confidential for purposes of this Agreement.

10.2 Confidentiality Agreements. You shall require your manager, assistant manager, other such personnel having access to any of our Confidential Information, and any sales representative or installer acting as an independent contractor to execute non-competition covenants and covenants that they will maintain the confidentiality of information they receive in connection with their employment by, affiliation or independent contractor relationship with you at the Next Day Access® Business. Such covenants shall be in the form attached hereto as Exhibit C.

10.3 Irreparable Injury. You acknowledge that your failure to comply with the requirements of this Section 10 will cause us irreparable injury, and you agree to pay all court costs and reasonable attorneys' fees incurred by us in obtaining specific performance of, or an injunction against violation of, or other legally enforceable relief obtained by us in connection with the requirements of this Section 10.

11. ACCOUNTING AND RECORDS

11.1 Weekly Gross Sales. You shall record all sales on a point-of-sale recordkeeping and control system designated by us, or on any other equipment specified by us in the Operating Manual or otherwise in writing. You shall maintain a monthly record of all Gross Sales on a spreadsheet provided by us, or by such other means designated by us at our sole discretion. You shall provide us with such monthly record no later than the tenth day of each calendar month in the form we prescribe, via telefax or electronically. We shall have the right to access any business

information or data collected and generated on your point-of-sale system and we may require you to use an accountant approved by us in advance.

11.2 Other Reports. You shall, at your expense, submit to us in the form we prescribe, the following reports, financial statements, and other data:

11.2.1 Within five (5) days after their filing, copies of all signed sales tax returns and signed withholding tax returns for the Next Day Access® Business and, as soon as you have received them, copies of the canceled checks for the required sales taxes and withholding taxes;

11.2.2 Within fifteen (15) days after the end of each fiscal quarter, an unaudited profit and loss statement for the Next Day Access® Business for the immediately preceding fiscal quarter and a year-to-date balance sheet as of the end of such fiscal quarter;

11.2.3 Within sixty (60) days after the end of the Next Day Access® Business' fiscal year, reviewed annual profit and loss and source and use of funds statements and a reviewed balance sheet for the Next Day Access® Business as of the end of such fiscal year signed by you or your principal operating officer or operating partner;

11.2.4 Within ten (10) days after our request, exact, signed original copies of federal and state income tax returns of the Next Day Access® Business and other filed tax returns, including personal tax returns, and such other forms, records, books and other information that we may periodically require;

11.2.5 Within thirty (30) days after the end of each calendar month, a copy of the Next Day Access® Business' monthly operating account bank statement; and

11.2.6 Such other forms, reports, records, information, and data as we may reasonably designate from time to time or as may be described in the Operating Manual

11.2.6.1 In those states requiring electronic filing and payment of sales tax, you are required to furnish us with an electronic copy of all such filings and payment history.

11.3 Recordkeeping. You shall prepare, and shall preserve during the Term of this Agreement from the dates of their preparation complete and accurate books, records and accounts in accordance with generally accepted accounting principles and in the form and manner reasonably prescribed by us in the Operating Manual or otherwise from time to time in writing, including but not limited to: (a) cash receipts journals; (b) cash disbursements and weekly payroll journals and schedules; (c) general ledgers; (d) monthly bank statements, daily deposit slips, and cancelled checks; (e) all personal and Business tax returns; (f) suppliers' invoices (paid and unpaid); (g) monthly fiscal period balance sheets and fiscal period profit and loss statements; and (h) such other records as we may from time to time require.

11.4 Inspection and Audit. We, along with our designated agents, shall have the right at

any time during regular business hours upon reasonable notice to examine, copy, and/or personally review at our expense, your books, records, accounts, and tax returns. We shall have the right at all reasonable times to remove such books, records, accounts and tax returns for copying. We shall also have the right, at any time, to have an independent audit made of your books and records. If an inspection or audit should reveal that any income or sales have not been reported or have been understated and such understatement resulted in reduced revenues equal to two percent (2%) or more of total revenues in any report to us, then you shall immediately pay to us the amount underpaid upon demand, in addition to interest from the date such amount was due until paid, at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by law, whichever is less, plus all of our costs and expenses in connection with the inspection or audit, including, without limitation, travel costs, lodging and wage expenses, and reasonable accounting and legal fees and costs. The foregoing remedies shall be in addition to any other remedies we may have under this Agreement or otherwise at law or in equity.

12. ADVERTISING AND PROMOTION

Recognizing the value of advertising, marketing, and promotion, and the importance of the standardization of advertising, marketing, and promotion programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

12.1 Opening Advertising and Promotion. You shall conduct initial local marketing for the Next Day Access® Business within your first ninety (90) days of operation of the Next Day Access® Business. You shall expend a minimum (which may not be sufficient) of Three Thousand Dollars ($3,000) for such purpose. Such initial local marketing will utilize the marketing and public relations programs and media and advertising materials we have furnished to you or approved. We may, in our sole discretion, specify the form, manner, and timing of such advertising and promotion. The initial local marketing expenditures are in addition to the expenditures required by Sections 12.2 and 12.3.

12.2 Local Marketing, Advertising, and Promotion. Except as otherwise provided herein, for each month that your Next Day Access® Business is open for business, you must spend a minimum amount of money on local marketing, advertising, and promotion in such manner as we may, in our sole discretion, direct in the Operating Manual or otherwise in writing from time to time. The minimum amount of money that you must spend each month under this Section 12.2 is calculated as follows: (a) during your first year of operation or if your annual Gross Revenue for the prior fiscal year was less than $300,000, you must spend each month a minimum of $800 or 4% of the Gross Revenue for the preceding month, whichever is greater; (b) if your annual Gross Revenue for the prior fiscal year was greater than or equal to $300,000 and less than $500,000, you must spend each month a minimum of 3% of the Gross Revenue for the preceding month; and (c) if your annual Gross Revenue for the prior fiscal year was equal to or greater than $500,000, you must spend each month a minimum of 2% of the Gross Revenue for the preceding month. Presently we have an approved Marketing Firm that handles a portion of your local marketing requirements. The present cost for this service is credited toward your monthly local advertising and marketing spend requirement. Upon our request, you shall provide satisfactory evidence of all local advertising and promotion expenditures in such manner as we shall direct in the Operating Manual or otherwise in writing from time to time. If we determine that you have

not spent the requisite amounts, we may require you to pay such unexpended amounts into the Brand Fund.

12.3 Next Day Access® Brand Fund. During the term of this Agreement, you shall also contribute to a Brand Fund ("Brand Fund") for advertising, marketing and public relations programs and materials related to the Next Day Access Business and the Proprietary Marks as we deem necessary and appropriate in our sole discretion. Amounts due under this Section 12.3 shall be payable in the same manner as the Royalty fee described in Section 4.4. You shall contribute to the Brand Fund as follows: (a) during your first year of operation or if your annual Gross Revenues for the prior fiscal year was less than $300,000, you must contribute monthly 1% of Gross Revenues for the preceding month to the Brand Fund; (b) if your annual Gross Revenues for the prior fiscal year was equal to or greater than $300,000 you must contribute monthly 2% of Gross Revenues for the preceding month to the Brand Fund. Such contributions to the Brand Fund shall be in addition to the expenditures required by Sections 12.1 and 12.2 hereof. The Brand Fund shall be maintained and administered by us as follows:

12.3.1 We shall direct all advertising, marketing, and promotional programs, and have sole discretion over all aspects of such programs, including but not limited to concepts, materials, and media used in such programs, and the placement and allocation thereof for the purpose of Next Day Access Business. You agree and acknowledge that the Brand Fund is intended to maximize general public recognition, acceptance, and use of the System; and that we are not obligated, in administering the Brand Fund, to make expenditures for you which are equivalent or proportionate to your contribution, to make expenditures in your geographical area, or to ensure that you benefit directly or on a pro rata basis from expenditures or activities of the Brand Fund;

12.3.2 The Brand Fund, all contributions thereto, and any earnings thereon, shall be used exclusively to meet any and all costs of maintaining, administering, directing, conducting and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities which we believe will enhance the image of the System, including, but not limited to, the costs of preparing and conducting radio, television, print, and Internet-based advertising campaigns; developing, maintaining, and updating a World Wide Web site for the Next Day Access® brand and System on the Internet; direct mail advertising; marketing surveys; employing advertising and/or public relations agencies to assist therein; purchasing promotional items; purchasing point-of-purchase materials; and providing promotional and other marketing materials and services to the businesses operating under the System. The Brand Fund may also be used to provide rebates or reimbursements to franchisees for local expenditures on products, services, or improvements, approved by us in advance, which products, services, or improvements we shall have the right to determine will promote general public awareness of and favorable support for the System. The Brand Fund may furnish you with samples of advertising, marketing formats, promotional formats and other materials at no additional cost to you when we, in our sole discretion, deem appropriate. Multiple copies of such materials will be furnished to you at our direct cost of producing them plus any related shipping handling and storage charges;

12.3.3 You shall contribute to the Brand Fund, in accordance with this Section 12.3. The Brand Fund will not be used to defray any of our general operating expenses, except we retain the right to obtain reimbursement from the Brand Fund for our out-of-pocket costs and expenses incurred in administering the Brand Fund, to reimburse us for administrative costs and overhead incurred by us in any activities related to the administration of the Brand Fund and its programs, and for a pro rata portion of the salaries of personnel who spend time on Brand Fund-related matters. The Brand Fund and any earnings thereon shall not otherwise inure to our benefit. We may spend, on behalf of the Brand Fund, in any fiscal year, an amount that is greater or less than the aggregate contribution of all Next Day Access® Businesses to the Brand Fund in that year and the Brand Fund may borrow from us or others to cover deficits or invest any surplus for future use. We will prepare an annual statement of monies collected and costs incurred by the Brand Fund and furnish the statement to you upon written request. We have the right to cause the Brand Fund to be incorporated or operated through a separate entity at such time as we deem appropriate and such successor entity will have all of the rights and duties specified herein. We shall maintain separate bookkeeping accounts for the Brand Fund.

12.3.4 You acknowledge that the Brand Fund is not a trust or one of our assets and that we are not a fiduciary to you with respect to or a trustee of the Brand Fund or the monies therein; and

12.3.5 The Brand Fund is intended to be of perpetual duration. However, we maintain the right to terminate the Brand Fund. The Brand Fund may not be terminated, however, until all monies in the Brand Fund have been expended for advertising and/or promotional purposes or returned to its contributors on the basis of their respective contributions during the preceding three (3) month period.

12.4 Advertising Cooperative. We reserve the right, in our discretion, to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative ("Cooperative"), and to determine whether a Cooperative is applicable to the Next Day Access® Businesses. If a Cooperative has been established in your area prior to opening the Next Day Access® Business, you shall become a member of the Cooperative no later than thirty (30) days after opening the Next Day Access® Business. If a Cooperative is established subsequent to your opening of the Next Day Access® Business, you shall become a member of the Cooperative no later than thirty (30) days after the date on which the Cooperative commences operation. If your Next Day Access® Business is within the APR of more than one Cooperative, you shall not be required to be a member of more than one Cooperative within that APR.

12.4.1 Each Cooperative shall be organized and governed in a form and manner, shall commence operation on a date, and shall operate pursuant to written governing documents, all of which must be approved in advance by us in writing;

12.4.2 Each Cooperative shall be organized for the exclusive purpose of administering regional advertising programs and developing, subject to our approval, standardized advertising materials for use by the members in local advertising;

12.4.3 No promotional or advertising plans or materials may be used by a Cooperative, or furnished to its members without our prior approval. All such plans and materials shall be submitted to us in accordance with the procedures set forth in Section 12.9 hereof;

12.4.4 Each Cooperative shall have the right to require its members to make contributions to the Cooperative in such amounts as determined by the Cooperative; provided, however, that you shall not be required to contribute to any Cooperative in excess of the annual local advertising requirements of Gross Revenue during any calendar year, unless two-thirds of the members of the Cooperative vote in favor of a greater contribution. Your payments made under this Section 12.4.4 shall be credited towards the monthly expenditure required to be made under Section 12.2 hereof and shall be in addition to the requirements of Section 12.1 and 12.3 hereof;

12.4.5 Each member franchisee shall submit to the Cooperative, no later than the first Friday of each month, for the preceding fiscal month, its contribution as provided in Section 12.4.4 hereof, together with such other statements or reports as may be required by us or by the Cooperative with our prior approval. All contributions to the Cooperative shall be forwarded by the Cooperative to us, and we shall expend such moneys as directed by the duly elected representative of the Cooperative;

12.4.6 We, in our sole discretion, may grant to any franchisee an exemption for any length of time from the requirement of membership in a Cooperative, upon written request of such franchisee stating the reasons supporting such exemption. Our decision concerning such request for exemption shall be final; and

12.4.7 We shall have the power to require the Cooperative to be formed, changed, dissolved, or merged.

12.5 Website. As used in this Agreement, the term "Website" means an interactive electronic document, series of symbols, or otherwise, that is contained in a network of computers and/or devices linked by communications software. The term Website includes, but is not limited to, the Internet and World Wide Web. We reserve the right to require you to establish and maintain a Website, at your expenses, in connection with the Next Day Access® Business. You shall comply with the following requirements, and all other applicable requirements set forth in the Operating Manual or otherwise in writing from time to time:

12.5.1 Except as approved in advance in writing by us, you shall not establish or maintain a separate Website, or otherwise maintain a presence or advertise on the Internet or any other public computer network in connection with the Franchised Business. If such approval is granted by us, you shall establish and operate such World Wide Web or Internet site in accordance with our standards and policies provided to you in the Operating Manual or otherwise in writing from time to time;

12.5.2 You specifically acknowledge and agree that any Website will be deemed "advertising" under this Agreement, and will be subject to (among other things) our approval under this Section 12;

12.5.3 You may only use Web materials, Web pages, and Web site content which we have approved in advance in writing. You shall promptly incorporate on, and remove from, your Web site any information we require in the manner specified in the Operating Manual or otherwise in writing;

12.5.4 You shall provide on your Website all hyperlinks or other links that we may require. You shall not use any of the Marks on your Website, except as expressly permitted by us in writing. You may not post or include any Confidential Information or any other copyrighted material or information on your Web site without our prior written approval. If you wish to modify your approved Web site, all proposed modifications must receive our prior written approval;

12.5.5 We may furnish you with materials for your Website, which you shall adapt and utilize, but we shall be and at all times remain the sole owner of the copyrights for all material which appears on your Web site;

12.5.6 You shall obtain our prior written approval for each Internet domain name and/or home page address you use in connection with your Website. We shall be, and at all times remain, the sole owner of the domain name and/or home page address for the Web site you maintain in connection with the Next Day Access® Business, you shall execute all documents required by us in connection therewith, and you hereby appoint us as your attorney-in-fact to execute such documents on your behalf if you fail to do so; and

12.5.7 We shall have the right to modify the provisions of this Section 12.5 relating to Websites as we shall solely determine is necessary or appropriate for the best interests of the System.

12.6 Advertising Materials. All advertising and promotion by you shall be in such media and of such type and format as we may approve, shall be conducted in a dignified manner and shall conform to such standards and requirements as we may specify. You shall not use any advertising or promotional plans or materials unless and until you have received written approval from us as described in Section 12.8.

12.7 Telephone Directories. If you elect to list and advertise the Next Day Access® Business in the principal regular (white pages) and classified (yellow pages) telephone directories covering the area in which the Next Day Access® Business is located, the costs of your telephone directory advertising will not be credited toward the advertising and promotion obligation described in Sections 12.1, 12.2 and 12.3, unless such ad is a pre-approved display or column ad.

12.8 Approval of Advertising Materials. You shall submit to us samples of all advertising and promotional plans and materials for any print, broadcast, cable, electronic, computer or other media (including, without limitation, the Internet) that you desire to use and that have not been prepared or previously approved by us within the preceding three (3) months (as provided in Section 21 hereof), for our prior approval. You shall not use such plans or materials until they have been approved in writing by us. If written notice of disapproval is not received by you from us within thirty (30) days of the date of receipt by us of such samples or materials, we shall be

deemed to have not approved them.

12.9 Advisory Council. We reserve the right, in our sole discretion, to create and to require you to become a member of and participate actively in the Advisory Council ("Advisory Council") in your area. You shall participate actively in the Advisory Council as we designate and participate in all Advisory Council meetings approved by us. We reserve the right to amend the governing documents for the Council from time to time, in our sole discretion, at any time. We, in our sole discretion, will determine the topic areas to be considered by the Advisory Council. The purposes of the Advisory Council shall include, but are not limited to, exchanging ideas and problem-solving methods, advising us on expenditures for system-wide advertising, and coordinating franchisee efforts. Amounts and expenditures may vary from time to time due to variations in Advisory Council participation and costs, as determined by the Advisory Council, and as approved by us. We shall have the right to change, or dissolve the Advisory Council at any time in our sole discretion.

12.10 National Accounts

12.10.1 *Right to Create.* Next Day Access® may, but is not obligated to, negotiate and enter into national account arrangements with certain customers ("National Accounts") for the benefit of the Next Day Access® brand. We have sole discretion as to whether to designate a particular customer as a National Account, as well as the terms and conditions of the National Account agreement. We may designate any of your current or prospective customers as National Accounts without paying you any compensation except for compensation received by franchisees generally for participating in that customer's National Account program. If we establish a National Accounts program and you qualify to participate in it, you will have a first option to service National Account customers in your APR on behalf of the System, in accordance with the pricing and other terms that we have negotiated and any rules that we have prescribed as we may in our sole discretion determine to change them from time to time. You may not enter into conflicting arrangements with National Accounts.

12.10.2 *Election to Participate.* You may elect not to participate in any National Account Program, or to terminate your participation in the National Account program at any time by giving us at least 30 days' prior written notice. If you elect not to participate in a National Account Program or terminate your participation in the National Account program or if you fail to satisfy the conditions and obligations of any National Account, we have the right to service and/or authorize others to service National Account customers within your APR without any compensation to you as a result of such servicing by us or designation of another to provide such services. If you are subsequently willing and able to provide service within your APR, we will have no obligation to readmit you to the program or to transfer any National Account customer to you.

12.10.3 *Private Label Programs.* Arrangements with National and Regional retail chains for the marketing and sale of products manufactured and / or sold by us or by our affiliate under other brands are excluded from the definition of a National Account. You have no rights in and to such "Private Label Programs" regardless of where and how they

may be marketed and / or sold unless specifically granted by us at the time any Private Label Program is established in writing. The products covered by the Private Label Program may be designated as an Approved Product which you have the right to sell and install as a part of your Franchised Business.

12.10.4 *Our Right to Establish and Operate the Business For a National Account.* Unless provided for differently in this Agreement, we reserve to ourselves the unconditional right to establish or not establish, to operate and to terminate operations, to acquire and to sell on any terms that we designate and at any price we see fit, any and all National Accounts in any and all APR(s) that we designate on any terms and conditions we see fit subject to this Section 12.10.

12.10.5 *Our Right to Sell a National Account We Establish and Operate.* We reserve to ourselves the unconditional right to sell on any terms and conditions that we see fit the business of a National Account in any APR in which we operate the business of that National Account as a result of our establishing that business or acquiring that business from You or any other of our franchisees or other legal entity subject to your rights set forth in Section 12.10.

13. INSURANCE

13.1 Minimum Insurance Requirements. You shall procure, prior to the commencement of any activities or operations under this Agreement, and shall maintain in full force and effect at all times during the term of this Agreement (and for such period thereafter as is necessary to provide the coverage required hereunder for events having occurred during the term of this Agreement), at your expense, an insurance policy or policies protecting you, us, and the parties' respective officers, directors, partners, agents and employees against any demand or claim with respect to personal injury, death or property damage, business interruption, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the Next Day Access® Business, including, but not limited to, commercial general liability insurance (including products/completed operations), property insurance (including, but not limited to, fire, vandalism, and malicious mischief insurance for the replacement value of the Next Day Access® Business and its contents), casualty insurance, business interruption insurance, statutory workers' compensation and employer's liability insurance, and automobile insurance coverage for all vehicles used in connection with the operation of the Next Day Access® Business. Such policy or policies shall be written by a responsible carrier or carriers acceptable to us. All policies of insurance shall name us and our subsidiaries, affiliates and designees as an additional insured, specifically including additional insured rights within the completed operations coverage grant. All policies shall provide us with thirty (30) days' notice of cancellation. All policies shall provide at least the types and minimum amounts of coverage specified in the Operating Manual. We shall have the right, from time to time, to make such changes in minimum policy limits and endorsements in the Operating Manual or otherwise in writing as it may determine in its reasonable discretion.

13.2 Non-waiver. Your obligation to obtain and maintain the policy or policies in the amounts specified in the Operating Manual shall not be limited in any way by reason of any

insurance that may be maintained by us, nor shall your performance of that obligation relieve you of liability under the indemnity provisions set forth in Section 20.3 of this Agreement.

13.3 Franchisor Entitled to Recover. All public liability and property damage policies shall contain a provision that we, although named as an insured, shall nevertheless be entitled to recover under such policies on any loss occasioned to us or our servants, agents or employees by reason of the negligence of you or your servants, agents or employees.

13.4 Certificates of Insurance. Prior to the commencement of any operations under this Agreement, and thereafter at least thirty (30) days prior to the expiration of any policy, you shall deliver to us Certificates of Insurance evidencing the proper types and minimum amounts of coverage. All Certificates shall expressly provide that no less than thirty (30) days' prior written notice shall be given to us in the event of material alteration to or cancellation of the coverage evidenced by such Certificates.

13.5 Our Right to Procure Insurance. Should you, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by us in the Operating Manual or otherwise in writing, we shall have the right and authority (but not the obligation) to procure and maintain such insurance in your name and to charge the same to you, which charges, together with our reasonable expenses in so acting, shall be payable by you immediately upon notice. The foregoing remedies shall be in addition to any other remedies we may have under this Agreement or at law or in equity.

14. TRANSFER OF INTEREST

14.1 Our Right to Transfer. We shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations herein to any person or legal entity, and any of our designated assignee(s) shall become solely responsible for all of our obligations under this Agreement from the date of assignment. You shall execute such documents of attornment or other documents as we may request.

14.2 Your Conditional Right to Transfer. You understand and acknowledge that the rights and duties set forth in this Agreement are personal to you, and that we have granted this franchise in reliance on your (or, if you are a corporation, partnership, or limited liability company, your principals') business skill, financial capacity and personal character. Accordingly, neither you nor any immediate or remote successor to any part of your interest in this Agreement, nor any individual, partnership, limited liability company, corporation or other legal entity which directly or indirectly owns any interest in you or in the Franchised Business shall sell, assign, transfer, convey, pledge, encumber, merge or give away (collectively, "transfer") this Agreement, any direct or indirect interest in you, or in all or substantially all of the assets of the Franchised Business without our prior written consent. Any purported assignment or transfer not having our written consent required by this Section 14.2 shall be null and void and shall constitute a material breach of this Agreement, for which we may immediately terminate without opportunity to cure pursuant to Section 15.2. of this Agreement. The foregoing remedies shall be in addition to any other remedies we may have under this Agreement or at law or in equity. Our consent shall not be unreasonably withheld.

14.3 Conditions of Transfer. You shall notify us in writing of any proposed transfer of this Agreement, any direct or indirect interest in purchasing your Franchised Business, or in all or substantially all of the assets of the Franchised Business, at least forty-five (45) days before such transfer is proposed to take place. We may, in our sole discretion, require any or all of the following as conditions of its approval:

14.3.1 That all of your accrued monetary obligations and all other outstanding obligations to us and our affiliates have been satisfied;

14.3.2 That you are not in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between you and us or our affiliates;

14.3.3 That the consideration or payment of terms offered by a proposed Transferee are not excessive or unreasonable, based on the Gross Revenue or the gross revenue of other Next Day Access® Businesses, in our reasonable business judgment;

14.3.4 That the transferor shall have executed a general release, in a form prescribed by us, of any and all claims, known or unknown, that the transferor might have against us or our subsidiaries or affiliates or their respective officers, directors, agents, shareholders, and employees;

14.3.5 That the transferor and transferee have executed a mutual general release, relieving all claims against each other, excluding only such claims relating to any provision or covenant of this Agreement which imposes obligations beyond the expiration of this Agreement;

14.3.6 That the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as we may request) enter into a written assignment, in a form satisfactory to us, assuming and agreeing to discharge all of your obligations under this Agreement; and that the transferee guarantee the performance of all such obligations in writing in a form satisfactory to us;

14.3.7 That the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as we may request) demonstrate to our satisfaction that it meets our educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to operate the Franchised Business; has adequate financial resources and capital to operate the Franchised Business; and has not operated a business in competition with us;

14.3.8 That the transferee execute, for a term ending on the expiration date of this Agreement and with such renewal term(s) as may be provided by this Agreement, our then-current form of franchise agreement and other ancillary agreements as we may require for the Franchised Business, which agreements shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement including, without limitation, a higher royalty fee, brand fund contribution and other fees, as determined by us consistent with franchise agreements then in effect between us and

other franchisees, except that the transferee shall not be required to pay any initial franchise fee and your APR shall remain the same;

14.3.9 That you remain liable for all of the obligations to us in connection with the Franchised Business which arose prior to the effective date of the transfer and execute any and all instruments reasonably requested by us to evidence such liability;

14.3.10 That the transferee (or, if the transferee is a corporation, partnership or limited liability company, a principal of the transferee acceptable to us), at the transferee's expense, have successfully completed any training programs then in effect upon such terms and conditions as we may reasonably require and pay us the then-current training fee;

14.3.11 That we approve the terms and conditions of the transfer agreement between you and transferee, which approval shall not be unreasonably withheld;

14.3.12 That transferee does not finance more than seventy-five percent (75%) of the total purchase price, and that transferee expressly, in writing, subordinates all third-party interests in the Franchised Business to the interests of us; and

14.3.13 That you pay to us a transfer fee of Ten Thousand Dollars ($10,000); however, in the case of a transfer to a corporation or limited liability company formed by you for the convenience of ownership (as determined by us in our sole discretion), no such transfer fee shall be required.

14.3.14 That you reimburse us for all of the reasonable costs and expenses associated with a transfer, including but not limited to our reasonable attorney fees.

14.4 No Security Interest. You shall not grant a security interest in the Next Day Access® Business or in any of the assets of the Next Day Access® Business without our express written consent. If we consent to such security interest, such consent shall be conditioned on, among other things, the secured party's agreement that in the event of any default by you under any documents related to the security interest, we shall have the right and option (but not the obligation) to be substituted as obligor to the secured party or to cure any of default by you, and, in the event we exercise such options, any acceleration of indebtedness due to your default shall be void. In the event we cure any such default by you, you shall reimburse us all amounts paid by us to cure the default, plus all costs and expenses incurred by us to cure such default, and you shall be deemed in default of this Agreement.

14.5 Our Right of First Refusal. If any party holding any direct or indirect interest in this Agreement, in you, or in all or substantially all of the assets of the Franchised Business desires to accept any bona fide offer from a third party to purchase such interest, you shall notify us as provided in Section 14.3 hereof, and shall provide such information and documentation relating to the offer as we may require. We shall have the right and option, exercisable within thirty (30) days after receipt of such written notification, to send written notice to the seller that we intend to purchase the seller's interest on the same terms and conditions offered by the third party. If we elect to purchase the seller's interest, closing on such purchase shall occur within thirty (30) days

from the date of notice to the seller of our election to purchase. If we elect not to purchase the seller's interest, any material change thereafter in the terms of the offer from a third party shall constitute a new offer subject to the same rights of first refusal by us as in the case of the third party's initial offer. Our failure to exercise the option afforded by this Section 14.5 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 14, with respect to a proposed transfer. In the event the consideration, terms and/or conditions offered by a third party are such that our compliance with the same consideration, terms and/or conditions are commercially unreasonable, then we may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within thirty (30) days on the reasonable equivalent in cash of the consideration, terms and/or conditions offered by the third party, an independent appraiser shall be designated by us at our expense, and the appraiser's determination shall be binding.

14.6 Death or Mental Incapacity. Upon the death, physical or mental incapacity of any person with an interest in this Agreement, in you, or in all or substantially all of the assets of the Franchised Business, the executor, administrator, or personal representative of such person shall transfer such interest to a third party approved by us within six (6) months after such death or mental incapacity. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any inter vivo transfer. In the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section 14, the executor, administrator, or personal representative of the decedent shall transfer the decedent's interest to another party approved by us within a reasonable time, which disposition shall be subject to all the terms and conditions for transfers contained in this Agreement. If the interest is not disposed of within a reasonable time, we may terminate this Agreement, pursuant to Section 15.2 hereof.

14.7 Non-waiver. Our consent to a transfer of any interest in this Agreement, in you, or in all or substantially all of the assets of the Franchised Business shall not constitute a waiver of any claims we may have against the transferring party, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

15. DEFAULT AND TERMINATION

15.1 Automatic Termination. You shall be deemed to be in default under this Agreement, and all rights granted to you herein shall automatically terminate without notice to you or opportunity to cure, if: You become insolvent or make a general assignment for the benefit of creditors; a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; you are adjudicated bankrupt or insolvent; a bill in equity or other proceeding for the appointment of a receiver of you or other custodian for your business or assets is filed and consented to by you; a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any state or federal law should be instituted by or against you; a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); you are dissolved; execution is levied against your business or property; suit to foreclose any lien or mortgage against the Premises or equipment is instituted

against you and not dismissed within thirty (30) days; or the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal, or constable.

15.2 Notice without Opportunity to Cure. In addition to the foregoing, upon the occurrence of any of the following events of default, we may, at our option, terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default, effective immediately upon the provision of notice to you (in the manner provided under Section 23 hereof):

15.2.1 If you fail to open and operate the Next Day Access® Business within the time limits provided in Section 5.4 hereof;

15.2.2 If you or the other individuals identified in Section 6.1 fail to complete the Initial Training Program to our satisfaction, or fail to attend additional training as described in Section 6.6 hereof;

15.2.3 If you at any time cease to operate or otherwise abandon the Franchised Business for five (5) or more consecutive business days, or lose the right to possession of the Premises, or otherwise forfeit the right to do or transact business in the jurisdiction where the Franchised Business is located; however, if, through no fault of your own, the Premises are damaged or destroyed by an event such that repairs or reconstruction cannot be completed within sixty (60) days thereafter, then you shall have thirty (30) days after such event in which to apply for our approval to relocate and/or reconstruct the Premises;

15.2.4 If you fail to attain or exceed Twenty Five Thousand Dollars ($25,000) in monthly Gross Revenue at least once during every twelve (12) calendar months of this Agreement;

15.2.5 If you, or any of your principals, officers, or directors, are convicted of a felony, a crime involving moral turpitude, or any other crime or offense that we believe is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith or our interest therein; or if you or any of your principals, officers, or directors, commit any acts or engage in any behavior that we believe is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or our interest therein, including but not limited to conduct that is fraudulent, unfair, unethical, or deceptive;

15.2.6 If a threat or danger to public health or safety results from the construction, maintenance, or operation of the Franchised Business;

15.2.7 If any purported assignment or transfer of any direct or indirect interest in this Agreement, in you, or in all or substantially all of the assets of the Franchised Business is made to any third party without our prior written consent, or otherwise contrary to the terms of Section 14 hereof;

15.2.8 If an approved transfer is not effected within the time provided following death or mental incapacity, as required by Section 14.6 hereof;

15.2.9 If you fail to comply with the covenants in Section 17.2 hereof or fail to obtain execution of the covenants required under Section 10.2 hereof;

15.2.10 If, contrary to the terms of Sections 9 or 10 hereof, you disclose or divulge the contents of the Operating Manual or other confidential information provided to you by us;

15.2.11 intentionally under-report Gross Revenue;

15.2.12 If you maintain false books or records or submit any false reports or other documentation (including your application for this franchise) to us;

15.2.13 If you misuse or make any unauthorized or improper use of the Proprietary Marks or any other identifying characteristics of the System, or otherwise materially impair the goodwill associated therewith or our rights therein; or if you fail to utilize the Proprietary Marks solely in the manner and for the purposes directed by us;

15.2.14 If you refuse to permit us to inspect the Premises, or the books, records or accounts of you upon demand as provided for herein;

15.2.15 If you, after curing any default pursuant to Section 15.3 hereof, commit the same default again, whether or not cured after notice;

15.2.16 If you intentionally sell products not previously approved by us, or purchase any product for resale from a supplier not previously approved by us;

15.2.17 If you (or any of your owners) have made any material misrepresentation to us or any other party or omission in connection with your purchase of the Franchised Business; or

15.2.18 If we cure any default by you pursuant to Section 14.4 hereof.

15.3 Notice with Opportunity to Cure. Except as otherwise provided in Sections 15.1 and 15.2 of this Agreement, upon any other default by you, we shall give you written notice of such default (in the manner set forth under Section 23 hereof) and an opportunity to cure such default within thirty (30) days or such shorter period specified below of your receipt of such notice. We shall have the right to terminate this Agreement immediately upon notice to you if you fail to cure any default to our reasonable satisfaction, and provide proof thereof, within the thirty (30) day period or such shorter period specified below. If applicable law requires a longer cure period, such period shall apply to our notice. Defaults which are susceptible of cure hereunder include the following illustrative events

15.3.1 If you fail to substantially comply with any of the requirements imposed by this Agreement, as it may from time to time reasonably be supplemented by the Operating Manual, or fail to carry out the terms of this Agreement in good faith;

15.3.2 If you fail, refuse or neglect promptly to pay any monies owing to us or

our affiliates when due, or to submit the financial or other information required by us under this Agreement. You shall have seven (7) days from your receipt of written notice to cure such default;

15.3.3 If you fail to maintain or observe any of the standards or procedures prescribed by us in this Agreement, the Operating Manual, or otherwise in writing;

15.3.4 Except as provided in Section 15.2.6 hereof, if you fail, refuse or neglect to obtain our prior written approval or consent as required by this Agreement;

15.3.5 If, upon inspection by us or a government health inspector, your Next Day Access® Business is in violation of the health, safety, or sanitation standards prescribed by us in this Agreement, the Operating Manual, or otherwise in writing, or is in violation of any health or safety law, codes, or regulation. You shall have twenty-four (24) hours from your receipt of written notice to cure such default;

15.3.6 If you act, or fail to act, in any manner which is inconsistent with or contrary to your right to possess or use the Premises, your lease or sublease for the Premises, or in any way jeopardize your right to renewal of such lease or sublease. You shall have seven (7) days from your receipt of written notice to cure such default;

15.3.7 If you engage in any business or market any service or product under a name or mark which, in our opinion, is confusingly similar to the Proprietary Marks. You shall have seven (7) days from your receipt of written notice to cure such default; or

15.3.8 If you fail to comply with all applicable laws, rules and regulations related to the operation of the Next Day Access® Business (including, without limitation, the applicable provisions of the ADA regarding the construction, design and operation of the Next Day Access® Business)

15.4 Limitation of Services or Benefits. If you receive a notice of default issued pursuant to either Section 15.2 or Section 15.3 and fail to cure such default within the time period permitted in such notice, we shall have the right, in our sole discretion, to temporarily or permanently limit, curtail, or remove certain services or benefits provided or required to be provided to you hereunder in lieu of exercising our right to terminate this Agreement pursuant to its terms, including, without limitation:

15.4.1 To restrict you or any of your staff attendance at any initial training, continuing training, meetings, workshops, or conventions;

15.4.2 To refuse or permit our affiliate to sell or furnish to you any supplies, products, or advertising and promotional materials, including, but not limited to, withholding shipment of additional ramps or other products used in the Franchised Business;

15.4.3 To refuse to provide you ongoing advice about then operation of the Next Day Access® Business.

15.4.4 To refuse any request by you to approve a new supplier; and

15.4.5 To refuse any request by you to approve the use of any advertising or promotional materials.

You agree to hold us harmless with respect to any action taken by us pursuant to this Section 15.4; and you further agree that we shall not be liable for any loss, expense, or damage incurred by you or the Next Day Access® Business because of any action we take pursuant to this Section 15.4. Nothing in this Section 15.4 constitutes a waiver of any of our rights or remedies under this Agreement or any other agreement between the parties; including, without limitation, the right to terminate this Agreement under Sections 15.1, 15.2, and 15.3 hereof. You acknowledge and agree that our exercise of our rights pursuant to this Section 15.4 shall not be deemed a constructive termination of this Agreement or of any other agreement between the parties, and shall not be deemed a breach of any provision of this Agreement by us. Any services or benefits removed, curtailed, or limited pursuant to this Section 15.4 may be reinstated at any time by us in our sole discretion and you hereby agree to accept immediately any such reinstatement of services or benefits so removed, curtailed, or limited. You acknowledge and agree that, if we limit any services or benefits under this Section 15.4, you shall continue to pay timely all fees and payments required under this Agreement and any other agreement between you and us, including, without limitation, any fees associated with services or benefits limited by us. You shall have no right to a refund of any fees paid in advance for such services or benefits.

16. OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement for any reason, all rights granted hereunder to you shall forthwith terminate, and:

16.1 Cease Operations. You shall immediately cease to operate the Franchised Business, and shall not thereafter, directly or indirectly, represent to the public or hold yourself out as a present or former Next Day Access® franchisee. Immediately upon the expiration or termination hereof, you shall dispose of, and not sell, any Next Day Access® products, equipment or other items sold hereunder.

16.2 Cease Use of Confidential Information and Proprietary Marks. You shall immediately and permanently cease to use, in any manner whatsoever, any confidential methods, procedures and techniques associated with the System, and all Proprietary Marks and distinctive forms, slogans, signs, symbols, colors, and devices associated with the System. In particular, you shall cease to use, without limitation, all signs, advertising materials, displays, stationery, forms, products and any other articles that display the Proprietary Marks. You shall de-identify the premises of the Franchised Business and the Vehicle so that there is no use or display of the Proprietary Marks after the effective date of termination or expiration.

16.3 Cancellation of Registrations. You shall take such action as may be necessary to cancel any assumed name registration or equivalent registration obtained by you which contains the mark "Next Day Access®", or any other Proprietary Marks, and you shall furnish us with evidence satisfactory to us of compliance with this obligation within five (5) days after

termination or expiration of this Agreement.

16.4 Assignment of Lease. You shall, at our option, assign to us any interest which you have in any lease or sublease for the Premises if permitted by the lessor of the Premises. In the event we do not elect to exercise our option to acquire the lease or sublease for the Premises or if the Franchised Business is operated by you with our prior written consent and approval in your residence, you shall make such modifications or alterations to the Premises (including, without limitation, the changing of, and the assigning to us of, the telephone number) immediately upon termination or expiration of this Agreement as may be necessary to distinguish the appearance of the Premises from that of the Next Day Access® Business under the System, and shall make such specific additional changes thereto as we may reasonably request for that purpose. In the event you fail or refuse to comply with the requirements of this Section 16.4, we shall have the right to enter upon the Premises, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required, at the expense of you, which expense you agree to pay upon demand.

16.5 Subsequent Use of Proprietary Marks Prohibited. You agree, in the event you continue to operate or subsequently begin to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which, in our sole discretion, is likely to cause confusion, mistake or deception, or which, in our sole discretion, is likely to dilute our rights in and to the Proprietary Marks. You further agree not to utilize any designation of origin, description or representation (including but not limited to reference to Next Day Access®, the System or the Proprietary Marks) which, in our sole discretion, suggests or represents a present or former association or connection with us, the System or the Proprietary Marks.

16.6 Payment. You shall promptly pay in full all sums owing to us and our affiliates. In the event of termination due to your default, such sums shall include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by us as a result of the default, which obligation shall give rise to and remain, until paid in full, a lien in our favor against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by you and on the Premises operated hereunder at the time of default.

16.7 Liquidated Damages Upon Termination Due to Your Default. In the event this Agreement is terminated prior to the end of its term due to your default hereunder, in addition to the amounts set forth in Section 16.6 above, you shall promptly pay to us a lump sum payment (as damages and not as a penalty) for breaching this Agreement in an amount equal to: (a) the average monthly royalty fee and Brand Fund fee payable by you under Sections 4.2 and 12.3 above over the twelve (12) month period immediately preceding the date of termination (or such shorter time period if the Next Day Access® Business has been open less than twelve (12) months); (b) multiplied by the number of months then remaining in the then-current term of this Agreement. You acknowledge that a precise calculation of the full extent of the damages we will incur in the event of termination of this Agreement as a result of your default is difficult to determine and that this lump sum payment is reasonable in light of the damages we will incur for your material default causing the premature termination of this Agreement. You agree that this lump sum is a reasonable estimate that has been determined at the time of your execution of this

Agreement on a prospective basis of the actual damages we would incur due to the premature termination of this Agreement. This lump sum payment shall be in lieu of any damages we may incur as a result of your default, but it shall be in addition to all amounts provided above in Section 16.6 and any attorneys' and accountants' fees and other costs and expenses to which we are entitled under the terms of this Agreement, including but not limited to, Section 26.8 below. Your payment of this lump sum shall not affect our right to obtain appropriate injunctive relief and remedies to enforce this Section 16 and the covenants set forth in Sections 10 and 17.

16.8 Return Manuals and Confidential Information. You shall immediately deliver to us the Operating Manual, paper and electronic spreadsheets and checklists and all other records, correspondence and instructions containing confidential information relating to the operation of the Next Day Access® Business, including, but not limited to, computer software, customer lists, and customer information, all of which are acknowledged to be our property, and shall retain no copy or record of any of the foregoing, with the exception of your copy of this Agreement, any correspondence between the parties and any other documents which you reasonably need for compliance with any provision of law.

16.9 Websites. You shall cease use of any Franchised Business domain name, URL, or home page address, and shall not establish any Website using any similar or confusing domain name, URL, and/or home page address.

16.10 Our Option to Purchase Equipment. We shall have the option, to be exercised within thirty (30) days after termination, to purchase from you any or all of the equipment, signs, inventory, materials, supplies and fixtures related to the operation of the Next Day Access® Business that were purchased or leased specifically for use in the Franchised Business at the lesser of the liquidation value of or your book value those items, whichever is less. If we cannot agree within such time on the price of any such items, an independent appraisal shall be conducted at our expense by an appraiser we select, and the appraiser's determination shall be binding. If we elect to exercise this option to purchase we shall have the right to set off all amounts due from you and the cost of the appraisal, if any, against any payment.

16.11 Compliance with Covenants. You shall comply with the covenants contained in Sections 10.1 and 17.3 of this Agreement.

16.12 Assignment of Customer Contracts. You agree to assign all of your customer accounts and contracts to us or to our designee within fifteen (15) days after the effective date of termination or expiration of this Agreement. The assignment shall permit us to collect and retain customer payments past due, in addition to customer payments owed after the date of assignment.

17. COVENANTS

17.1 Best Efforts. You covenant that, during the term of this Agreement, except as otherwise approved in writing by us, you (or, if you are a corporation, partnership or limited liability company, one of your principals, general partners or members) shall devote full time, energy, and Reasonable commercial efforts to the management and operation of the Next Day Access® Business.

17.2 In-Term Covenants. You specifically acknowledge that, pursuant to this Agreement, you will receive valuable, specialized training and confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques used by us and the System. You covenant that during the term of this Agreement, except as otherwise approved in writing by us, you shall not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or legal entity:

17.2.1 Divert or attempt to divert any present or prospective business or customer of any Next Day Access® Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System;

17.2.2 Employ or seek to employ any person who is at that time employed by us, our affiliates, or by any of our other franchisees, or otherwise directly or indirectly induce such person to leave his or her employment; or

17.2.3 Own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any retail business which: (a) is the same as, or substantially similar to, an Next Day Access® Business; or (b) offers to sell or sells Ramps, Additional Approved Products, or other services, equipment, products or items which are the same as, or substantially similar to, any of the services, equipment, product or other items offered by an Next Day Access® Business. The prohibitions in this Section 17.2 shall not apply to interests in or activities performed in connection with the Next Day Access® Business

17.3 Post-Term Covenants. You covenant that, except as otherwise approved in writing by us, you shall not, for a continuous, uninterrupted period of two (2) years commencing upon the date of (a) a transfer permitted under Section 14 of this Agreement, (b) expiration of this Agreement, (c) termination of this Agreement (regardless of the cause for termination), or (d) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to enforcement of this Section 17.3, 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 retail business that: (a)(i) is the same as, or substantially similar to, an Next Day Access® Business; or (ii) offers to sell or sells Ramps, Additional Approved Products, or any other equipment, products or items which are the same as, or substantially similar to, any of the equipment, products or other items offered by an Next Day Access® Business; and (b) is, or is intended to be, located at or within:

17.3.1 Your APR;

17.3.2 One Hundred (100) miles of the Approved Location; or

17.3.3 One Hundred (100) miles of any business operating under the System and the Proprietary Marks. The prohibitions of Sections 17.2.3 and 17.3 shall not apply to your interests in or operation of a Next Day Access® Business under a written Franchise

Agreement.

17.4 No Application to Equity Securities. Sections 17.2.3 and 17.3 shall not apply to ownership by you of a less than five percent (5%) beneficial interest in the outstanding equity securities of any corporation which has securities registered under the Securities Exchange Act of 1934.

17.5 Reduction of Scope of Covenants. You understand and acknowledge that we shall have the right, in our sole discretion, to reduce the scope of any covenant set forth in Sections 17.2 and 17.3, or any portion thereof, without your consent, effective immediately upon receipt by you of written notice thereof; and you agree that you shall comply forthwith with any covenant as so modified, which shall be fully enforceable. If an arbitrator or a court of competent jurisdiction finds that the restrictions set forth set forth in Sections 17.2 and 17.3, or any portion thereof, then the restrictions shall be reduced to the maximum amount allowed by law (i.e. "blue pencil" not "red pencil").

17.6 Compliance with Anti-Terrorism Laws. You acknowledge that under applicable U.S. law, including, without limitation, Executive Order 13224, signed on September 23, 2001 (the "Executive Order"), we are prohibited from engaging in any transaction with any person engaged in, or with a person aiding any person engaged in, acts of terrorism, as defined in the Executive Order. Accordingly, you represent and warrant to us that as of the date of this Agreement, neither you nor any person holding any ownership interest in you, controlled by you, or under common control with you, are designated under the Executive Order as a person with whom business may not be transacted by us, and that you (a) do not, and hereafter shall not, engage in any terrorist activity; (b) are not affiliated with and does not support any individual or entity engaged in, contemplating, or supporting terrorist activity; and (c) are not acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity.

17.7 No Defense. You expressly agree that the existence of any claims you may have against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by us of the covenants in this Section 17. You agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by us in connection with the enforcement of this Section 17 and this Agreement.

17.8 Independent Covenants. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 17 is held unreasonable or unenforceable by a court, arbitrator, or agency having valid jurisdiction in a decision from which there is no further recourse to which we are a party, you expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty on you permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 17.8.

17.9 Irreparable Injury. You acknowledge that your violation of any of the terms of this Section 17 would result in irreparable injury to us for which no adequate remedy at law may be

available, and you accordingly consent to the issuance of an injunction prohibiting any conduct by you in violation of the terms of this Section 17 without the showing of actual harm or posting a bond. You specifically waive the defense of adequate remedies at law.

17.10 Our Costs and Expenses. You shall pay us all damages, costs, and expenses, including reasonable attorneys' fees, incurred by us in obtaining injunctive or other relief for the enforcement of any provision of this Section 17 and this Agreement.

18. CORPORATE, PARTNERSHIP OR LIMITED LIABILITY COMPANY FRANCHISEE.

18.1 Franchisee Corporation. If you are a corporation, you shall comply with the following requirements:

18.1.1 You shall be newly organized and your charter shall at all times provide that its activities are confined exclusively to operating the Franchised Business. Your legal name may not contain any of our trademarks;

18.1.2 Copies of your Articles of Incorporation, Bylaws 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 us;

18.1.3 You shall maintain stop-transfer instructions against the transfer on your records of any equity securities; and shall issue no certificates for voting securities upon the face of which the following printed legend does not legibly and conspicuously appear:

The transfer of this stock is subject to the terms and conditions of a Franchise Agreement with Next Day Access, LLC dated_____. Reference is made to the provisions of the said Franchise Agreement and to the Articles and Bylaws of this Corporation.

Notwithstanding the above, the requirements of this Section 18.1.3 shall not apply to a "publicly held corporation." A "publicly-held corporation" for purposes of this Agreement shall mean a corporation registered pursuant to the Securities and Exchange Act of 1934; and

18.1.4 You shall maintain a current list of all owners of record and all beneficial owners of any class of voting securities or securities convertible into voting securities of you and shall furnish the list to us upon request.

18.2 Franchisee Partnership. If you or any of your successors or assignees are a partnership, you shall comply with the following requirements:

18.2.1 You shall be newly organized and shall furnish us with a copy of your partnership agreement as well as such other documents as we may reasonably request, and any amendments thereto. Your partnership agreement shall at all times provide that

its activities are confined exclusively to operating the Franchised Business. Your legal name may not contain any of our trademarks;

18.2.2 The partnership agreement shall at all times note conspicuously that partnership rights are held subject to, and that further assignment or transfer thereof are subject to, all restrictions imposed upon assignments by the Franchise Agreement; and

18.2.3 You shall prepare and furnish to us, upon request, a list of all your general and limited partners and their percentage of ownership

18.3 Franchisee Limited Liability Company. If you or any of your successors or assignees are a limited liability company, you shall comply with the following requirements:

18.3.1 You must be newly organized and the articles of organization and operating agreement must at all times provide that your activities are confined exclusively to operating the Franchised Business. Your legal name may not contain any of our trademarks;

18.3.2 You shall furnish us with a copy of the articles of organization and operating agreement as well as such other governing documents as we may reasonably request, and any amendments thereto;

18.3.3 The articles of organization or operating agreement shall at all times note conspicuously that membership rights are held subject to, and that further assignment or transfer thereof are subject to, all restrictions imposed upon assignments by the Franchise Agreement; and

18.3.4 You shall prepare and furnish to us, upon request, a list of your members or parties that hold any ownership interest in you.

18.4 Guaranty and Indemnification. If you are a corporation, partnership or limited liability company, or if any of your successors or assignees are a corporation, partnership or limited liability company, then all of the principals thereto shall execute a Guarantee, Indemnification, and Acknowledgment in the form attached hereto as Exhibit D

18.5 Disclosure. If you are a corporation, partnership or limited liability corporation, you must complete the Disclosure of Franchisee Owners attached to this Franchise Agreement as Exhibit E. You shall notify us of any changes to any of your shareholders, partners or members ("Franchisee Owners"). You acknowledge that a change in the identity or ownership percentage of any Franchisee Owner shall constitute a Transfer and is governed by Paragraph 14 of this Agreement.

19. TAXES, PERMITS, AND INDEBTEDNESS

19.1 Payment of Taxes. You shall promptly pay when due all taxes levied or assessed, including, without limitation, employer's portion of employment-related taxes (FICA, Medicare and unemployment taxes) and sales taxes, and all accounts and other indebtedness of every kind

incurred by you in the operation of the Franchised Business. You shall pay to us an amount equal to any sales tax, gross receipts tax, or similar tax (other than income tax) imposed on us with respect to any payments to us required under this Agreement.

19.2 Contesting Taxes. In the event of any bona fide dispute as to your liability for taxes assessed or other indebtedness, you 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 you 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, any improvements thereon or the business and its assets.

19.3 Permits and Licenses. You shall comply with all federal, state, and local laws, rules, and regulations, including without limitation, the applicable provisions of the ADA regarding the construction, design, and operation of the Franchised Business and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Franchised Business, including, without limitation, licenses to do business, fictitious name registrations, occupancy licenses, sales tax permits, construction licenses and permits, health permits, building permits, handicap permits and fire clearances.

19.4 Notification of Adverse Action. You shall immediately notify us 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 Franchised Business.

20. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

20.1 Independent Contractor. The parties agree that this Agreement does not create a fiduciary relationship between them for any purpose, and acknowledge that you shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever. During the term of this Agreement, you shall clearly and conspicuously identify yourself and hold yourself out to the public as an independent contractor operating the Franchised Business pursuant to a franchise agreement with us. You agree to take such action as may be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place at the Premises, the content of which we reserve the right to specify or approve.

20.2 No Authority to Contract. Nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on our behalf, or to incur any debt or other obligation in our name; and we shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall we be liable by reason of any act or omission by you in your operation of the franchised business hereunder or for any claim or judgment arising there from against you or us.

20.3 Indemnification. You shall indemnify and hold us and our affiliates, and their respective 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 your negligent operation of the Franchised Business, the business conducted under this Agreement, or your breach of this Agreement, , unless (and then only to the extent that) the claims, obligations, and damages are determined to be caused solely by our gross negligence or willful misconduct according to a final ruling that cannot be appealed issued by a court or arbitrator with competent jurisdiction, as well as the costs, including reasonable attorneys' fees, of defending against any such action arising from such breach or negligence that is not solely the result of our negligence or willful misconduct. In the event we incur any costs or expenses, including, without limitation, legal fees, travel expenses, and other charges, in connection with any proceeding involving you in which we are not a party, you shall reimburse us for all such costs and expenses promptly upon presentation of invoices. You acknowledge and agree that your indemnification and hold harmless obligations under this Section shall survive the termination or expiration of this Agreement. Nothing herein shall preclude us from choosing our own legal counsel to represent us in any lawsuit, arbitration, or other dispute resolution; provided that if you assume the obligation to defend such claim you shall have the right to consent to such counsel, which consent shall not be unreasonably withheld.

21. APPROVALS AND WAIVERS

21.1 Approval and Consent. Whenever this Agreement requires our prior approval or consent, you shall make a timely written request to us the response to which must be in writing. We shall be required to respond to your request within a reasonable time frame.

21.2 No Warranties or Guarantees. We make no warranties or guarantees upon which you may rely, and assume no liability or obligation to you, by providing any waiver, approval, consent, or suggestion to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefore.

21.3 No Waiver. No failure by us to exercise any power reserved to us by this Agreement, or to insist upon strict compliance by you 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 our right to demand exact compliance with any of the terms hereof. Our waiver of any particular default by you shall not affect or impair our rights with respect to any subsequent default of the same, similar, or different nature; nor shall any delay, force, or omission by us to exercise any power or right arising out of any breach of default by you of any of the terms, provisions, or covenants hereof, affect or impair our right to exercise the same, nor shall such constitute a waiver by us 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. Our subsequent acceptance of any payments due to us hereunder shall not be deemed to be a waiver by us of any preceding breach by you of any terms, covenants, or conditions of this Agreement.

22. GRANT OF SECURITY INTEREST

As security for the payment of all amounts from time to time owing by you to us under this Agreement and all other agreements between the parties, and performance of all obligations to be performed by you, you hereby grant to us a security interest in all of your assets used in the Franchised Business, including, without limitation, all equipment, furniture, fixtures, inventory,

and building and road signs, as well as all proceeds of the foregoing (the "Collateral"). You warrant and represent that the security interest granted hereby is prior to all other security interests held by financial institutions, if any. You agree not to remove the Collateral, or any portion thereof, from the Premises without our prior written consent. Upon the occurrence of any event entitling us to terminate this Agreement or any other agreement between the parties, we shall have all the rights and remedies of a secured party under the Uniform Commercial Code of the state in which the Franchised Business is located, including, without limitation, the right to take possession of the Collateral. You agree to execute and deliver to us financing statements or such other documents as we reasonably deem necessary to perfect our interest in the Collateral within ten (10) days of receipt by you of such documents from us. You will be responsible for reimbursing us upon our written request for all administrative fees, filing fees and taxes that we incur or are imposed upon us as part of our perfection of the security interest granted herein.

23. NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by registered mail, or sent by other means which affords the sender evidence of delivery or rejected delivery (including, without limitation, private delivery or courier service), which shall not include electronic communication, such as e-mail, 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 Us:	Notices to You:
Next Day Access, LLC 3150 Stage Post Drive, Suite 101 Bartlett, TN 38133 Attn: Brian Clark, President	_____ _____ Attn: _____

Any notice by a means which affords the sender evidence of delivery or rejected delivery shall be deemed to have been given and received at the date and time of receipt or rejected delivery.

24. ENTIRE AGREEMENT

This Agreement, the attachments hereto, and the documents referred to herein constitute the entire Agreement between the parties concerning the subject matter hereof, and supersede any prior agreements, no other representations having induced you to execute this Agreement. Except for those permitted to be made unilaterally by us 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. Nothing in this Agreement or in any

related agreement between you and us is intended to disclaim the representations in our Franchise Disclosure Document or any exhibits or attachments thereto.

25. SEVERABILITY AND CONSTRUCTION

25.1 Severability. 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.

25.2 Survival. Any provision or covenant in this Agreement which expressly or by its nature imposes obligations beyond the expiration, termination or assignment of this Agreement (regardless of cause for termination), shall survive such expiration, termination or assignment, including but not limited to Sections 10, 17, and 26.

25.3 No Rights or Remedies Conferred. 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 you, us, our officers, directors, shareholders, agents, and employees, and such of our successors and assigns as may be contemplated by Section 25 hereof, any rights or remedies under or by reason of this Agreement.

25.4 Promises and Covenants. You expressly agree 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, that may result from striking from any of the provisions hereof any portion or portions which a court, arbitrator, or agency having valid jurisdiction may hold to be unreasonable and unenforceable in a decision to which there is no further recourse to which we are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court, arbitrator, or agency order.

25.5 Captions and Headings. All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

26. APPLICABLE LAW AND DISPUTE RESOLUTION

26.1 Applicable Law. This Agreement shall be interpreted and construed exclusively under the laws of the State of Tennessee. In the event of any conflict of law, the laws of Tennessee shall prevail, without regard to the application of Tennessee conflict-of-law rules. If, however, any provision of this Agreement would not be enforceable under the laws of Tennessee and if you are located outside of Tennessee and such provision would be enforceable under the laws of the state in which you are located, then such provision shall be interpreted and construed under the laws of that state.

26.2 Mediation. Except as otherwise provided herein, if a dispute arises out of or relates to this Agreement, the breach hereof, the rights and obligations of the parties hereto, or the making, formation, interpretation, or performance of either party under this Agreement, the parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation, or some other dispute resolution procedure. Such mediation shall take place before one mediator at a location nearest to our principal business address or at such other location as determined by us in our sole discretion. The parties shall each bear all of their own costs of mediation; provided, however, the fees of the mediator shall be divided equally between the parties. The parties hereto agree that mediation shall not be required with respect to: (a) any claim or dispute involving any payment obligation of yours that is more than forty five (45) days past due; (b) any claim or dispute involving actual or threatened disclosure or misuse of our confidential information; (c) any claim or dispute involving the infringement on, ownership, validity, or use of the Proprietary Marks; (d) any claim or dispute involving the insurance or indemnification provisions of this Agreement; or (e) any action by us to enforce the covenants set forth in Section 17 of this Agreement.

26.3 No Class Action or Multi-Party Litigation. No action or proceeding related to, arising out of or under this Agreement shall add as a party, by consolidation, joinder, class, or in any other manner, any person or party other than you and us and any person in privity with, or claiming through, in the right of, or on behalf of, you or us, unless both parties consent in writing. We have the absolute right to refuse such consent.

26.4 Jurisdiction and Venue. Any action between us, whether or not arising out of, or relating to, this Agreement, brought by you (or any principal thereof) against us shall be brought in the state or federal courts Shelby County, Tennessee. You hereby waive all objections to personal jurisdiction and venue for purposes of this Section 26.4 and agree that nothing in this Section 26.4 shall be deemed to prevent us from removing an action from state court to federal court.

26.5 No Exclusivity. No right or remedy conferred upon or reserved to us or you 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.

26.6 Injunctive Relief. Nothing herein contained (including, without limitation, Sections 26.2and 26.4 above) shall bar our right to obtain injunctive relief from any court of competent jurisdiction against threatened conduct that will cause us loss or damage, under the usual equity rules, including the applicable rules for obtaining specific performance, restraining orders, and preliminary injunctions. Should we seek injunctive relief, we will not be required to show actual harm or post a bond. You specifically waive the defense of adequate remedies at law.

26.7 Limitation of Claims. You agree that any and all claims by you against us arising out of, or relating to, this Agreement may not be commenced by you unless brought before the expiration of one (1) year after the act, transaction, or occurrence upon which such claim is based. You agree that any claim or action not brought within the period required under this Section 26.7 shall forever be barred as a claim, counterclaim, defense, or set off.

26.8 Our Costs and Expenses. Except as expressly provided by Section 26.2 hereof, you shall pay all expenses, including reasonable attorneys' fees and costs, incurred by us, our affiliates, and our successors and assigns in any successful litigation (a) to remedy any of your defaults of, or enforce any of our rights under, this Agreement, regardless of commencement of litigation; (b) to effect termination of this Agreement; (c) to collect any amounts due under this Agreement; (d) incurred by us in the prosecution of claims against you; or (e)incurred by us in the defense of claims made by you against us.

26.9 WAIVER OF RIGHT TO A JURY AND PUNITIVE DAMAGES. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY AGREE AS FOLLOWS:

26.9.1 THE PARTIES BOTH EXPRESSLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY OR AGAINST EITHER PARTY; AND

26.9.2 THE PARTIES BOTH EXPRESSLY WAIVE ANY CLAIM FOR PUNITIVE, MULTIPLE, AND/OR EXEMPLARY DAMAGES, EXCEPT THAT WE 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.

27. FORCE MAJEURE

27.1 Non-Performance or Delay. Neither party shall be responsible to the other for non-performance or delay in performance occasioned by causes beyond its control, including without limiting the generality of the foregoing: (a) acts of God; (b) acts of war, terrorism, or insurrection; (c) strikes, lockouts, labor actions, boycotts, floods, fires, hurricanes, tornadoes, and/or other casualties; and/or (d) our inability and/or the inability of our affiliates or suppliers to manufacture, purchase, and/or cause delivery of any products used in the operation of the Next Day Access® Business.

27.2 Delay in Making Payments. The inability of either party to obtain and/or remit funds shall be considered within control of such party for the purpose of this Section. If any such delay occurs, any applicable time period shall be automatically extended for a period equal to the time lost; provided, however, that the party affected makes reasonable efforts to correct the reason for such delay and gives to the other party prompt notice of any such delay; and further provided, however, that you shall remain obligated to promptly pay all fees due and owing to us hereunder, without any such delay or extension.

28. ACKNOWLEDGMENTS

28.1 Independent Investigation. You acknowledge that you have conducted an independent investigation of the business franchised hereunder, and recognize that the business venture contemplated by this Agreement is speculative and involves business risks, and that its success depends to a material extent upon your ability (or, if you are a corporation, partnership or limited liability company, the ability of your principals) as an independent businessperson, as

well as other factors. We expressly disclaim the making of, and you acknowledge that you have 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, and you represent and warrant that you have not entered into this Agreement in reliance upon any representation, oral or written, by us as to potential or expected sales or profits.

28.2 Site Approval. You hereby acknowledge and agree that our approval of the site for the Next Day Access® Business does not constitute an assurance, representation or warranty of any kind, express or implied, as to the suitability of the Next Day Access® Business' site, the Next Day Access® Business' profitability or success, or for any other purpose, or of its compliance with any applicable zoning or land-use regulations or ordinances and any federal, state and local laws, codes and regulations including, without limitation, the applicable provisions of the Americans with Disabilities Act (the "ADA") regarding the construction, design and operation of the Next Day Access® Business. You acknowledge and agree that you, and not us, have the duty and obligation to locate and, if necessary, lease a site for the Next Day Access® Business, that we make no representation, warranty, or guarantee that a suitable and acceptable site will be located, and that our approval of a site is not a guarantee or warranty that an acceptable lease can be negotiated or executed.

28.3 Acknowledgment of Receipt. You represent and agree that you received our Franchise Disclosure Document (with all its exhibits and this Agreement with all its exhibits) at least fourteen (14) calendar days before your signing of this Agreement or the payment of any monies to us under this Agreement or earlier upon your reasonable request. You represent and agree that you received a completed copy of this Agreement and all related agreements attached to the Franchise Disclosure Document with any changes to such agreements unilaterally and materially made by us at least seven (7) calendar days before executing this Agreement.

28.4 Acknowledgment of Understanding; Opportunity to Consult. You acknowledge that you have read and understood this Agreement, the attachments hereto, and agreements relating thereto, if any, and that we have accorded you ample time and opportunity to consult with an attorney or other advisor of your own choosing about the potential benefits and risks of entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

FRANCHISOR: NEXT DAY ACCESS, LLC

_____ _____

By: Brian Clark, President Date

FRANCHISEE:

_____ _____

By: Date

GUARANTOR:

By: ,personally and individually Date

EXHIBIT A
Next Day Access® FRANCHISE AGREEMENT
APR AGREEMENT

1. **APPROVED LOCATION**. You, as Franchisee, shall establish and operate your Next Day Access® Business at the location set forth at the following location (*address of business*):

2. **AREA OF PRIMARY RESPONSIBILITY**. The county(ies) that constitutes your Area of Primary Responsibility is described below:

We have not made, and do not make any representation or forecast about your Approved Location or Area of Primary Responsibility or the success or profitability of your Next Day Access® Business.

IN WITNESS WHEREOF we have caused our signatures to be attested to the date first written above.

FRANCHISOR: Next Day Access, LLC

_____ _____

By: Brian Clark Date
President

FRANCHISEE:

_____ _____

By: , Member Date

EXHIBIT B
Next Day Access® FRANCHISE AGREEMENT
ADA CERTIFICATION

Next Day Access LLC (hereinafter referred to as "we", "us" or "our") and _____ (hereinafter referred to as "you" or "your") are parties to a franchise agreement dated _____, 20____ (the "Franchise Agreement") for the operation of a Next Day Access® Business located at _____. In accordance with Section 5.4 of the Franchise Agreement, you certify to us that, to the best of your knowledge and to the extent required by law, the Next Day Access® Business and its adjacent areas comply with all applicable federal, state and local accessibility laws, statutes, codes, rules, regulations and standards, including but not limited to the Americans with Disabilities Act. You acknowledge that we have relied on the information contained in this certification. Furthermore, you agree to indemnify us and our officers, directors, and employees in connection with any and all claims, losses, costs, expenses, liabilities, compliance costs, and damages incurred by the indemnified party(ies) as a result of any matters associated with your compliance with the Americans with Disabilities Act, as well as the costs, including attorneys' fees, related to the same.

IN WITNESS WHEREOF, the undersigned has duly executed this ADA Certification on the date first above written.

FRANCHISOR: Next Day Access, LLC

_____ _____

By: Brian Clark Date
President

FRANCHISEE:

_____ _____

By: , Member Date

EXHIBIT C
Next Day Access®
FRANCHISE AGREEMENT

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

Directions: Each Franchisee and their employee with access to Franchisor's Confidential Information or required software shall complete and sign one copy of this Confidentiality and Non-Competition Agreement and the Franchisee shall return it to the Franchisor.

Printed Name: _____

Street: _____

Town: _____

State: _____ Zip: _____

Personal Phone #: _____

Position: _____

Name of Franchisee: _____

City: _____ State: _____

In consideration of your position with the above Franchisee, you, the undersigned, hereby acknowledge and agree that:

Confidentiality Agreement. The Franchisee operates a franchised Next Day Access® Business (the "Franchised Business") under a franchise agreement with Next Day Access, LLC (the "Franchisor"). During the term of your employment with the Franchisee and for all time thereafter, you agree not to communicate, divulge, or use for the benefit of any person or entity (such as a partnership, association, limited liability company, corporation, or other entity) any confidential information, knowledge, or know-how concerning the training you receive and the methods of operation of the Franchised Business that may be communicated to you by virtue of your employment, with the Franchisee. Any and all information, knowledge, know-how, techniques, and other data that the Franchisor designates as confidential shall be deemed confidential for purposes of this Confidentiality and Non-competition Agreement (the "Agreement.")

1. **Non-Competition Agreement**. You agree you will receive certain valuable information about the Franchisor's system of operation (the "System"), and this information would not have been given to you, without your execution of this Agreement. You covenant that while you are employed by, the Franchisee and for a continuous uninterrupted period of two years beginning when your employment, with the Franchisee ends, you shall not in any

way (directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity):

a) divert or attempt to divert any present or prospective business or customer of any Next Day Access® Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Franchisor's marks or its System; or

b) own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any business which: (a) is the same as, or substantially similar to, an Next Day Access® business; or (b) offers to sell or to rent or sells any services, equipment, product or other item which is the same as, or substantially similar to, any of the services, equipment, product or other items offered by an Next Day Access® business.

2. Exceptions to the restrictions in this Paragraph 2. After your termination of employment, with the Franchisee, the restrictions in this Paragraph 2 apply only to such a business located within the APR of the Franchisee's Next Day Access® business (which you acknowledge has been explained to you), one hundred (100) miles of the Franchisee's Next Day Access® business; or one hundred (100) miles of any other Next Day Access® business. The Franchisor has the right, but not the obligation, at any time, to reduce the scope of any covenant in this Paragraph 2 or any portion of any covenant in this Paragraph 2, without your consent, effective immediately upon receipt by you of written notice; and you shall comply immediately with any covenant as so modified, which shall be fully enforceable without regard to any other provision of this Paragraph 2.

3. Third-party beneficiary. The Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely or jointly with the Franchisee at the Franchisor's sole discretion. Any violation of this Agreement will cause the Franchisor and the Franchisee irreparable harm, and, therefore, the Franchisor or the Franchisee, or both, may apply for the issuance of an injunction preventing you from violating this Agreement in addition to any other remedies it or they may have hereunder, at law or in equity.

I have read and understand this Confidentiality and Non-competition Agreement. I agree to be bound by this Confidentiality and Non-competition Agreement. I have a copy of this Confidentiality and Non-competition Agreement.

This Agreement shall be construed under the laws of the State of Tennessee. Except as provided in Paragraph 2 above, the only way this Agreement can be changed is in a writing signed by the Franchisor, the Franchisee and you.

AGREED AND ACKNOWLEDGED BY YOU

_____ _____

By: , individually and personally Date

EXHIBIT C.1
Next Day Access®
FRANCHISE AGREEMENT

INDEPENDENT CONTRACTOR CONFIDENTIALITY AGREEMENT

Directions. Each Independent Contractor with access to Franchisor's Confidential Information that is a sales representative or installer shall complete and sign one copy of this Confidentiality Agreements and the Franchisee shall return it to the Franchisor.

Company Name: _____

Printed Name: _____

Street: _____

Town: _____

State: _____ Zip: _____

Personal Phone #: _____

Position: _____

Name of Franchisee: _____

City: _____ State: _____

In consideration of your independent contractor relationship with the above Franchisee, you, the undersigned, hereby acknowledge and agree that:

1. **Confidentiality Agreement.** The Franchisee operates a franchised Next Day Access® Business (the "Franchised Business") under a franchise agreement with Next Day Access, LLC (the "Franchisor"). During the term of your independent contractor relationship arrangement with the Franchisee and for all time thereafter, you agree not to communicate, divulge, or use for the benefit of any person or entity (such as a partnership, association, limited liability company, corporation, or other entity) any confidential information, knowledge, or know-how concerning the training you receive and the methods of operation of the Franchised Business that may be communicated to you by virtue of your employment, affiliation, or independent contract relationship with the Franchisee. Any and all information, knowledge, know-how, techniques, and other data that the Franchisor designates as confidential shall be deemed confidential for purposes of this Confidentiality Agreement (the "Agreement.")

2. **Third-party beneficiary**. The Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely or jointly with the Franchisee at the Franchisor's sole discretion. Any violation of this Agreement will cause the Franchisor and the Franchisee irreparable harm, and, therefore, the Franchisor or the Franchisee, or both, may apply for the issuance of an injunction preventing you from violating this Agreement in addition to any

other remedies it or they may have hereunder, at law or in equity.

I have read and understand this Confidentiality Agreement. I agree to be bound by this Confidentiality Agreement. I have a copy of this Confidentiality Agreement.

This Agreement shall be construed under the laws of the State of Tennessee. Except as provided in Paragraph 2 above, the only way this Agreement can be changed is in a writing signed by the Franchisor, the Franchisee and you.

AGREED AND ACKNOWLEDGED BY YOU

_____ _____

By: , individually and personally Date

EXHIBIT D
Next Day Access®
FRANCHISE AGREEMENT

GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT

As an inducement to Next Day Access, LLC ("Franchisor") to execute the Franchise Agreement between Franchisor and _____("Franchisee") Dated_____, 20____ (the "Agreement"), the undersigned (the "Guarantors"), jointly and severally, hereby unconditionally guarantee to Franchisor and its successors and assigns that all of Franchisee's obligations under the Agreement will be punctually paid and performed.

Upon demand by Franchisor, the Guarantors will immediately make each payment to Franchisor required of Franchisee under the Agreement. The Guarantors 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 Guarantors under this Guarantee, Franchisor may, without notice to the Guarantors, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee. The Guarantors waive notice of amendment of the Agreement and notice of demand for payment by Franchisee, and agree to be bound by any and all such amendments and changes to the Agreement. The Guarantors agree that this Guaranty may be assigned by the Franchisor without prior notice to or approval from the Guarantors.

The Guarantors 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, and mediation 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 Guarantors hereby acknowledge and agree to be individually bound by all of the confidentiality provisions and non-competition covenants contained in Sections 10 and 17 of the Agreement.

This Guarantee shall terminate upon the termination or expiration of the Agreement or upon the transfer or assignment of the Agreement by Franchisee, except that all obligations and liabilities of the Guarantors which arose from events which occurred on or before the effective date of such termination, expiration, transfer, or assignment of the Agreement shall remain in full force and effect until satisfied or discharged by the Guarantors, and all covenants which by their terms continue in force after the termination, expiration, transfer, or assignment of the Agreement shall remain in force according to their terms. This Guarantee shall not terminate upon the transfer or assignment of the Agreement or this Guarantee by Franchisor. 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 26 of the Agreement. This Guarantee shall be interpreted and construed under the laws of the State of Tennessee. In the event of any conflict of law, the laws of State of Tennessee shall prevail, without regard to, and without giving effect to, the application of the State of Tennessee conflict of law rules.

The Guarantors agree that the dispute resolution and attorney fee provisions in Section 26 of the Agreement are hereby incorporated into this Guarantee by reference, and references to "You" and the "Franchise Agreement" therein shall be deemed to apply to "Guarantors" and this "Guarantee," respectively, herein.

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 affords the sender evidence of delivery or rejected delivery (including, without limitation, private delivery or courier service), which shall not include electronic communication, such as e-mail, 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:
Next Day Access, LLC
3150 Stage Post Drive, Suite 101
Bartlett, TN 38133
Attn: Brian Clark, President

Notices to Guarantors:

_____

_____

_____

Attn: _____

Any notice by a method which affords the sender evidence of delivery or rejected delivery shall be deemed to have been given at the date and time of receipt or rejected delivery.

IN WITNESS WHEREOF, each of the Guarantors has signed this Guarantee as of the date of the Agreement.

GUARANTORS

_____ _____
By: ,individually and personally Date

_____ _____
By: ,individually and personally Date

_____ _____
By: ,individually and personally Date

EXHIBIT E
Next Day Access®
FRANCHISE AGREEMENT

DISCLOSURE OF FRANCHISEE OWNERS

(To be completed only if Franchisee is a Corporation, Partnership, or Limited Liability Company)

Under Paragraph 18.5 of the Franchise Agreement:

1. **Franchisee Owners**. You acknowledge and agree that the following is a complete list of all of the shareholders, partners, or members of Franchisee and the percentage interest of each individual as of the Agreement Date set forth in the Franchise Agreement:

Name	Position	Percent Interest

2. **Changes in Franchisee Owners**. You agree to notify in writing the Franchisor of any changes to the Franchisee Owners.

IN WITNESS WHEREOF, the Franchisee has executed this Exhibit E on the Agreement Date set forth in the Franchise Agreement.

Name of Franchisee *(Enter the same name that appears in Paragraph 1)*		
Print Name	Signature	Title
Print Name	Signature	Title
Print Name	Signature	Title
Print Name	Signature	Title

EXHIBIT F to FDD: Franchise Disclosure Questionnaire
FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know, Next Day Access, LLC ("we," "us" or "Franchisor") and you are preparing to enter into a Franchise Agreement for the operation of a Franchised Business. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received and personally reviewed our Franchise Agreement and each exhibit and schedule attached to it?

Yes / No

2. Do you understand all of the information contained in the Franchise Agreement and each exhibit and schedule attached to it?

Yes / No

If "No," what parts of the Franchise Agreement do you not understand? (Attach additional pages, if necessary)

3. Did you receive a copy of the Franchise Agreement at least seven (7) days prior to signing it?

Yes / No

4. Have you received and personally reviewed the Disclosure Document we provided to you?

Yes / No

5. Do you understand all of the information contained in the Disclosure Document?

Yes / No

If "No", what parts of the Disclosure Document do you not understand? (Attach additional pages, if necessary)

6. Did you receive a copy of the Disclosure Document at least fourteen (14) days prior to signing any agreement with us or paying us any money?

Yes / No

7. Have you discussed the benefits and risks of operating a Franchised Business with an attorney, accountant or other professional advisor and do you understand those risks?

Yes / No Name and Address of Advisor _____

_____

_____

8. Do you understand that the success or failure of your business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

Yes / No

9. Has any employee or other person speaking on our behalf made any statement or promise concerning the revenues, profits or operating costs of a Franchised Business operated by us or our franchisees?

Yes / No

10. Has any employee or other person speaking on our behalf made any statement or promise concerning the Franchised Business that is contrary to, or different from, the information contained in the Disclosure Document?

Yes / No

11. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a Franchised Business?

Yes / No

12. Has any employee or other person speaking on our behalf made any statement or promise concerning the total amount of revenue a Franchised Business will generate?

Yes / No

13. Has any employee or other person speaking on our behalf made any statement or promise regarding the costs you may incur in operating a Franchised Business that is contrary to, or different from, the information contained in the Disclosure Document?

Yes / No

14. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes / No

15. Has any employee or other person speaking on our behalf made any statement, promise, or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish you that is contrary to, or different from, the information contained in the Disclosure Document?

Yes / No

15. If you have answered "Yes" to any of questions nine (9) through fifteen (15), please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "No" to each of such questions, please leave the following lines blank

_____

_____

_____

16. Do you understand that in all dealings with you, our officers, directors, employees and agents act only in a representative capacity and not in an individual capacity and such dealings are solely between you and the Franchisor?

Yes / No

17. Do you understand that nothing in the Franchise Agreement or in our communications with one another is intended to make, or in fact makes, either you or us a general or limited partner, general or special agent, joint venture, or employee of the other for any purpose, that the Franchise Agreement does not create a fiduciary relationship between you and us, and that we and you are and will be independent contractors during the term of the Franchise Agreement?

Yes / No

By signing this Questionnaire, you agree that you understand that your answers are important to us and that we will rely on them when determining to award you a franchise, and you are representing that you have responded truthfully to the above questions.

FRANCHISE APPLICANT:

By: _____ Date: _____

EXHIBIT G TO FDD: Conversion Amendment
CONVERSION AMENDMENT

This Conversion Amendment to the Franchise Agreement between the same parties listed below ("Agreement") is made and entered into this ____day of _____, 20____by and between Next Day Access, LLC, a limited liability company formed under Tennessee law, with its principal business address at 3150 Stage Post Drive, Suite 101, Bartlett, TN 38133 (referred to in this Agreement as "we", "us" or "our"), and _____, a _____with its principal place of business at _____(referred to in this

Agreement as "you", "your" or "owner").

RECITALS:

WHEREAS, we entered into a franchise agreement for the purpose of converting an existing business to that of a Next Day Access® Business (the "Agreement") and

WHEREAS, We have a Conversion Program that allows You, the converting business owner to do so at reduced fees provided the conversion is completed to our reasonable satisfaction within a specified period of time; and

WHEREAS, we are willing to proceed with the conversion, but only upon the terms and conditions of the Agreement and this "Conversion Amendment",

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, agree as follows:

1. GRANT

1.1 Grant of the Conversion Franchise. We grant to you the right, and you undertake the responsibility of completing the conversion of your current business to our reasonable satisfaction within the period of ninety (90) days from the date of the Agreement.

1.2 In the event that you are unable after a good faith effort or unwilling for any reason to complete the conversion of the business to that of a Next Day Access® Business within the ninety (90) day period then this Conversion shall terminate immediately and all fees paid by you less our reasonable associated costs will be returned to you as quickly as is commercially feasible. In that event, the Non-Disclosure and Non-Compete Agreements that you signed pursuant to this transaction will not terminate.

2. FEES

2.1 The Initial Franchise Fee defined in Section 4.1 of the Agreement is reduced from $32,000 to $28,800.

2.2 The cost of additional county(ies) defined in Section 1.4 of the Agreement is reduced from $00.03 per person in each of the county(ies) being purchased to $00.015 per person in each of the county(ies) being purchased.

3. OTHER

In all other respects the terms and conditions of the Agreement are incorporated herein by reference as if they were first written above.

IN WITNESS WHEREOF, the parties hereto have duly executed this Conversion Amendment on the date first above written.

FRANCHISOR: NEXT DAY ACCESS, LLC

_____
By: Brian Clark, President Date

FRANCHISEE:

_____
By: Date

EXHIBIT H to FDD: Honored Veteran Program Amendment
HONORED VETERAN PROGRAM AMENDMENT

This Honored Veteran Program Amendment to the Franchise Agreement between the same parties listed below ("Agreement") is made and entered into this _____day of_____, 20_____by and between Next Day Access, LLC, a limited liability company formed under Tennessee law, with its principal business address at3150 Stage Post Dr., Suite 101, Bartlett, TN 38133 (referred to in this Agreement as "we", "us" or "our"), and_____, a _____

with its principal place of business located at _____

(referred to in this Agreement as "you", "your" or "owner").

RECITALS:

WHEREAS, we entered into a franchise agreement for the purpose of assisting the Franchisee start a Next Day Access® Business (the " Agreement") and

WHEREAS, We have a Program that provides discounts in the Initial Franchise Fee and the purchase of exclusivity in additional ZIP Codes in the Franchisee's Area of Primary Responsibility (the "APR") to prospective franchisees who meet our minimum criteria to become a Next Day Access® Franchisee and who have received an honorable discharge from a branch of the Armed Forces of the United States of America or the spouse of that service man or service woman; and

WHEREAS, the parties wish to record Franchisee's acceptance into NDA's Veteran's Program",

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, agree as follows:

1. GRANT

1.1 Grant of the Veteran's Program Franchise. We grant to you the right, and you undertake the responsibility of becoming a Next Day Access® Franchisee under the NDA Veteran's Program.

2. FEES

2.1 The Initial Franchise Fee defined in Section 4.1 of the Agreement is reduced from $32,000 to $28,800.

2.2 The cost of additional county(ies) defined in Section 1.4 of the Agreement is reduced from $00.03 per person in each of the county(ies) being purchased to $00.015 per person in each of the county(ies) being purchased.

3. OTHER

3.1 These rights are exclusive to you and cannot be transferred unless transfer is to a prospective franchisee who also meets the qualification of this Program.

3.2 In all other respects the terms and conditions of the Agreement are incorporated herein by reference as if they were first written above.

IN WITNESS WHEREOF, the parties hereto have duly executed this Honored Veteran Program Amendment on the date first above written.

FRANCHISOR: NEXT DAY ACCESS, LLC

_____

By: Brian Clark, President Date

FRANCHISEE:

_____

By: Date

EXHIBIT I to FDD: Release Agreement

RELEASE AGREEMENT

This Release Agreement ("Agreement") is made and entered into on this _____day of _____, 20____, by and between _____, ("Franchisee") and Next Day Access, LLC ("Franchisor").

WITNESSETH:

WHEREAS, Franchisor and Franchisee are parties to a Next Day Access® Franchise Agreement (the "Franchise Agreement") dated_____, 20_____, granting Franchisee the right to operate an Next Day Access® franchised business under Franchisor's proprietary marks and System at the following location:_____

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

Franchisee, for itself and its successors, predecessors, assigns, beneficiaries, executors, trustees, agents, representatives, employees, officers, directors, shareholders, partners, members, subsidiaries and affiliates, (jointly and severally, the "Releasors") irrevocably and absolutely releases and forever discharges Franchisor and its successors, predecessors, assigns, beneficiaries, executors, trustees, agents, representatives, employees, officers, directors, shareholders, partners, members, subsidiaries and affiliates, (jointly and severally, the "Releasees") of and from all claims, obligations, actions or causes of action (however denominated), whether in law or in equity, and whether known or unknown, present or contingent, for any injury, damage, or loss whatsoever arising from any acts or occurrences occurring as of or prior to the date of this Agreement relating to the Franchise Agreement, the business operated under the Franchise Agreement, and/or any other agreement between any of the Releasees and any of the Releasors, except for any liabilities arising under the Maryland Franchise Registration and Disclosure Law, if applicable. The Releasors, and each of them, also covenant not to sue any of the Releasees regarding any of the claims being released under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FRANCHISOR: NEXT DAY ACCESS, LLC

_____ _____

By: Brian Clark, President Date

FRANCHISEE:

_____ _____

By: Date

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MULTI-STATE ADDENDUM

CALIFORNIA APPENDIX

1. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or non-renewal of a franchise. If the Franchise Agreement contains provisions that are inconsistent with the law, the law will control.

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

3. The Franchise Agreement contains covenants not to compete which extend beyond the termination of the agreements. These provisions may not be enforceable under California law.

4. Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.

5. Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 79a et seq., suspending or expelling such persons from membership in such association or exchange.

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

7. You must sign a general release if you renew or transfer your franchise. California Corporation 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).

8. 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 DISCLOSURE DOCUMENT.

9. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

10. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

11. The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements are per se violations of the Cartwright Act.

OUR WEBSITE, www.nextdayaccess.com HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at http://www.dbo.ca.gov/.

ADDENDUM REQUIRED BY THE STATE OF ILLINOIS

1. The following item must be included within the Disclosure Document and shall replace the language that is in the Disclosure Document itself:

Section 4, Jurisdiction and Venue, of the Illinois Franchise Disclosure Act of 1987 ("Act") states that "any provision in the franchise agreement which designates jurisdiction or venue in a forum outside of this State is void with respect to any cause of action which otherwise is enforceable in this State, provided that a franchise agreement may provide for arbitration in a forum outside of this State." This Section of the Act replaces any contradictory language contained in the Franchise Agreement.

2. Illinois law governs the Franchise Agreement.

3. Any releases and/or waivers that we request you to sign must conform with Section 41, Waivers Void, of the Illinois Franchise Disclosure Act of 1987 which states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code."

4. Under Illinois law at 200.608, Jurisdiction and Venue, a franchise agreement may not provide for a choice of law of any state other than Illinois. The Summary column of Items 17(v) and (w) of the Disclosure Document are amended to state "Illinois law". The appropriate sections of the Franchise Agreement are amended accordingly.

5. The appropriate sections of the Franchise Agreement are amended to comply with Section 27, Periods of Limitation, of the Act to allow any and all claims and actions arising out of or relating to these Agreements, the relationship of Franchisor and Franchisee, or your operation of the Franchise brought by you against us shall be commenced within 3 years from the occurrence of the facts giving rise to such claim or action, within 1 year after you become aware of the facts or circumstances indicating you may have a claim for relief, or 90 days after delivery to you of a written notice disclosing the violation, or such claim or action will be barred.

6. Item 17(g) of the Disclosure Document and the Franchise Agreement are amended by changing the time frame to cure defaults, excluding defaults for safety or security issues, to 30 days.

7. This Addendum amends both the Disclosure Document and the Franchise Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20___.

FRANCHISOR: NEXT DAY ACCESS, LLC

_____ _____

By: Brian Clark, President Date

FRANCHISEE:

_____ _____

By: Date

ADDENDUM REQUIRED BY THE STATE OF INDIANA

1. To be added to Item 3 of the Disclosure Document, is the following statement: There are presently no arbitration proceedings to which the Franchisor is a party.

2. Item 17 of the Disclosure Document is amended to reflect the requirement under Indiana Code 23-2-2.7-1(9), which states that any post term non-compete covenant must not extend beyond the franchisee's exclusive APR.

3. Item 17 is amended to state that this is subject to Indiana Code 23-2-2.7-1(10).

4. Under Indiana Code 23-2-2.7-1(10), jurisdiction and venue must be in Indiana if the franchisee so requests. The appropriate sections of the Franchise Agreement are hereby amended.

5. Under Indiana Code 23-2-2.7-1(10), franchisee may not agree to waive any claims or rights.

ADDENDUM REQUIRED BY THE STATE OF MARYLAND

This will serve as the State Addendum for the State of Maryland for Next Day Access, LLC's Franchise Disclosure Document and for its Franchise Agreement. The amendments to the Franchise Agreement included in this addendum have been agreed to by the parties.

1. Item 17 of the Disclosure Document is amended to state that the general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Item 17 of the Disclosure Document is amended to state that a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Item 17 of the Disclosure Document is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

4. Item 17 of the Disclosure Document is amended to state that the provisions in the Franchise Agreement which provide for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. § 101 *et seq.*).

5. The appropriate sections of the Franchise Agreement are amended to permit a franchisee to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. The appropriate sections of the Franchise Agreement are amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

7. The appropriate sections of the Franchise Agreement are amended to state that the general release required as a condition of renewal, sale and/or assignment/ transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

8. The Franchise Agreement and Franchisee Closing Questionnaire are amended to include the following statement: "All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

ADDENDUM REQUIRED BY THE STATE OF MINNESOTA

This addendum to the Disclosure Document effectively amends and revises said Disclosure Document, Franchise Agreement and Multi-Unit Development Agreement as follows:

1. Item 13 of the Disclosure Document and the appropriate sections of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

> "In accordance with applicable requirements of Minnesota law, Franchisor shall protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or shall indemnify Franchise from any loss, costs or expenses arising out of any claim, suit or demand regarding such use."

2. Item 17 of the Disclosure Document and the appropriate sections of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

> "With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes Sec. 80C.14, Subds.3, 4 and 5, which require (except in certain specified cases) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld."

3. Item 17 of the Disclosure Document and the appropriate sections of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

> "Minn. Stat. Sec. 80C.21 and Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of jurisdiction."

4. Item 17 of the Disclosure Document and the appropriate sections of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

> "Minn. Rule 2860.4400D prohibits us from requiring you to assent to a general release."

5. The appropriate sections of the Franchise Agreement and Multi-Unit Development Agreement regarding Limitations of Claims are hereby amended to comply with Minn. Stat. §80C.17, Subd. 5.

6. Any reference to liquidated damages in the Franchise Agreement is hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits requiring you to consent to liquidated damages.

7. Item 6, Insufficient Fund Fees: NSF fees are governed by Minnesota Statute 604.113; which puts a cap of $30 on a NSF check. This applies to everyone in Minnesota who accepts checks except banks.

8. Under Minn. Rule 2860.440J, the franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required. The Franchise Agreement and Multi-Unit Development Agreement are hereby amended accordingly.

ADDENDUM REQUIRED BY THE DEPARTMENT OF LAW OF THE STATE OF NEW YORK

The following Items are required to be included within the Disclosure Document and shall be deemed to supersede the language in the Disclosure Document itself:

3. LITIGATION

Neither the Franchisor, its Predecessor nor any person listed under Item 2 or an affiliate offering franchises under 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; anti-fraud or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; unfair or deceptive practices; or comparable allegations.

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

4. BANKRUPTCY

Neither the Franchisor, its affiliate, its predecessor, officers, or general partner during the ten year period immediately before the date of the disclosure document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code (or any comparable foreign law); (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 one year after the officer or general partner of the Franchisor held this position in the company or partnership.

DISCLOSURES REQUIRED

BY NORTH CAROLINA LAW

The State of North Carolina 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.

If the seller fails to deliver the product(s), equipment or supplies necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled. (N.C.G.S. §66-95) Effective Date: May 12, 2015

ADDENDUM REQUIRED BY THE STATE OF RHODE ISLAND

The following amends Item 17 and is required to be included within the Disclosure Document and shall be deemed to supersede the language in the Disclosure Document itself:

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 of this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

ADDENDUM REQUIRED BY THE COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Next Day Access, LLC, for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure: The following statements are added to Item 17.h:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement and development agreement does not constitute "reasonable cause," as that the term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, the provision may not be enforceable.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

ADDENDUM REQUIRED BY THE STATE OF WASHINGTON

The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act or rights or remedies under the Act, such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the Franchisor's reasonable estimated or actual costs in effecting a transfer.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20___.

FRANCHISOR: NEXT DAY ACCESS, LLC

_____ _____

By: Brian Clark, President Date

FRANCHISEE:

_____ _____

By: Date

EXHIBIT L to FDD: Receipt (In Duplicate)
RECEIPT

(Franchisee Copy)

This Disclosure Document summarizes provisions of the Franchise Agreement for a Next Day Access franchise and other information in plain language. Read this Disclosure Document and all agreements carefully.

If we offer you a franchise for a Next Day Access business we must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If we do not deliver this Disclosure Document on time or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and you should report it to the Federal Trade Commission, Washington, D.C. 20580, and the applicable state agency listed on Exhibit B to this Disclosure Document.

This disclosure document and the offer of the sale of a Next Day Access is being provided by Next Day Access, LLC, 3150 Stage Post Drive, Suite101, Bartlett, TN 38133; (901) 386-1832. Our registered agent for service of process in Tennessee is Paul Clark 3150 Stage Post Drive, Suite101, Bartlett, TN 38133.

The specific person providing the offer of the sale of this Next Day Access franchise is
Brian Clark, 3150 Stage Post Dr., Suite101, Bartlett, TN 38133
(name) (address)
901-386-1830.
(telephone number)

I have received the Next Day Access, LLC Franchise Disclosure Document dated April 26, 2016 (or the later date set forth for each applicable state on the State Cover Page to this Disclosure Document), which includes the following exhibits:

A	List of State Administrators
B	List of Agents for Service of Process
C	List of Current and Former Next Day Access® Franchisees
D	Financial Statements
E	Franchise Agreement (with Exhibits)
F	Franchise Disclosure Questionnaire
G	Conversion Amendment
H	Honored Veteran
I	Release Agreement
J	Operating Manual Table of Contents
K	State Addenda
L	Receipts

Date:_____ Your Name (Please Print):_____

Your Signature:_____

You may keep this copy for your records.

RECEIPT

(Franchisor Copy)

This Disclosure Document summarizes provisions of the Franchise Agreement for a Next Day Access franchise and other information in plain language. Read this Disclosure Document and all agreements carefully.

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H	Honored Veteran
I	Release Agreement
J	Operating Manual Table of Contents
K	State Addenda
L	Receipts

Date:_____ Your Name (Please Print):_____

Your Signature:_____

You should return one copy of the signed receipt either by signing, dating, and mailing it to Next Day Access LLC, 3150 Stage Post Drive, Suite 101, Bartlett, TN 38133, or by faxing a copy of the signed receipt to Next Day Access, LLC at 901-746-7896.