FRANCHISE DISCLOSURE DOCUMENT

Next Day Access, LLC
(a Tennessee Limited Liability Company)
3150 Stage Post Dr., Suite 101
Bartlett, TN 38133
(800) 423-0751 www.nextdayaccess.com
info@nextdayaccess.com

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 a Next Day Access franchised business is $164,725 - $320,000. This includes $23,000, the fee of $0.05 per person in the Area of Primary Responsibility, the $5,000 Initial Marketing Fee, and $35,000-$50,000 that must be paid to the franchisor or its affiliate(s).

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 David Tarr at dtarr@bestlifebrands.com or (901) 791-0001.

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: April 1, 2024

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit C.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Next Day Access business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Next Day Access franchisee?	Item 20 or Exhibit C lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Tennessee. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Tennessee than in your own state.

2. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

3. **Mandatory Minimum Payments**. You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

4. **Sales Performance Requirement**. You must maintain minimum sales performance levels. Your inability to maintain these levels will result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

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

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

TABLE OF CONTENTS

ITEM

1	THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
2	BUSINESS EXPERIENCE	6
3	LITIGATION	8
4	BANKRUPTCY	9
5	INITIAL FEES	10
6	OTHER FEES	12
7	ESTIMATED INITIAL INVESTMENT	17
8	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	20
9	FRANCHISEE'S OBLIGATIONS	22
10	FINANCING	23
11	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	24
12	TERRITORY	29
13	TRADEMARKS	30
14	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	31
15	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	32
16	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	33
17	RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION	33
18	PUBLIC FIGURES	39
19	FINANCIAL PERFORMANCE REPRESENTATIONS	39
20	OUTLETS AND FRANCHISEE INFORMATION	58
21	FINANCIAL STATEMENTS	64
22	CONTRACTS	64
23	RECEIPTS	64

EXHIBIT A	FINANCIAL STATEMENTS
EXHIBIT B	FRANCHISE AGREEMENT
EXHIBIT C	STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS
EXHIBIT D	SAMPLE DEPOSIT AGREEMENT
EXHIBIT E	SAMPLE RELEASE AGREEMENT
EXHIBIT F	OPERATING MANUAL TABLE OF CONTENTS
EXHIBIT G	LIST OF FRANCHISE LOCATIONS
EXHIBIT H	CONTACT INFORMATION FOR FORMER FRANCHISEES
EXHIBIT I	STATE ADDENDA
EXHIBIT J	STATE EFFECTIVE DATES
EXHIBIT K	RECEIPTS

ITEM 1

THE FRANCHISOR AND ANY PARENTS, 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.

The Franchisor

We are a limited liability company formed on March 26, 2012 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. Our agents to receive service of process are listed in Exhibit B.

We began offering Next Day Access franchises in December 2012. Other than serving as the franchisor of Next Day Access network of franchisees and operating the type of business being offered in this Disclosure Document, we do not engage in any other business activity. We have not offered franchises in any other line of business.

Our Parents and Affiliates

Our immediate parent company is Best Life Brands, LLC, a Michigan limited liability company, whose principal place of business is 900 Wilshire Drive, Suite 102, Troy, MI 48084-1600. Best Life Brands, LLC is owned entirely by CFC Holding Company, LLC, a Delaware limited liability company, whose principal place of business is 45 Rockefeller Center 630 Fifth Avenue, Suite 400, New York, NY 10111. CFC Holding Company, LLC's majority owner is TRC CFC, LLC, whose principal place of business is 45 Rockefeller Center, 630 Fifth Avenue, Suite 400, New York, NY 10111.

The name and principal business address of each of the companies that directly or indirectly control TRC CFC, LLC are as follows:

NAME OF COMPANY	PRINCIPAL BUSINESS ADDRESS	OWNERSHIP OR CONTROL OF COMPANY
RMCF IV Associates AIV I, L.P.	45 Rockefeller Center, 630 Fifth Avenue, Suite 400, New York, NY 10111	Owned by various individual investors and investor groups.
Riverside Micro-Cap Fund IV-A, L.P.	45 Rockefeller Center, 630 Fifth Avenue, Suite 400, New York, NY 10111	Owned by various individual investors and investor groups.
CFC Blocker Corporation	45 Rockefeller Center, 630 Fifth Avenue, Suite 400, New York, NY 10111	Wholly owned by Riverside Micro-Cap Fund IV-A, L.P.
TRC CFC, LLC	45 Rockefeller Center, 630 Fifth Avenue, Suite 400, New York, NY 10111	Majority owned by RMCF IV Associates AIV I, L.P. Minority owned by CFC Blocker Corporation

RMCF IV Associates AIV I, L.P. and Riverside Micro-Cap Fund IV-A, L.P. are part of The Riverside Company, a global private equity firm focused on investing in and acquiring growing businesses and it maintains its principal business address at 45 Rockefeller Center, 630 Fifth Avenue, Suite 400, New York, NY 10111.

Our Affiliates

"Affiliate" means an entity controlled by, controlling, or under common control with another entity. However, it is important to note that each of our affiliates are separate, distinct, independently-owned and operated companies.

Common Controlled Affiliates

Through common control with Best Life Brands, LLC, we are affiliated with the franchise programs offered by:

- Blue Moon Franchise Systems, LLC ("Blue Moon") whose principal place of business is 900 Wilshire Drive, Suite 102, Troy, MI 48084. Since August 2013, Blue Moon has offered franchises that provide services dedicated to selling the personal property including, but not limited to, furniture, tools, jewelry, décor as well as the provision of consignment sales for those who are downsizing, relocating, or are deceased under the Blue Moon name. As of December 31 2023, Blue Moon had 109 franchises in operation in the U.S. Blue Moon has never offered any services similar to those offered by ComForCare nor has it offered franchises in other lines of business.

- Boost Franchise Systems, LLC ("Boost") whose principal address is 900 Wilshire Drive, Suite 102, Troy, MI 48084. Since July 2021, Boost has offered franchises that provide intermittent care ordered by a doctor and is performed by a Home Health Aide (HHA), Licensed Practical Nurse/Licensed Vocational Nurse (LPN/LVN), Registered Nurse (RN), Physical Therapy (PT), Occupational Therapy (OT), Speech Language Pathologist (ST) and Medical Social Worker (MSW) to patients of all ages with acute and chronic long term complex health conditions within the patient's residence or within health care facilities. As of December 31, 2023, Boost had six franchises in operation in the U.S. Boost has never offered services similar to those offered by Blue Moon nor has it offered franchises in other lines of business.

- CarePatrol Franchise Systems, LLC ("CarePatrol") whose principal place of business is 900 Wilshire Dr., Suite 102, Troy, MI 48084-1600. Since April 2009, CarePatrol has offered franchises that provide referral and senior placement services under the CarePatrol name. At various times since 2012, CarePatrol has also sold four area representative franchisees in selected areas. As of December 31, 2023, CarePatrol had 172 franchises in operation in the U.S. CarePatrol has never offered any services similar to those offered by Blue Moon nor has it offered franchises in other lines of business.

- ComForCare Franchise Systems, LLC whose principal place of business is 900 Wilshire Drive, Suite 102, Troy, MI 48084. Since April 2001, ComForCare has offered franchises which provide (i) companionship and personal/domestic care services, and other special needs services, primarily on a non-medical basis, for seniors and people of all ages so that they may remain in their residences, (ii) supplemental healthcare staffing services for persons who need this kind of assistance in their home or a facility in which they reside, and (iii) private duty nursing services (extended hourly nursing care for the treatment of medical ailments, Non-Medicare). As of December 31, 2023, ComForCare has 230 franchises in the U.S. and 15 franchises in Canada. ComForCare has never offered any services similar to those offered by Blue Moon nor has it offered franchises in other lines of business.

The Riverside Company

Through various private equity funds managed by The Riverside Company the following portfolio

companies of Riverside Company offer franchises in the U.S.

- *EverSmith Brands*

  - U.S. Lawns, Inc. ("U.S Lawns") has offered franchises under the mark "U.S. Lawns" since August 1986. U.S. Lawns' principal business address is 6700 Forum Drive, Suite 150, Orlando, FL 32821. A U.S. Lawn franchise offers outdoor commercial property and landscaping services. As of its last fiscal year, U.S. Lawns had 208 franchises operating in the United States.

  - milliCare Franchising, LLC ("milliCare") and its predecessors have offered franchises since January 2011. milliCare's principal business address is 1515 Mockingbird Lane, Suite 410, Charlotte, NC 28209. A milliCare franchise offers cleaning and maintenance of floor coverings and interior finishes and related services under the mark "milliCare Floor & Textile Care." As of December 31, 2023, milliCare had 56 franchises operating in the United States.

  - Kitchen Guard Franchising, Inc. ("Kitchen Guard") has offered franchises s under the mark since August 2023. Kitchen Guard's principal business address is 1515 Mockingbird Lane, Suite 410, Charlotte, NC 28209. A Kitchen Guard franchise offers commercial kitchen exhaust system cleaning, inspection, maintenance, and restoration services. As of the date of this disclosure document, there are no Kitchen Guard franchises operating in the United States.

- *Evive Brands*

  - Executive Home Care Franchising, LLC ("Executive Care") has offered franchises under the mark "Executive Home Care" since June 2013. Executive Home Care's principal business address is 8100 E. Indian School Road, Suite 201, Scottsdale, AZ 85251. An Executive Home Care franchise offers in-home comprehensive care and medical services to home care clients, and supplemental healthcare staffing services to institutional clients. As of December 31, 2022, Executive Care had 21 franchises operating in the United States.

  - B & P Burke, LLC ("B&P") has offered franchises under the mark "Grasons" since May 2014. B&P's principal business address is 8100 E. Indian School Road, Suite 201, Scottsdale, AZ 85251. A Grasons franchise offers estate sale and business liquidation services. As of December 31, 2022, B&P had 31 franchises operating in the United States.

  - ALL Franchising, LLC ("ALL") and its predecessors have offered franchises under the mark "Assisted Living Locators" since May 2006. ALL's principal business address is 8100 E. Indian School Road, Suite 201, Scottsdale, AZ 85251. An Assisted Living Locators franchise assist seniors and their families in locating assisted living facilities, memory care communities, nursing homes, senior care homes and independent living senior communities. As of December 31, 2022, ALL had 134 franchises operating in the United States.

  - Brothers Parsons Franchising LLC ("Brothers") and its predecessor have offered franchises under the mark "The Brothers that just do Gutters" since July 2015. Brothers' principal business address is 8100 E. Indian School Road, Suite 201, Scottsdale, AZ 8525. A "The Brothers that just do Gutters" franchise provides gutter installation, maintenance, cleaning, repair, and related services and products. As of December 31, 2022, Brothers had 93 franchises operating in the United States.

- *Head-to-Toe Brands*

  - BCC Franchising, LLC ("BCC") and its predecessor have offered franchises since March 2007 under the mark "Bishops". BCC's principal business address is Terminal Tower 50 Public Square,

29th Floor Cleveland, OH 44113. A Bishops franchise offers haircuts, coloring, and barber services. As of December 31, 2023, BCC had 40 franchises operating in the United States.

- Frenchies, LLC ("Frenchies") has offered franchises under the mark "Frenchies Modern Nail Care" since April 2015. Frenchies' principal business address is 2679 West Main, #363, Littleton, CO 80120. A Frenchies Modern Nail Care franchise offers hand and foot care. As of December 31, 2023, Frenchies had 22 franchisees operating in the United States.

- The Lash Franchise Holdings, LLC ("Lash") and its predecessor has offered franchises under the mark "Lash Lounge" since March 2010. Lash's principal business address is 4370 Varsity Drive, Suite G, Ann Arbor, MI 48108. A Lash Lounge franchise offers permanent and temporary eyelash and eyebrow extensions and other eye enhancing services. As of December 31, 2023, Lash had 127 Lash Lounge franchises in the United States.

- *Threshold Brands*

  - PHP Franchise, LLC ("PHP") has offered plumbing service franchises under the mark "Plumbing Paramedics" and heating and air conditioning installation and service franchises operating under the mark "Heating + Air Paramedics" since November 2021. PHP's principal business address is 750 E. 150th Street. Noblesville, IN 46060. As of December 31, 2023, PHP had 5 Plumbing Paramedics and 5 Heating + Air Paramedics franchises operating in the United States.

  - Maid Pro Franchise, LLC ("MaidPro") has offered franchises under the "Maid Pro" mark since February 1997. MaidPro's principal business address is 77 North Washington Street, Boston, MA 02114. A Maid Pro franchise offers home cleaning services for residential and commercial customers. As of December 31, 2023, MaidPro had 238 franchises operating in the United States and 16 franchises in Canada.

  - FlyFoe, LLC d/b/a Patio Patrol ("Patio Patrol") has offered franchises since February 2018. Patio Patrol's principal business address is 77 North Washington Street, Boston, MA 02114. A Patio Patrol franchise offers residential and commercial mosquito, wasp, fly, tick control and other general pest control services. As of December 31, 2023, Patio Patrol had 7 franchises operating in the United States.

  - Men In Kilts US, LLC ("MIK") has offered franchises under the mark "Men in Kilts" since March 2019. MIK's principal place of business is 77 North Washington Street, Boston, MA 02114. A Men in Kilts franchise offers window cleaning, gutter cleaning, pressure washing, siding cleaning, snow removal and other related services. As of December 31, 2023, MIK had 20 franchises operating in the United States and 22 franchises operating in Canada.

  - Pestmaster Franchise Network, LLC ("Pestmaster") and its predecessor has offered franchises under the "Pestmaster" mark since June 2021. Pestmaster's principal business address is 9716 South Virginia Street, Suite E, Reno, NV 89511. A Pestmaster franchise offers structural and agricultural pest control and related services. As of December 31, 2023, Pestmaster had 52 franchises operating in the United States.

  - USA Insulation Franchise, LLC ("USA Insulation") has offered franchises under the "USA Insulation" mark since March 2006. USA Insulation's principal business address is 17700 Saint Clair Avenue, Cleveland, OH 44110. A USA insulation franchise offers residential insulation services. As of December 31, 2023, USA Insulation had 100 franchises operating in the United States.

- Granite Garage Floors Franchising, LLC ("Granite") has offered franchises under the mark "Granite Garage Floors" since June 2013. Granite's principal business address is 110 Mansell Circle, Suite 375, Roswell, GA 30075. A Granite Garage Floors franchise sells and installs residential garage floor coating systems. As of December 31, 2023, Granite had 44 franchises operating in the United States.

- Mold Medics Franchising LLC ("Mold Medics") has offered franchises under the "Mold Medics" mark since December 2020. Mold Medics' principal business address is 811 Washington Avenue, Carnegie, PA 15106. A Mold Medics franchise offers mold remediation, air duct cleaning, radon testing and mitigation services, and other services and products. As of December 31, 2023, Mold Medics had 1 franchise operating in the United States.

- Sir Grout Franchising, LLC ("Sir Grout") has offered franchises under the "Sir Grout" mark since August 2007. Sir Grout's principal business address is 77 North Washington Street, Boston, MA 02114. A Sir Grout franchise offers grout and tile cleaning, sealing, caulking and restoration services and other services. As of December 31, 2023, Sir Grout had 62 franchises operating in the United States.

- Miracle Method LLC ("Miracle") and its predecessors have offered franchises under the "Miracle Method" mark since September 1996. Miracle's principal business address is 4310 Arrowswest Drive, Colorado Springs, CO 80907. A Miracle Method franchise offers refinishing and restoration of bathtubs, sinks, showers, tiles, countertops, and similar surfaces. As of December 31, 2023, Miracle Method had 194 franchises and 2 master franchises operating in the United States.

Franchise Offered

The franchise to which this disclosure document relates involves the operation of a Next Day Access Business operating under the System and the Marks ("Next Day Access Business" or the "Franchised Business"). Next Day Access Businesses sell and rent 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").

Franchised 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. 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.

Market and Competition

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 and competitive. 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 from local independent businesses, as will regional and national chains.

Laws and Regulations

In certain applications, you will need to comply with the Americans with Disabilities Act ("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, 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, such as Home modification work, 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 advise you on these regulatory matters. You should consult with your attorney about laws and regulations that apply to or may affect your Franchised Business.

ITEM 2

BUSINESS EXPERIENCE

Chief Executive Officer: **J.J. Sorrenti**

J.J. Sorrenti has served as the Chief Executive Officer (CEO) of our parent, Best Life Brands, LLC, as well as the Manager/CEO of Best Life Brands, LLC parent, CFC Holding Company, LLC, since March 2020 (both companies are based in Troy, MI). Prior to joining Best Life Brands, J.J. was the President and Director of Safeguard Business Systems, Inc. ("Safeguard") (Dallas, TX) since its formation in September 2014 through February 2020. In addition, from January 2009 through February 2020, J.J. served as the: President and Director of Safeguard's two franchising arms (Dallas, TX), SBS and SF Systems; the Vice President of Strategic Channels for Deluxe Small Business Sales, Inc., including the DFS Group; and the President of Safeguard Business Systems Limited, which was Safeguard's Canadian affiliate. J.J. also serves as a Director and Secretary of Snappy Casual Corporation and has held that position since February 2004 and has been a member of Snappy Casual Texas, LLC since June 2013 (both companies are based in Sewickley, PA). He is also a board member for the Gals Scholarship Foundation, a 501(C)(3) public charity that awards scholarships to women in golf. J.J. is also a trustee for the Board of the International Franchise Association's Education Foundation.

Chief Financial Officer: **Kevin Vesely**

Kevin Vesley has served as Director and Secretary of the Franchisor since September 2023. Kevin has also served as the Chief Financial Officer of our parent company, Best Life Brands, LLC, since September 2023. Prior to joining Best Life Brands, LLC, Kevin was the Vice President of Finance for Sonova, Inc. (Chicago, IL) from March 2022 to September 2023. Kevin was the CFO of Alpaca Audiology from October 2019 to March 2022 when it was acquired by Sonova, Inc. Previously Kevin was a director with PwC's National Office (Florham Park NJ) from June 2017 to October 2019. Kevin is a Certified Public Accountant (CPA) licensed in the State of Arkansas.

Chief Marketing Officer: **Jennifer LoBianco**

Jennifer LoBianco (aka Jennifer LoBianco Gregersen) has served as the Chief Marketing Officer (CMO) of our parent company, Best Life Brands, LLC, since December 2022 (Troy, MI). Jennifer was Senior Vice President of Marketing from June 2021 to December 2022. Jennifer was the CMO at Huntington Learning Center

(Oradell, NJ) from February 2018 to May 2020. Jennifer also serves in a voluntary capacity as an advisory council member and mentor with the Buccino Leadership Institute at Seton Hall University (South Orange, NJ).

Brand President: **Michele Popelka**

Michele Popelka has served as Next Day's Brand President since April 2024. Previously, Michele served as the Senior Vice President of Global Channel Development at Mood Media (Austin, TX) from March 2022 through April 2024. From January 2010 through February 2022, Michele held the position of Vice President, Sales and Support, at Safeguard Business Systems and WholeStyle Packaging (Minneapolis, MN). Michele is a Certified Franchise Executive with the International Franchise Association and serves on the NxtWaves Advisory Board.

Vice President of Franchise Development: **David Tarr**

David Tarr has served as the Vice President of Franchise Development of our parent, Best Life Brands, LLC since November 2022. Prior to that, David had been Director of Franchise Development with The Rep'm Group from February 2020 to October 2022 (Charlotte, NC). David was Director of Franchise Development for St. Gregory Development Group from May of 2018 to Jan of 2020 (Cincinnati, OH).

Franchise Sales Manager: **Mike Gardner**

Mike Garnder is our Franchise Sales Manager since October, 2020 (Bartlett, TN). From September 2013 to August 2020, he was the Franchise Business Development Manager for 101 Mobility Franchise Systems, LLC (Wilmington, NC).

Director of Resales: **Branden Worback**

Branden Worback has served as the Director of Resales for our parent company, Best Life Brands, LLC since February 2020. Prior to this, Branden served as the Director of Operations for our affiliate, ComForCare Franchise Systems, LLC (Troy, MI), from January 2019 to February 2020.

In-House Counsel: **Stephen D. Greenwald**

Stephen D. Greenwald, Esq. has served as our in-house counsel since March 2024 as well as the in-house counsel of our affiliates: Troy, MI based Boost Franchise Systems, LLC (since July 2021, Troy), MI based ComForCare Franchise Systems, LLC (since December 2018), and Troy, MI based CarePatrol Franchise Systems, LLC (since January 2019). In addition, Stephen is the general counsel of our parent, Troy, MI based Best Life Brands, LLC (since January 2019). Stephen serves on the board of the Home Care Association of America and is a member of the State Bar of Michigan.

Minority Owner: **Steven Siegel**

Steve has been a minority owner of our parent, CFC Holding Company, LLC, since January 2017. In addition, Steve is the: Managing Partner of Brookside Consulting, a franchise and retail consulting firm based in Thornton, New Hampshire (since 2001), a senior advisor to the Riverside Company, a private equity firm based in Cleveland, Ohio, (since 2011), a director of AIA (Adventures in Advertising), It's Just Lunch (a franchisor of professional dating services), Clintar (a commercial property services provider), and the New Hampshire Music Festival (all since 2011).

ITEM 2

LITIGATION

Next Day Access Litigation

Administrative Proceeding before the State of Minnesota Department of Commerce: 70650-BD

On February 11, 2022, we consented to the entry of a Consent Order by the State of Minnesota Department of Commerce based upon the allegation that we sold two unregistered franchises in violation of Minn. Stat. § 80C.02 (2020). We entered into this Consent Order in lieu of a formal hearing on any civil penalty that could be imposed by the Commissioner. In that Consent Order, we agreed to pay a civil penalty of $1,000 to the State of Minnesota and $180 in investigative costs. We also agreed to cease and desist from violating any laws, rules or orders related to the responsibilities entrusted to the Commissioner under Minnesota Chapters 45 and 80C. We are required to disclose this Consent Order for a period of three years in this Item 3.

Common Controlled Affiliate Litigation

Applicable to Blue Moon Franchise Systems, LLC

Vezeto Enterprises, Inc., et. al., v. Blue Moon Franchise Systems, LLC, Case No. 23CV-008200; In the Court of Common Pleas, Franklin County, Ohio

On or about November 20, 2023. Blue Moon noticed Plaintiff that it was in material default of its Franchise Agreement because it had failed to make timely royalty payments and had apparently ceased operations without notice. On or about November 21, 2023, Plaintiffs filed suit against Blue Moon alleging Blue Moon violated certain sections of Chapter 1334 of the Ohio Revised Code regarding the sale of business opportunity plans. Blue Moon denies any such violations. On or about January 16, 2024 the parties agreed to settle the matter and release Plaintiff from the Franchise Agreement in exchange for Plaintiff paying its past due balances of $2,500.

Blue Moon Franchise Systems, LLC v. Dawn and Mark Martin, Case No. 2024-205720-CB; State of Michigan; Circuit Court for The County of Oakland

On or about February 16, 2024, Blue Moon filed suit against Defendant for failing to pay its initial franchise fee and abandoning the business in breach of the Franchise Agreement.

Applicable to ComForCare Franchise Systems, LLC

Deborah Podolak v. ComForCare Health Care Holdings, Inc, et. al., Case No. GD-19-2022; In the Court of Common Pleas, Allegheny County, Pennsylvania Civil Division

The plaintiff alleges a violation of Pennsylvania Wage Payment as well as the Pennsylvania Minimum Wage Act in a class action against one of ComForCare's independently owned and operated franchisees and included ComForCare (the Franchisor) as a defendant under a vicarious liability theory. ComForCare is defending against the claim on the basis that the plaintiff was not an employee of ComForCare and that it's impossible under both law and fact that its independently owned and operated franchisee was in some way acting as a ComForCare agent. The plaintiff claims damages and statutory penalties in excess of $35,000. Trial has not been scheduled as of the time of this disclosure.

ComForCare Franchise Systems, LLC v. Platinum Care, Inc. d/b/a ComForCare Home Care – Chester South, et. al., Case No. 2023-203856; State of Michigan Circuit Court for the County of Oakland

On or about November 15, 2023, ComForCare filed suit against Defendant for failing to timely pay fees owed under its Franchise Agreement. On or about March 14, 2024, Defendant filed a counterclaim claiming that ComForCare was in breach of contract and is seeking damages in excess of $75,000.

ComForCare Franchise Systems, LLC v. Dahlia Home Care, Inc., et. al., Case No. 24CECG00550; Superior Court of the State of California, County of Fresno

On or about February 7, 2024, ComForCare filed suit against Defendant for failing to timely pay fees owed under its Franchise Agreement, failing to provide access to its books and records, and breaching the confidentiality terms of the Franchise Agreement as well as the Confidentiality Agreement.

Common Controlled Affiliate Administrative Actions

Applicable to CarePatrol Franchise Systems, LLC

Federal Trade Commission Docket No C-4379

On December 3, 2012, the Federal Trade Commission ("FTC") issued an administrative complaint against CAREPATROL, Inc. (which is not an existing entity but was incorrectly named), alleging issues with certain wording on CarePatrol's website. The FTC objected to wording that seemed to imply that CarePatrol "monitors or grades the care history and violations of all or a substantial majority, of assisted living facilities in a consumer's desired location," that it was incorrect to list every state under a "Click Below to Meet our Consultants" heading, in states in which CarePatrol does not have franchises, as CarePatrol does not have consultants in every state, and that CarePatrol "does not monitor or grade assisted living facilities based on most recent state inspections" in non-franchised areas. There was no intent to mislead, and the wording was for marketing and internet search engine optimization purposes only. The FTC sought to have CarePatrol change the website. In compliance, CarePatrol modified the wording on its website pursuant to FTC instructions. No consumer was involved nor made any complaint. There was no fine or penalty imposed.

Applicable to ComForCare Franchise Systems, LLC

Administrative Proceeding before the Securities Commissioner of Maryland: Case No. 2010-0082

In 2007, the predecessor franchisor (ComForCare Health Care Holdings, Inc.) to our Common Controlled Affiliate, ComForCare Franchise Systems, LLC, filed a franchise renewal application in Maryland that was effectuated December 10, 2007, and subsequently, in 2008, filed an amendment application that was effectuated October 7, 2008. After ComForCare's Maryland registration expired on December 10, 2008, ComForCare sold three franchises in Maryland. On April 15, 2010, ComForCare and the Maryland Securities Commissioner, reached an agreement to enter a Consent Order pursuant to which ComForCare agreed to cease and desist from offering or selling franchises in violation of Maryland Franchise Law and agreed to offer rescission to the three Maryland franchises. One franchisee elected to rescind.

Other than the foregoing actions, no other actions are 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

The Initial Franchise Fee is calculated as $23,000 plus $0.05 per person total population in your APR. You also must pay a minimum lump sum Initial Franchise Fee that typically ranges from $25,000 for a population of 500,000 to $75,000 for a population of 1,500,000 for the Area of Primary Responsibility ("APR") when you sign the franchise agreement (the "Initial Franchise Fee"). The minimum APR population of 500,000 will only be considered for small, sparsely populated, rural market areas. APR population targets for densely populated metro market areas will range from 1,000,000 to 1,500,000.

The Initial Franchise Fee is due when you execute your Franchise Agreement and is nonrefundable upon payment. If you wish to enlarge the size of your APR, you can purchase additional zip codes that are contiguous to your existing APR for the fee of $00.05 multiplied by the population of the additional zip codes according to the latest Census.

Initial Marketing Fee

At the time you sign your Franchise Agreement, you will also pay us a $5,000 Initial Marketing Fee. This fee includes the cost of creating your Internet mini-site/landing page, as well as other marketing related activities we assist you with. For example, establishing certain social media accounts, and establishing a local marketing spend strategy for the first ninety (90) days of operation of your Next Day Access Franchise Business. We also provide you with a start-up marketing kit. The Initial Marketing Fee is not refundable.

Inventory

Additionally, you must purchase $35,000 - $50,000 of initial inventory from our approved suppliers, which includes a $14,000 minimum order of inventory from our affiliate, American Access. It is not refundable.

Expansion; Discounts

Occasionally we may establish various franchise expansion programs, which are generally, but not exclusively, available only to existing franchise owners. These programs are intended to provide incentives for existing franchise owners to expand their existing franchise territories, acquire existing franchise operations from other franchise owners or expand into additional franchise territories. Under these programs, which are established and maintained at our sole discretion, initial franchise fees for additional franchise territories may be reduced, rebated or provided certain credits, provided that the new existing franchise meets certain sales or other performance criteria.

Deposit

If the funding for the purchase of your Next Day Access franchise comes in part or in full from the SBA 7(a) loan program or from a loan against your retirement benefits (e.g., 401k loan), we, at our sole discretion, may allow you to pay a deposit upon execution of your franchise agreement/s in lieu of the full initial franchise fee. This deposit must be at least 20% of the initial franchise fee owed with the remaining balance of your initial franchise fee due in full the sooner of your funding from the SBA or 401k loan or 60 days from your Franchise Agreement's Contract Date. This deposit is non-refundable and you will owe the remaining balance of the initial franchise fee whether you successfully obtain an SBA or retirement benefits loan. You are not eligible to participate in this deposit program if you elect (and qualify) to participate in the initial franchise fee financing program described in Item 10 – Financing. We reserve the right to offer, modify, withdraw or reinstate this program in the future without notice to you.

Purchase of Existing Franchise (Transfer)

If you are a new Franchisee and purchase an existing Franchised Business, you will pay us the $5,000 Initial Marketing Fee all payable upon execution of the Franchise Agreement.

Affiliated Franchises

At our discretion, we may offer qualified candidates, who are currently existing franchisees, the right to purchase a franchise from one of our affiliated brands (as described in Item 1). Such franchisees must independently qualify to own and operate that brand per its then current standards and requirements. If so awarded, the initial franchise fee will be 50% of that brand's then current fee for the first unit purchased only.

Conversion Single Unit Development

At our discretion, we may offer qualified candidates the right to purchase and convert a currently operating independent business similar to ours ("Conversion Program"). We may, but are not obligated, to reduce (or waive) the initial franchise fee for a converted franchise based on such factors as the length of time you have been in business and revenue being generated. The conversion initial franchise fee is deemed fully earned and nonrefundable upon payment. During our fiscal year 2023, we did not grant any conversion franchises.

Veteran's Discount

To honor those men and women who have served in the United States military, the Veterans Transition Franchise Initiative, known as "VetFran," was developed to help those individuals transition to civilian life. This initiative is a voluntary effort of International Franchise Association (IFA) member-companies that is designed to encourage franchise ownership by offering financial incentives to honorably discharged veterans. Next Day Access offers a 20% discount off the initial franchise fee for each unit purchased to individuals who qualify under VetFran.

First Responder's Discount

Next Day Access offers a 20% discount off the initial franchise fee for each unit purchased to individuals who serve (or have served) their communities and country as first responders. The term "first responder" refers to those individuals who in the early stages of an incident are responsible for the protection and preservation of life, property, evidence, and the environment, including emergency response providers as defined in section 2 of the Homeland Security Act of 2002 (6 U.S.C. § 101), as well as emergency management, public health, clinical care, public works, and other skilled support personnel (such as equipment operators) that provide immediate support services during prevention, response, and recovery operations.

Current Franchise Employee Discount

We offer a $15,000 discount off the initial franchise fee to any current employee of a Next Day Access Franchised Business who wishes to become a Next Day Access franchisee. In order to qualify for this discount, the employee must have worked for an existing Next Day Access Franchised Business for at least 12 months as well as meet our then current new franchisee standards and requirements. Thereafter, if the employee is awarded a Next Day Access Franchised Business, the owner of the Next Day Access that employed him/her will receive a $15,000 referral fee (upon receipt by us of the full discounted initial franchise fee from the employee.) These prospective franchisees are still required to complete all new franchisee training programs although we may accelerate or modify the training requirements, at our discretion, based on the prospective franchisee's operational experience or business acumen. The prospective franchisee cannot be bound by any existing franchise broker and/or franchise referral programs. In addition, you or your immediate relatives cannot have any ownership or equity in their proposed Franchised Business. The Referral Fee is not available for the state of Washington and for the resales of existing

Franchised Businesses. We reserve the right to offer, modify, withdraw or reinstate any referral program in the future without notice to you.

Referral Fee

If you refer an unrelated, third-party prospective franchisee directly to us and the prospective franchisee is granted the right to purchase a Franchised Business, upon receipt of the full initial franchise fee, we will pay you a single $15,000 referral fee ("Referral Fee"). These referred prospective franchisees cannot be bound by any existing franchise broker and/or franchise referral programs. In addition, you or your immediate relatives cannot have any ownership or equity in their proposed Franchised Business. The Referral Fee is not available for the state of Washington and for the transfers of existing Franchised Businesses. We reserve the right to offer, modify (including reducing the Referral Fee), withdraw or reinstate any referral program in the future without notice to you.

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.

ITEM 6

OTHER FEES

The following chart lists other fees that you must pay to us, or that we 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 (Note 1 & 3) Applied Annually Reset on January 1 8% on $0-$499,999 Gross Sales 6% $0-$2,999,999 Gross Sales 5% on $3,000,000 and above Gross Sales	If you achieve $1,000,000 of Gross Revenue in any calendar year, the royalty rate during the next calendar year will be 6% on $0-2,999,999 of Gross Revenue. If you achieve $3,000,000 of Gross Revenue in any calendar year, the royalty rate during the next calendar year will be 5% on all Gross Revenue. Annual royalty rates are set on January 1.	On the **10th** day following the close of every calendar month (Or as updated in operational manuals)	Funds must be received by the 10th of each month 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)
Per Diem Assistance Fee	Travel related expenses	As incurred	Paid to us. (Section 3.8 of the Franchise Agreement)

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Operations Manual Paper Copy Replacement Charge	Currently, $1 per page plus shipping - digital copy free	As incurred	Paid to us. (Section 9.3 of the Franchise Agreement)
General Service Fee (Note 1 and 2)	Currently 1% of Gross Revenue; $1,000 per month or up to $12,000 per year; $325 monthly minimum. The cap resets on January 1 of each calendar year.	When the Royalty is paid (Or as updated in operational manuals)	Paid to us (Section 4.3 of the Franchise Agreement)
National Ad Fund Fee (Note 1)	Not currently collected but we reserve the right to charge up to 2% of Gross Sales	When the Royalty is paid (Or as updated in operational manuals)	Paid to us. We reserve the right to implement this fee with 60 days written notice.
Local Marketing (Note 1)	4% of Gross Revenue or $800, whichever is greater, during the 6th through the 12th months 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 then $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 may require you to use a designated vendor for certain types of marketing.
Auditing Costs	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)

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Transfer Fee	$15,000	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	50% of our then current Initial Franchise Fee	Time of renewal	Paid to us if you renew your rights under the Franchise Agreement. (Section 2.2.9 of the Franchise Agreement)
Interest	Lesser of 18% or the maximum amount allowed by state law	Upon demand	Payable on any fees or payments due to us. The interest rate is per annum, calculated daily.
Late Payment Fee	Up to $150 per week for each individual payment past due	Upon demand	Payable to us. Late fees begin from the date payment was due, but not received, or date of underpayment.
Late Reporting Fee	Up to $150 per report per week for each required report that has not been submitted	Upon demand	Payable to us. Late fees begin from the date the report was due, but not received.
Cost and Attorney Fees	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)

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Additional APR (Note 5)	Census population in the zip codes that comprise your APR times the then current per person fee.	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
Conversion Program and Honored Veteran Program Additional APR (Note 3 & 4)	Census population in the zip codes that comprise your APR or some subset of those zip codes times the then current per person fee 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
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.
Productivity Suite Fee (Note 8)	Varies between $14.00 to $30.00 per month, per license/account depending on the package selected by you.	On the 10th day following the close of every calendar month (Or as updated in operational manuals)	You and your key employees are required to use our approved email, document creation, and cloud-based storage provider ("Productivity Suite Provider"). We reserve the right to change the provider of this service as well as increase this fee, per license/ account, with 30 days written notice.
Jobber Monthly fee (Note 6, 7 & 8)	Currently $170/month	1st day of the month (Or as updated in operational manuals)	Fee can be paid on an annual basis, rate of $1,920.00 We reserve the right to change the vendor utilized for this service as well as increase the fees with 60 days written notice.

Notes:

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

1. “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.

2. The General Service Fee is in place to support the services provided to franchisees, including onboarding of new franchisees, continuing support and training for existing franchisees, HelpDesk ticket management, and servicing specific graphic design, content creation and website update requests. This also includes the expenses associated with: technology improvements and programs related to the HelpDesk; and specific marketing content creation, including but not limited to brochure, collateral, direct mail, and social media. Additionally, it includes the reasonable salaries, benefits and expenses of personnel who create, manage and support these programs, not only the subject matter experts in the respective departments managing those efforts but also those on the leadership team and in other departments. We reserve the right to increase this fee up to 2% per year with a monthly minimum of $650 capped out at $2,000 per month or $24,000 per year. The cap resets each year on January 1.

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 $20,700 for the Conversion Amendment and $20,700 for the Honored Veteran Program, plus $0.05 per person total population in your APR. 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 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.

5. We will provide you with access to our proprietary Jobber software.

6. Computer Systems and Communications Links. You must purchase our proprietary software Jobber that can be used on your company’s computer or tablet system.

7. You must use the System’s proprietary Jobber software in connection with the operation of your Franchised Business, which we license to you. A Monthly Software License Fee of $170 per month. The Jobber software provides assistance with the management of client leads and data, sales records and documentation, inventory control, marketing efforts, administrative matters, and customer service for you and your employees and serves as a comprehensive business management software for your Franchised Business. We or our affiliates will provide support for the Jobber software. You must also purchase and use QuickBooks Plus accounting software for your bookkeeping and accounting, which is compatible with our accounting systems. QuickBooks Plus is available from outside vendors for approximately $70 monthly. You will need to have a QuickBooks account that will sync with Jobber to complete your business

accounting system. Currently we provide a subscriber link to online QuickBooks with an initial 12-month savings of 50% off the monthly rate.

8. You must maintain your computer system at your expense and must replace, upgrade, or update the hardware and software components of your computer system as we may require periodically. You must install any other hardware or software for the operation of the Franchised Business that we may require in the future, including any enhancements, additions, substitutions, modifications, and upgrades. There is no contractual limitation on the frequency or cost of these obligations. We may also require you to license from us, or others we designate, any computer software we develop or acquire for use by Next Day Access Franchised Businesses.

ITEM 7

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)	$20,700 - $23,000	Lump Sum	When you sign the Franchise Agreement	Us
Initial Marketing Fee	$5,000	Lump Sum	When you sign the Franchise Agreement	Us
Territory Population Fee (Note 17)	$25,000 - $75,000	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 – $5,000	As Incurred	As incurred	Approved suppliers or per specifications
Initial Inventory (Note 1 and 4)	$35,000 - $50,000	Lump Sum	As Incurred	Our affiliate, or our approved supplier
Vehicle Maintenance (Note 1 and 6)	$5,800 – $6,600	As Incurred	As Incurred	Per specifications
Vehicle 12-month lease/ purchase	$7,200- $18,000	As Incurred	As Incurred	Per specifications
Vehicle Insurance (Note 1 and 7)	$1,125 - $1,500	As Incurred	As Incurred	Insurance Company

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Tools (Note 1 and 8)	$500 - $5,000	As Incurred	Before commencing operations	Per specifications
Office Equipment & Supplies (Note 1 and 10)	$2,900 – $9,900	As Incurred	Before commencing operations	Per specifications
Start-Up Marketing/ Opening Advertising & Promotion (Note 1 and 11)	$5,000 – $7,500	As Incurred	Expended according to our marketing program during your first 90 days of operation	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 -$3,500	As Arranged	As incurred	Governmental agencies
Training Expenses (Note 1 and 14)	$1,000 – $3,000	As Arranged	As incurred	Suppliers
Working Capital (Note 1 and 15)	$50,000 - $100,000	As Arranged	As incurred	Suppliers, employees, utilities, etc.
TOTAL	$164,725 - $320,000			

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 $20,700 to $23,000. The Franchised Business grants you the protected right to sell and rent approved products within an Area of Primary Responsibility (the "APR") 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 zip codes by paying an additional fee of $0.05 multiplied by the number of persons located within the zip codes 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.

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, 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 $5,000 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 10-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 (the initial period) your Franchised Business. This estimate is based upon our experience with existing franchisees and the units that are operated by our affiliate BDPC. 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 six 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 an existing business that is 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 $23,000 to $20,700 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.

17. The Territory Population Fee is based on the population in your APR. This is an estimate based on an APR of 500,000 to 1,500,000 at the cost of $.05 per person.

ITEM 8

RESTRICTION 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 Affiliate American Access (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 Affiliate American Access 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 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 or 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% to 17%	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%

At this time, we do not provide material benefits to you based on your use of our designated or approved sources. No purchasing or distribution cooperatives exist 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 2023, we did not receive 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

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
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

FINANCING PROGRAM OVERVIEW	
Loan Amount	Up to 50% of Initial Franchise Fee
Interest Rate	10% per annum
Term	60 months
Loan Start Date	Open Date

We have no obligation to provide you any financing, but we may agree to finance up to 50% of the Initial Franchise Fee for qualified prospective franchisees who are awarded a franchise under specified terms and conditions. Our decision to finance the Initial Franchise Fee may be based, in part, on your credit-worthiness, the collateral you have available to secure the financing and our then-current financing policies. We also explicitly reserve the right to conduct credit score inquiries as long as the loan exists.

You must make a written representation to us, in a form we specify, confirming the dollar amount of your obligations. The representation must remain true through execution of your Franchise Agreement and we may elect not to approve a transfer, including a transfer to a corporation or other entity wholly owned by you, if you do not either maintain the same investment in your Franchised Business or pay any loans payable to us and our affiliates, if applicable, in full.

Your Loan Start Date will be the earlier of your Open Date or six months from your Contract Date. Interest will begin accruing on your Loan Start Date. We currently charge an interest rate of 10% per annum. Other than interest, we do not charge any finance fees under this loan program.

If we agree to finance a portion of the Initial Franchise Fee, you must sign a promissory note when you sign the Franchise Agreement. An example of our promissory note is attached as Addendum I to the Franchise Agreement. You must pay us the down payment when you sign the Franchise Agreement and pay the balance in monthly installments.

You must make note payments to us by ACH. Some banks and other financial institutions may charge a fee for electronic transfers but these electronic transfer fees are often negotiable. Monthly payments will begin no later than six months from your Franchise Agreement's Contract Date, regardless of when you complete training or open your business. The length of the repayment term is 60 months.

We require a security interest in the franchise. You must sign a security agreement, substantially in the form included in the promissory note attached as Addendum J to the Franchise Agreement, on all your assets, including after acquired property and we will file a UCC financing statement with the appropriate governmental authority. We have the right to require additional forms of security.

You may prepay the note at any time without penalty. If you default, we may declare the entire remaining amount due. If you do not pay us the entire balance, and any accrued, unpaid interest, you may be responsible for the court costs and attorneys' fees we incur in collecting the debt from you. We may terminate your Franchise Agreement if you do not pay us.

You must waive your rights to certain notices of a collection action in our promissory note, security agreement and guaranty but there are no waivers of defense in our promissory note, security agreement or guaranty. If you are a legal entity, your shareholders, members, partners and/or owners must personally guarantee the debt and agree to pay the entire debt and all collection costs. We have the right to require a spouse's personal guaranty.

We may sell, assign or discount any promissory note or other obligation arising out of the Franchise Agreement to a third-party. If we sell or assign your promissory note, it will not affect our obligation to provide the services to you that are described in the Franchise Agreement but the third party may be immune under the law to any defenses to payment you may have against us.

We may periodically agree with third-party lenders to make financing available to our qualified franchisees and we may, at our sole discretion, refer you to a third-party lender for financing. We have no control over whether financing will be offered to you by any third-party lender. The lender is not obligated to provide financing to you or to any other franchisee that the lender finds does not meet its credit requirements and loan criteria. If we refer you to a third-party lender for financing, we may agree to take a short-term promissory note (in a form we provide to you) until your financing is arranged. You must use the proceeds from the lender to pay any promissory note to us.

We do not guarantee your obligations to third parties.

We may, in limited circumstances, agree to finance a portion of any expansion fee for qualified franchisees at an 10% interest rate under specified terms and conditions. Our decision to finance an expansion fee may be based, in part, on your credit-worthiness, the collateral you have available to secure the financing and our then-current financing policies.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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 may 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

National Ad Fund Fee: We do not currently have a National Ad Fund ("Fund") however we reserve the right to impose and collect up to 2% of Gross Sales as a National Ad Fund Fee with 60 days written notice. We will operate the Fund to advertise and promote the Next Day System. We will deposit any fees into the Fund, which we will manage through a separate account and will not be held in escrow. We may use the Fund to conduct national, regional and local advertising, marketing promotional and public relations campaigns, including the cost of preparing and conducting print, radio, television, internet, social media, electronic and billboard advertising. We may develop an in-house advertising staff to assist in advertising or may contract with various outside agencies and third-party vendors. We will determine the use of monies in the Fund. We will be reimbursed for reasonable administrative costs and overhead incurred in administering the Fund. We are not required to spend any amount on marketing, advertising or production in the area in which your Franchised Business is located and do not guarantee that you will directly benefit from the Fund. National Ad Fund Fees not spent in any fiscal year will be carried over for future use. We may make loans to the Fund bearing reasonable interest to cover any deficit of the Fund. National Ad Fund Fees will not be used for advertising principally directed at the sale of franchises. At your request, we will provide you with an annual unaudited statement of the receipts and disbursement of the Fund for the most recent calendar year. We do not guarantee that you will benefit from the Marketing Fee in proportion to your Marketing Fee payments.

We direct all advertising programs, 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 advertising programs 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 our approved advertising.

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.

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 to us as a Marketing Fee. (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, and 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 use a reliable computer and operating system. Examples include versions of Microsoft Windows, Apple IOS, Chrome OS, 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 do not have any contractual obligation for maintenance, repairs, updates, or upgrades to your computer system. There is no contractual limitation on the frequency or cost of your obligation to maintain, upgrade or update your computer systems in conformance with our directives or requirements. 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, Section 7.18.3). There are no contractual limitations on our ability to access your computer systems or information. We estimate that the annual cost to upgrade and maintain your computer and software will be $500.

You and your key employees are required to utilize our approved email, document creation, and cloud-based storage provider ("Productivity Suite Provider"). (Franchise Agreement, Section 4.3).

Operations Manual

The Table of Contents for the Operating Manual is attached as Exhibit I 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 I. It consists of a total of 55 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 ninety (90) 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 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 days of virtual office training and 5 working days of in-person training for you (or your managing shareholder, member, or partner), and any additional employees 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. 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 any additional employees 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. If we determine that you are not operating within our system standards or that you need additional training, we may require you to attend additional training or refresher courses at a location dictated by us. When we hold a franchisee conference, usually annually, you are required to attend absent a compelling reason that would excuse your absence.

Our training program is conducted under the supervision of Desmond Baker, our Product Training Manager. Kayla has worked for us in this capacity for over 3 years.

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
Administration	4	0	Virtually or at our training facility in Bartlett, TN

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
Operations	8	0	Virtually or at our training facility in Bartlett, TN
Field Sales	12	0	Virtually or at our training facility in Bartlett, TN
Client Service	4	0	Virtually or at our training facility in Bartlett, TN
Product Training	40	8	Our training facility in Bartlett, TN
Totals	**68**	**8**	

ITEM 12

TERRITORY

You will be granted the right to operate your Next Day Access Business from a specific location, which must be approved by us. Note, however, if you intend to operate from your personal residence, your neighborhood may have restrictive covenants that prevent you from operating your Next Day Access Business from that location.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from channels of distribution or competitive brands that we control. We refer to your protected area as your Area of Primary Responsibility (the "APR"), which area must be approved by us. There is no minimum territory associated with your APR. You will operate your Next Day Access Business from a specific location in your APR. Your APR will generally contain between 500,000 and 1,500,000 persons. You do not have the contractual right to develop business outside your APR however you may conduct business that comes your way in any unowned territory. Business conducted outside of your primary APR does not count towards your minimum revenue requirements. Every franchise owner is responsible to develop their owned territory to meet minimum standards. In some cases, we may refuse requests to expand territory to owners who want additional territory but have failed to develop the zip codes in their APR. 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 any unowned area despite any business or business development you may have done there. You may not solicit business outside of your APR without our prior written consent from the VP, COO or CEO or Next Day Access. We may from time to time convey additional services to be performed at locations outside of your APR. We (and our Affiliates) 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. Although we and our affiliates do not currently have any plans to conduct a business similar to that being offered by this Disclosure Document, you may face competition from outlets that we own, or from other channels of distribution or competitive brands that we control within your APR under the Marks or any other proprietary marks we own or our affiliates own and we do not have any obligation to compensate you therefor. We have a National or Regional Accounts program. We may designate any of your current or prospective customers

as National and Reginal Accounts without paying you any compensation except for compensation paid to you for participating in that customer's National or Regional Account program. If you qualify to participate in a National or Regional Accounts program, you generally will be given the first option to service National or Regional 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 or Regional Accounts. You may elect not to participate in any National or Regional Account Program, or to terminate your participation in the National or Regional Account program at any time by giving us at least 30 days' prior written notice. If you elect not to participate in a National or Regional Account Program or terminate your participation in the National or Regional Account program or if you fail to satisfy the conditions and obligations of any National or Regional Account, we have the right to service and/or authorize others to service National or Regional 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 or Regional 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 or Regional Account in any APR in which we operate the business of that National or Regional 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.

Your rights in and to your APR and your Next Day Access franchise are dependent on your attaining or exceeding $75,000 in quarterly Gross Revenue at every quarter in a calendar year in each of your territories. (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 $75,000 in quarterly Gross Revenue during the applicable 12-month period for each of your territories. This will be effective beginning the new quarter after the initial 12 months of operations from date of opening. 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. Relocation approval by us will be based upon the individual circumstances of your request to relocate and the reasons you wish to relocate. We 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.

ITEM 13

TRADEMARKS

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

MARK	REGISTRATION NUMBER	DATE OF REGISTRATION
Next Day Access	6,146,183	September 8, 2020

We disclaimed the exclusive right to use the word "Access" apart from the mark as shown.

We own the Next Day Access design mark, license, the right to use the Mark, and permit our franchisees to use the Next Day Access mark. 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.

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.

You may not use the term "Next Day Access" in your business entity's legal name. You must not contest, directly or indirectly, our use or, rights in and ownership of the Marks, trade secrets or methods and procedures are a part of the System. You must not register, seek to register or contest our sole right to register, use and license others to use the Marks, names, information, and symbols.

There are no other 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.

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 to, or licenses in, any patent or copyright that is material to the franchise system.

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 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 patent or copyright infringements that could materially affect you. 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 (Addendum 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

Our minimum operating hour requirements are Monday – Friday 8:00 am to 5:00 pm in your time zone. Weekend hours are at your discretion. We require your Next Day Access Business be operational under the direct 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 available to operate 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. The supervisor in charge is required to attend and satisfactorily complete our initial training program. There is no specific amount of equity interest that the supervisor must own, but we recommend supervision by you or one of your principal owners.

We require an after-hours emergency phone number that can be reached by customers included in your after-hours greeting or messaging to callers.

You must obtain and furnish to us signed non-competition and confidentiality covenants (attached as Addendum 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 Addendum 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 and superior 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 approved products 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 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 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 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 our Affiliate and you; complied with such agreements during their terms; satisfied all obligations, including monetary obligations, due and owed to us or to our Affiliate, 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 Affiliate; 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 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

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		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 $75,000 in quarterly Gross Revenue each quarter 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

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		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.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
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; you are not in default of any agreement between us 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 $15,000 transfer fee to us and reimburse us for our costs and expenses, including but not limited to attorney fees and accountant fees.
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

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		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 offeredby 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. Notwithstanding the foregoing, nothing in any agreement is intend to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
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.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
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 applicable 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 disclose 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 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 performance at a particular location or under particular circumstances.

Presented below are historic gross revenue figures for certain franchised Next Day Access business owners for the one-year period from January 1, 2023 through December 31, 2023. Only data from franchisees who were open for at least one year as of December 31, 2023 were included in the table. The information has been extracted from financial reports submitted to us by our franchisees.

There were 26 Next Day Access franchised units that are included in this information (each unit consists of a single franchise territory). All 26 franchised units were open for at least one year as of that date, were operated on a full-time basis, and provided all of Next Day Access' services. Operational information for franchises that were not open for a full year were not included. The following chart breaks down the performance by quartile, with six units in the top quartile, and seven units in the second and third quartile, and 6 in the fourth quartile:

Quartile	Territories	Gross Revenue	Average	Number/ Percent Attained or Exceeded Average		High	Low	Median	Number/ Percent Attained or Exceeded Median
Top Quartile	6	$17,506,939	$2,917,823	1	17%	$9,518,055	$1,213,544	$1,682,401	3/50%
Second Quartile	7	$6,343,642	$906,235	3	43%	$1,157,618	$708,986	$857,543	4/57%
Third Quartile	7	$4,448,550	$635,507	4	57%	$696,765	$522,465	$654,701	4/57%
Fourth Quartile	6	$1,774,601	$295,767	3	50%	$441,433	$93,112	$290,277	3/50%
Total/All	**26**	**$30,073,732**	**$1,156,682**	**7**	**27%**	**$9,518,055**	**$93,112**	**$702,876**	**13/50%**

For purposes of this Item 19, the term "Gross Revenue" means all revenues generated from the sale or lease of Product and any other revenue derive from operating the 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, 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 does 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 also does not include any sales taxes or other taxes collected from customers by you and paid directly to the appropriate taxing authority.

The Gross Revenue figures do not reflect the costs of sales, other operating expenses, or other costs or expenses, such as royalty and marketing fees you are required to pay us under the terms of your franchise agreement, that must be deducted from Gross Revenue to obtain net income or profit. Your sales and operating expenses will vary depending on many factors, such as the geographic location of your territory, competition from other providers in your market, the effectiveness of your advertising, whether you manage your franchise yourself or hire a general manager, your pricing, employee salaries and benefits (health insurance, retirement plan, etc.), other employment conditions in your market, insurance costs, weather conditions, ability to generate clients, and the necessity, cost, and difficulty of obtaining a license to perform all of the services a Next Day Access franchise offers. You should conduct an independent investigation of the costs and expenses you will incur in operating a Next Day Access franchise. Your individual financial results may differ from the result stated in the financial performance representation.

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

We strongly suggest that you consult a financial advisor or accountant for assistance in reviewing the table and in preparing your own financial projections, and for advice about the income and other taxes you will incur in operating a Next Day Access franchise and the effect of non-cash expenses such as depreciation and amortization on your business.

The success of your Next Day Access franchise will depend largely upon your personal abilities and how you use them, your willingness to engage in personal sales activities (or your ability to hire someone else to), the number of potential customers in your market and their household income levels, and the number of competitors in your market.

Some outlets have sold this amount. Your individual results may differ. There is no assurance that you will sell as much.

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

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting David Tarr at 3150 Stage Post Drive, Suite 101, Bartlett, TN 38133 (Tel. 901-386-1830), and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE 1 - SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2021 TO 2023

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised	2021	16	21	+5
	2022	21	24	+3
	2023	24	28	+4
Company-Owned (a)	2021	4	3	-1
	2022	3	2	-1
	2023	2	2	0
Total Outlets	2021	16	21	+5
	2022	21	24	+3
	2023	24	28	+4

TABLE 2 – TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN FRANCHISOR) FOR YEARS 2021 TO 2023

STATE	YEAR	NUMBER OF TRANSFERS
Total	2021	0
	2022	0
	2023	0

TABLE 3 – STATUS OF FRANCHISED OUTLETS FOR YEARS 2021 TO 2023								
STATE	**YEAR**	**OUTLETS AT START OF YEAR**	**OUTLETS OPENED**	**TERM-INATIONS**	**NON-RENE WALS**	**REACQUIRED BY FRANCHISOR**	**CEASED OPER-ATIONS – OTHER REASONS**	**OUTLETS AT END OF THE YEAR**
Alabama	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
California	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Colorado	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Florida	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
Illinois	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Indiana	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Iowa	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Kansas	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Maryland	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	1	0
Massa-chusetts	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Michigan	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Minnesota	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
North Carolina	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	1	1
Ohio	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Oklahoma	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1

TABLE 3 – STATUS OF FRANCHISED OUTLETS FOR YEARS 2021 TO 2023								
Pennsyl-vania	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	1	1
	2023	1	0	0	0	0	0	1
South Carolina	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Tennessee	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Texas	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	3	0	0	0	0	5
Utah	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Virginia	2021	0	1	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Total	2021	16	5	0	0	0	0	21
	2022	21	4	0	0	0	1	24
	2023	24	6	0	0	0	2	28

TABLE 5 - PROJECTED OPENINGS AS OF DECEMBER 31, 2023			
STATE	**FRANCHISE AGREEMENTS SIGNED BUT CENTERS NOT OPENED**	**PROJECTED NEW FRANCHISED OUTLETS IN THE NEXT FISCAL YEAR**	**PROJECTED NEW COMPANY-OWNED OUTLETS IN THE CURRENT FISCAL YEAR**
Arizona	0	1	0
California	0	1	0
Colorado	0	1	0
Florida	0	1	0
Georgia	0	1	0
Indiana	0	0	0
Michigan	0	0	0
Missouri	0	1	0
New Jersey	0	1	0
North Carolina	0	1	0
New York	0	1	0
Oregon	0	1	0
Pennsylvania	0	1	0
Texas	0	1	0
Total	0	12	0

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

Exhibit D includes the audited financial statement of Next Day Access, LLC for fiscal years 2021, 2022, and 2023.

ITEM 22

CONTRACTS

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

Exhibit E	Franchise Agreement
Exhibit F	Franchise Disclosure Questionnaire
Exhibit G	Conversion Amendment
Exhibit H	Honored Veteran
Exhibit I	Release Agreement

ITEM 23

RECEIPTS

Exhibit L is a detachable document to use for acknowledging receipt of the Franchise Disclosure Document, including all exhibits.

EXHIBIT A

FINANCIAL STATEMENTS

NEXT DAY ACCESS, LLC

FINANCIAL STATEMENTS

DECEMBER 31, 2023 AND 2022

NEXT DAY ACCESS, LLC

CONTENTS

	PAGE
INDEPENDENT AUDITORS' REPORT	1
BALANCE SHEETS	3
STATEMENTS OF INCOME AND MEMBERS' EQUITY	4
STATEMENTS OF CASH FLOWS	5
NOTES TO FINANCIAL STATEMENTS	6 - 10
INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION	11
SCHEDULE OF OPERATING EXPENSES	12

ROWLAND & CARTER, PLLC
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To the Members
Next Day Access, LLC
Memphis, Tennessee

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of NEXT DAY ACCESS, LLC, which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of income, members' equity and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of NEXT DAY ACCESS, LLC as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of NEXT DAY ACCESS, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about NEXT DAY ACCESS, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with auditing standards generally accepted in the United States of America, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of NEXT DAY ACCESS, LLC's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about NEXT DAY ACCESS, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Memphis, Tennessee
March 25, 2024

Rowland & Carter, PLLC
Certified Public Accountants

NEXT DAY ACCESS, LLC

BALANCE SHEETS
DECEMBER 31, 2023 AND 2022

ASSETS

	2023	2022
Current Assets		
Cash	388,236	55,537
Accounts receivable - Trade	367,550	444,821
Total Current Assets	755,786	500,358
Property and Equipment		
Equipment		4,748
Less: Accumulated depreciation		4,748
Net Property and Equipment		
Other Assets		
Advances to affiliate	390,600	333,323
Organization costs, net of amortization	10,278	13,611
Total Other Assets	400,878	346,934
Total Assets	1,156,664	847,292

LIABILITIES AND MEMBERS' EQUITY

Current Liabilities		
Accounts payable	87,886	112,696
Long-Term Liabilities		
Advances from affiliate	772,826	511,665
Total Liabilities	860,712	624,361
Members' Equity		
Members' equity	295,952	222,931
Total Liabilities and Member Equity	1,156,664	847,292

The accompanying notes are an integral part of these statements.

NEXT DAY ACCESS, LLC

STATEMENTS OF INCOME AND MEMBERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
Revenue		
Franchise Licensing Fees	637,450	375,595
Franchise Royalty Fees	1,969,991	1,529,563
Marketing Fee	203,468	141,497
Customer Management Fees	58,049	51,675
Creation Fees	56,440	
Other Income	27,319	39,660
Total Revenue	2,952,717	2,137,990
Operating Expenses	2,074,536	1,336,315
Income from Operations	878,181	801,675
Members' Equity:		
Beginning of Year	222,931	23,800
Members' Draw	(805,160)	(602,544)
End of Year	295,952	222,931

The accompanying notes are an integral part of these statements.

NEXT DAY ACCESS, LLC

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
Cash Flows from Operating Activities		
Net income	878,181	801,675
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization	3,333	3,333
(Increase) Decrease in:		
Trade receivables	77,271	(289,529)
Increase (Decrease) in:		
Accounts payable	(24,810)	(67,438)
Net Cash Provided by Operating Activities	933,975	448,041
Cash Flows from Financing Activities		
Net advances from affiliate	203,884	135,961
Member draws	(805,160)	(602,544)
Net Cash (Used) by Financing Activities	(601,276)	(466,583)
Net Increase (Decrease) in Cash	332,699	(18,542)
Cash Balance - Beginning of Year	55,537	74,079
Cash Balance - End of Year	388,236	55,537
Supplemental Cash Flow Information		
Interest paid	None	None
Taxes paid	None	None

The accompanying notes are an integral part of these statements.

Note 1 - Summary of Significant Accounting Policies

Organization and Company's Activities:

Next Day Access, LLC was organized March 26, 2012 under the laws of the State of Tennessee. Next Day Access franchises provide a number of accessibility products for people living with disabilities and those who are mobility challenged, such as aging seniors and those recovering from a debilitating accident. The Company, as a franchisor, provides name recognition, training and advertising for its franchises. At December 31, 2023, the Company had 35 franchises in 18 states and Canada. At December 31, 2022, the Company had 30 franchises in 18 states and Canada.

Revenue Recognition:

We have analyzed the provisions of the FASB's ASC Topic 606, *Revenue from Contracts with Customers,* and have concluded that no changes are necessary to conform with the new standard. Our sales contain a single delivery element and revenue is recognized at a single point in time when ownership, risks and rewards transfer.

ASU 2021-02 allows non-public franchisors to account for pre-opening services provided to a franchisee as a distinct performance obligation that is separate from the franchise license. ASU 2021-02 also allows the franchisor the ability to recognize pre-opening services as a single performance. The Company accounts for franchisee pre-opening services as a single performance obligation.

The Company utilizes the overall accrual method of accounting. Franchise fees are recognized as income when a contract with the franchise is executed. Monthly royalty fees are recognized as income based on the franchisee's revenue.

Cash and Cash Equivalents:

For purposes of the statement of cash flows, the Company considers all highly liquid debt instruments with a maturity of three months or less, when purchased, to be cash equivalents.

Accounts Receivable and Bad Debts:

The Company contracts with its franchisees on an open credit basis. Management closely monitors outstanding accounts receivable and charges off to expense any balances that are determined to be uncollectible. As of December 31, 2023 and 2022, the Company considered its accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts was recorded. Bad debt expense for the years ended December 31, 2023 and 2022 totaled $0 and $0, respectively.

Note 1 - Summary of Significant Accounting Policies (Continued)

Equipment and Depreciation:

Equipment is recorded at cost less applicable depreciation. For financial statement purposes, depreciation is computed using the straight-line method with a useful life of five years. For the years ended December 31, 2023 and 2022, there was no depreciation expense. Accelerated methods are used for tax depreciation purposes with a useful life of five years. The Company follows the practice of expensing all items that do not exceed $3,000.

Maintenance and repairs are charged to operations when incurred. Betterments and renewals that extend the useful lives of equipment are capitalized. When equipment is sold or otherwise disposed of, the asset account and related accumulated depreciation account are reduced, and any gain or loss is included in operations.

Fair Value of Financial Instruments:

Substantially all of the Company's current assets and liabilities are considered financial instruments. These assets and liabilities are reflected at fair value, or at carrying amounts that approximate fair value because of the short maturity of the instrument. Other financial instruments consist of long-term obligations. The fair value of long-term obligations is estimated based on current interest rates offered to the Company for obligations with similar remaining maturities. The recorded value of these financial instruments approximated fair value at December 31, 2023 and 2022.

Income Taxes:

The Company is a limited liability company and is recognized as a partnership for federal and state income tax purposes. For federal purposes, all items of income and expense are passed through to the individual members to report on their income tax returns. Therefore, the Company pays no federal income tax itself and, accordingly, no provision for Federal income taxes has been made in these financial statements. State laws vary as to the treatment of income tax.

Uncertain Tax Positions:

The Company is required to recognize, measure, classify, and disclose in the financial statements uncertain tax positions taken or expected to be taken in the Company's tax returns. Management has determined that the Company does not have any uncertain tax positions and associated unrecognized benefits that materially impact the financial statements or related disclosures.

Note 1 - Summary of Significant Accounting Policies (Continued)

Uncertain Tax Positions (Continued):

Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Company's tax returns will not be challenged by the taxing authorities and that the Company or its members will not be subject to additional tax, penalties, and interest as a result of such challenge. Generally, the Company's tax returns remain open for federal and state income tax examination for three years from the date of filing.

Advertising Costs:

Advertising costs are expensed as incurred and are included in Operating Expenses. For the years ended December 31, 2023 and 2022, advertising expense was $303,188 and $169,937, respectively.

Use of Estimates:

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the financial statements and the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates.

Date of Management's Review:

The Company has evaluated events and transactions that occurred between December 31, 2023 and March 25, 2024, which is the date that the financial statements were available to be issued, for possible recognition or disclosure in the financial statements and has determined that there are no additional adjustments or disclosures allowed.

Note 2 - FASB ASC 606 New Accounting Guidance Implementation

The Financial Accounting Standards Board (FASB) issued new guidance that created Topic 606, *Revenue from Contracts with Customers*, in the Accounting Standards Codification (ASC). Topic 606 supersedes the revenue recognition requirements in FASB ASC 605, *Revenue Recognition*, and required the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for those goods or services. The new guidance also added Subtopic 340-40, *Other Assets and Deferred Costs - Contracts with Customers*, to the ASC to require the deferral of incremental costs of obtaining a contract with a customer. Collectively, we refer to the new Topic 606 and Subtopic 340-40 as the "new guidance."

Note 2 - FASB ASC 606 New Accounting Guidance Implementation (Continued)

We adopted the requirements of the new guidance as of January 1, 2019, utilizing the modified retrospective method of transition. Adoption of the new guidance resulted in changes to our accounting policies for revenue and cost recognition, previously described.

Note 3 - Accounts Receivable and Bad Debts

The Company provides services on an open credit basis. The Company performs periodic credit and evaluation of its customer's financial condition. The Company does not require collateral to support such receivables. Management closely monitors outstanding accounts receivable and charges off to expense any balances that are determined to be uncollectible. As of December 31, 2023 and 2022, the Company considered its accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts was recorded. The aged accounts receivable at December 31, 2023 and 2022 were as follows:

	Total	Current	30 - 60	61 - 90	Over 90
2023	367,550	230,356	31,614	32,372	73,208
2022	444,821	172,536	43,158	39,801	189,326

Bad debts for the years ended December 31, 2023 and 2022 totaled $0 and $0, respectively.

Note 4 - Transactions with Affiliates

The three Members of the Company each own 16.33% of the stock of American Access, Inc. which is a Sub-S Corporation. The three Members also equally own 100% of BDPC Enterprises, LLC. Both of these companies provide accessibility products for people living with disabilities and those who are mobility challenged, such as aging seniors and those recovering from a debilitating accident. The Company made advances and received advances from these two affiliated companies during the year. There is no interest charged between the companies on the advances. A summary of the affiliate balances at December 31, 2023 and 2022 are as follows:

	2023	2022
Due From American Access, Inc.	390,600	333,323
Due To BDPC Enterprises, LLC	772,826	511,665

Note 4 - Transactions with Affiliates (Continued)

The Company provides management and administrative service to BDPC, LLC and American Access, Inc. During the current year the Company received reimbursement from American Access, Inc. in the amount of $137,500. There was no reimbursement received from BDPC, LLC during the current year. The total amount of $137,500 is presented in the Schedule of Operating Expenses.

During the year ended December 31, 2022, the Company received reimbursement from BDPC, LLC in the amount of $104,000 and from American Access, Inc. in the amount of $127,500.

Note 5 - Concentrations of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of trade receivables. The Company grants credit primarily to private authorities located throughout the United States.

Accounts receivable are stated at the amount management expects to collect from outstanding balances. The Company establishes an allowance for doubtful accounts based upon factors surrounding the credit risk of specific customers, historical trends, and other information. Generally, the Company does not require collateral or other security to support customer receivables.

The Company may be subject to credit risk to its cash and cash equivalent investments, which are placed with high credit-quality financial institutions. The Federal Deposit Insurance Corporation ("FDIC") insures up to $250,000 for substantially all depository accounts. From time to time, the Company may have amounts on deposit in excess of FDIC limits. Management believes the Company is not exposed to any significant credit risk on cash and cash equivalents. At December 31, 2023 and 2022, the Company had no cash and cash equivalents in excess of the FDIC limits.

Note 6 - Sale of Membership Interests' Subsequent to Year End

The Members of the Company entered into a Membership Interest Purchase Agreement with another company and the Agreement was executed on March 20, 2024. As part of the Membership Interest Purchase Agreement, the Members sold 100% of their ownership in the Company to the new owners.

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To the Member
Next Day Access, LLC
Memphis, Tennessee

INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

We have audited the financial statements of NEXT DAY ACCESS, LLC as of and for the years ended December 31, 2023 and 2022, and our report thereon dated March 25, 2024, which expressed an unmodified opinion on those financial statements, appears on page 1. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The information in the accompanying schedules of operating expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Memphis, Tennessee
March 25, 2024

Rowland & Carter, PLLC
Certified Public Accountants

NEXT DAY ACCESS, LLC

SCHEDULES OF OPERATING EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
Operating Expenses		
Advertising and marketing	303,188	169,937
Amortization	3,333	3,333
Bank and finance charges	6,318	15,044
Computer expenses	223,380	124,180
Conference meetings	109,213	15,670
Insurance	74,104	32,480
Meals and entertainment	24,315	22,518
Office supplies	44,776	28,128
Postage and delivery expense	3,759	2,304
Professional fees	401,296	236,212
Rent	27,617	8,157
Taxes and licenses	268	2,666
Telephone	3,304	178
Travel	139,224	144,215
Utilities	5,395	1,152
Administrative fee	842,546	761,641
Administrative reimbursements	(137,500)	(231,500)
Total Operating Expenses	2,074,536	1,336,315

The notes to the financial statements are an integral part of these schedules.

NEXT DAY ACCESS, LLC

FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND 2021

NEXT DAY ACCESS, LLC

CONTENTS

	PAGE
INDEPENDENT AUDITORS' REPORT	1
BALANCE SHEETS	3
STATEMENTS OF INCOME AND MEMBERS' EQUITY	4
STATEMENTS OF CASH FLOWS	5
NOTES TO FINANCIAL STATEMENTS	6 – 10
INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION	11
SCHEDULES OF OPERATING EXPENSES	12

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To the Members
Next Day Access, LLC
Memphis, Tennessee

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of NEXT DAY ACCESS, LLC, which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of income, members' equity and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of NEXT DAY ACCESS, LLC as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of NEXT DAY ACCESS, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about NEXT DAY ACCESS, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with auditing standards generally accepted in the United States of America, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of NEXT DAY ACCESS, LLC's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about NEXT DAY ACCESS, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Memphis, Tennessee
April 14, 2023

Rowland & Carter, PLLC
Certified Public Accountants

NEXT DAY ACCESS, LLC

BALANCE SHEETS
DECEMBER 31, 2022 AND 2021

ASSETS

	2022	2021
Current Assets		
Cash	55,537	74,079
Accounts receivable - Trade	444,821	155,292
Total Current Assets	500,358	229,371
Property and Equipment		
Equipment	4,748	4,748
Less: Accumulated depreciation	4,748	4,748
Net Property and Equipment	-	-
Other Assets		
Advances to affiliate	333,323	61,671
Organization costs, net of amortization	13,611	16,944
Total Other Assets	346,934	78,615
Total Assets	847,292	307,986

LIABILITIES AND MEMBERS' EQUITY

Current Liabilities		
Accounts payable	112,696	180,133
Long-Term Liabilities		
Advances from affiliate	511,665	104,053
Total Liabilities	624,361	284,186
Members' Equity		
Members' equity	222,931	23,800
Total Liabilities and Members' Equity	847,292	307,986

The accompanying notes are an integral part of these statements.

NEXT DAY ACCESS, LLC

STATEMENTS OF INCOME AND MEMBERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

	2022	2021
Revenue		
Franchise Licensing Fees	375,595	403,233
Franchise Royalty Fees	1,529,563	1,069,966
Marketing Fee	141,497	116,288
Web Assistance Fees	51,675	-
Other Income	39,660	35,756
Gross Profit	2,137,990	1,625,243
Operating Expenses	1,336,315	1,040,073
Income from Operations	801,675	585,170
Members' Equity:		
Beginning of Year	23,800	88,940
Capital Contributions	-	-
Members' Draw	(602,544)	(650,310)
End of Year	222,931	23,800

The accompanying notes are an integral part of these statements.

NEXT DAY ACCESS, LLC

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

	2022	2021
Cash Flows from Operating Activities		
Net income	801,675	585,170
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization	3,333	3,333
(Increase) Decrease in:		
Trade receivables	(289,529)	9,134
Increase (Decrease) in:		
Accounts payable	(67,438)	121,889
Net Cash Provided by Operating Activities	448,041	719,526
Cash Flows from Financing Activities		
Member advance repayment	61,671	3,020
Net advances from (to) affiliates	74,290	(184,032)
Member draws	(602,544)	(650,310)
Net Cash (Used) by Financing Activities	(466,583)	(831,322)
Net Decrease in Cash	(18,542)	(111,796)
Cash Balance - Beginning of Year	74,079	185,875
Cash Balance - End of Year	55,537	74,079
Suplemental Cash Flow Information		
Interest paid	None	None
Taxes paid	None	None

The accompanying notes are an integral part of these statements.

Note 1 - Summary of Significant Accounting Policies

Organization and Company's Activities:

Next Day Access, LLC was organized March 26, 2012 under the laws of the State of Tennessee. Next Day Access franchises provide a number of accessibility products for people living with disabilities and those who are mobility challenged, such as aging seniors and those recovering from a debilitating accident. The Company, as a franchisor, provides name recognition, training and advertising for its franchises. At December 31, 2022, the Company had 30 franchises in 18 states and Canada. At December 31, 2021, the Company had 26 franchises in 15 states and Canada.

Revenue Recognition:

We have analyzed the provisions of the FASB's ASC Topic 606, *Revenue from Contracts with Customers,* and have concluded that no changes are necessary to conform with the new standard. Our sales contain a single delivery element and revenue is recognized at a single point in time when ownership, risks and rewards transfer.

ASU 2021-02 allows non-public franchisors to account for pre-opening services provided to a franchisee as a distinct performance obligation that is separate from the franchise license. ASU 2021-02 also allows the franchisor the ability to recognize pre-opening services as a single performance. The Company accounts for franchisee pre-opening services as a single performance obligation.

The Company utilizes the overall accrual method of accounting. Franchise fees are recognized as income when a contract with the franchise is executed. Monthly royalty fees are recognized as income based on the franchisee's revenue.

Cash and Cash Equivalents:

For purposes of the statement of cash flows, the Company considers all highly liquid debt instruments with a maturity of three months or less, when purchased, to be cash equivalents.

Accounts Receivable and Bad Debts:

The Company contracts with its franchisees on an open credit basis. Management closely monitors outstanding accounts receivable and charges off to expense any balances that are determined to be uncollectible. As of December 31, 2022 and 2021, the Company considered its accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts was recorded. Bad debt expense for the years ended December 31, 2022 and 2021 totaled $0 and $0, respectively.

Note 1 - Summary of Significant Accounting Policies (Continued)

Equipment and Depreciation:

Equipment is recorded at cost less applicable depreciation. For financial statement purposes, depreciation is computed using the straight-line method with a useful life of five years. For the years ended December 31, 2022 and 2021, there was no depreciation expense. Accelerated methods are used for tax depreciation purposes with a useful life of five years. The Company follows the practice of expensing all items that do not exceed $3,000.

Maintenance and repairs are charged to operations when incurred. Betterments and renewals that extend the useful lives of equipment are capitalized. When equipment is sold or otherwise disposed of, the asset account and related accumulated depreciation account are reduced, and any gain or loss is included in operations.

Fair Value of Financial Instruments:

Substantially all of the Company's current assets and liabilities are considered financial instruments. These assets and liabilities are reflected at fair value, or at carrying amounts that approximate fair value because of the short maturity of the instrument. Other financial instruments consist of long-term obligations. The fair value of long-term obligations is estimated based on current interest rates offered to the Company for obligations with similar remaining maturities. The recorded value of these financial instruments approximated fair value at December 31, 2022 and 2021.

Income Taxes:

The Company is a limited liability company and is recognized as a partnership for federal and state income tax purposes. For federal purposes, all items of income and expense are passed through to the individual members to report on their income tax returns. Therefore, the Company pays no federal income tax itself and, accordingly, no provision for Federal income taxes has been made in these financial statements. State laws vary as to the treatment of income tax.

Uncertain Tax Positions:

The Company is required to recognize, measure, classify, and disclose in the financial statements uncertain tax positions taken or expected to be taken in the Company's tax returns. Management has determined that the Company does not have any uncertain tax positions and associated unrecognized benefits that materially impact the financial statements or related disclosures.

Note 1 - Summary of Significant Accounting Policies (Continued)

Uncertain Tax Positions (Continued):

Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Company's tax returns will not be challenged by the taxing authorities and that the Company or its members will not be subject to additional tax, penalties, and interest as a result of such challenge. Generally, the Company's tax returns remain open for federal and state income tax examination for three years from the date of filing.

Advertising Costs:

Advertising costs are expensed as incurred and are included in Operating Expenses. For the years ended December 31, 2022 and 2021, advertising expense was $169,937 and $117,482, respectively.

Use of Estimates:

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the financial statements and the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates.

Date of Management's Review:

The Company has evaluated events and transactions that occurred between December 31, 2022 and April 14, 2023, which is the date that the financial statements were available to be issued, for possible recognition or disclosure in the financial statements and has determined that there are no additional adjustments or disclosures allowed.

Note 2 - FASB ASC 606 New Accounting Guidance Implementation

The Financial Accounting Standards Board (FASB) issued new guidance that created Topic 606, *Revenue from Contracts with Customers*, in the Accounting Standards Codification (ASC). Topic 606 supersedes the revenue recognition requirements in FASB ASC 605, *Revenue Recognition*, and required the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for those goods or services. The new guidance also added Subtopic 340-40, *Other Assets and Deferred Costs - Contracts with Customers*, to the ASC to require the deferral of incremental costs of obtaining a contract with a customer. Collectively, we refer to the new Topic 606 and Subtopic 340-40 as the "new guidance."

Note 2 - FASB ASC 606 New Accounting Guidance Implementation (Continued)

We adopted the requirements of the new guidance as of January 1, 2019, utilizing the modified retrospective method of transition. Adoption of the new guidance resulted in changes to our accounting policies for revenue and cost recognition, previously described.

Note 3 - Accounts Receivable and Bad Debts

The Company provides services on an open credit basis. The Company performs periodic credit and evaluation of its customer's financial condition. The Company does not require collateral to support such receivables. Management closely monitors outstanding accounts receivable and charges off to expense any balances that are determined to be uncollectible. As of December 31, 2022 and 2021, the Company considered its accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts was recorded. The aged accounts receivable at December 31, 2022 and 2021 were as follows:

	Total	Current	30 - 60	61 - 90	Over 90
2022	444,821	172,536	43,158	39,801	189,326
2021	155,292	100,350	50,193	2,674	2,075

Bad debts for the years ended December 31, 2022 and 2021 totaled $0 and $0, respectively.

Note 4 - Transactions with Affiliates

The three Members of the Company each own 16.33% of the stock of American Access, Inc. which is a Sub-S Corporation. The three Members also equally own 100% of BDPC Enterprises, LLC. Both of these companies provide accessibility products for people living with disabilities and those who are mobility challenged, such as aging seniors and those recovering from a debilitating accident. The Company made advances and received advances from these two affiliated companies during the year. There is no interest charged between the companies on the advances. A summary of the advances at December 31, 2022 and 2021 are as follows:

	2022	2021
Due From(to) American Access, Inc.	333,323	61,671
Due From(to) BDPC Enterprises, LLC	(511,665)	(104,053)

Note 4 - Transactions with Affiliates (Continued)

The Company provides management and administrative service to BDPC, LLC and American Access, Inc. During the current year the Company received reimbursement from BDPC, LLC in the amount of $104,000 and from American Access, Inc. in the amount of $127,500. The total amount of $231,500 is presented in the Schedule of Operating Expenses.

During the year ended December 31, 2021, the Company received reimbursement from BDPC, LLC in the amount of $125,840 and from American Access, Inc. in the amount of $132,500.

Note 5 - Concentrations of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of trade receivables. The Company grants credit primarily to private authorities located throughout the United States.

Accounts receivable are stated at the amount management expects to collect from outstanding balances. The Company establishes an allowance for doubtful accounts based upon factors surrounding the credit risk of specific customers, historical trends, and other information. Generally, the Company does not require collateral or other security to support customer receivables.

The Company may be subject to credit risk to its cash and cash equivalent investments, which are placed with high credit-quality financial institutions. The Federal Deposit Insurance Corporation ("FDIC") insures up to $250,000 for substantially all depository accounts. From time to time, the Company may have amounts on deposit in excess of FDIC limits. Management believes the Company is not exposed to any significant credit risk on cash and cash equivalents. At December 31, 2022 and 2021, the Company had no cash and cash equivalents in excess of the FDIC limits.

ROWLAND & CARTER, PLLC
CERTIFIED PUBLIC ACCOUNTANTS
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To the Members
Next Day Access, LLC
Memphis, Tennessee

INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

We have audited the financial statements of NEXT DAY ACCESS, LLC as of and for the years ended December 31, 2022 and 2021, and our report thereon dated April 14, 2023, which expressed an unmodified opinion on those financial statements, appears on page 1. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The information in the accompanying schedules of operating expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Memphis, Tennessee
April 14, 2023

Rowland & Carter, PLLC
Certified Public Accountants

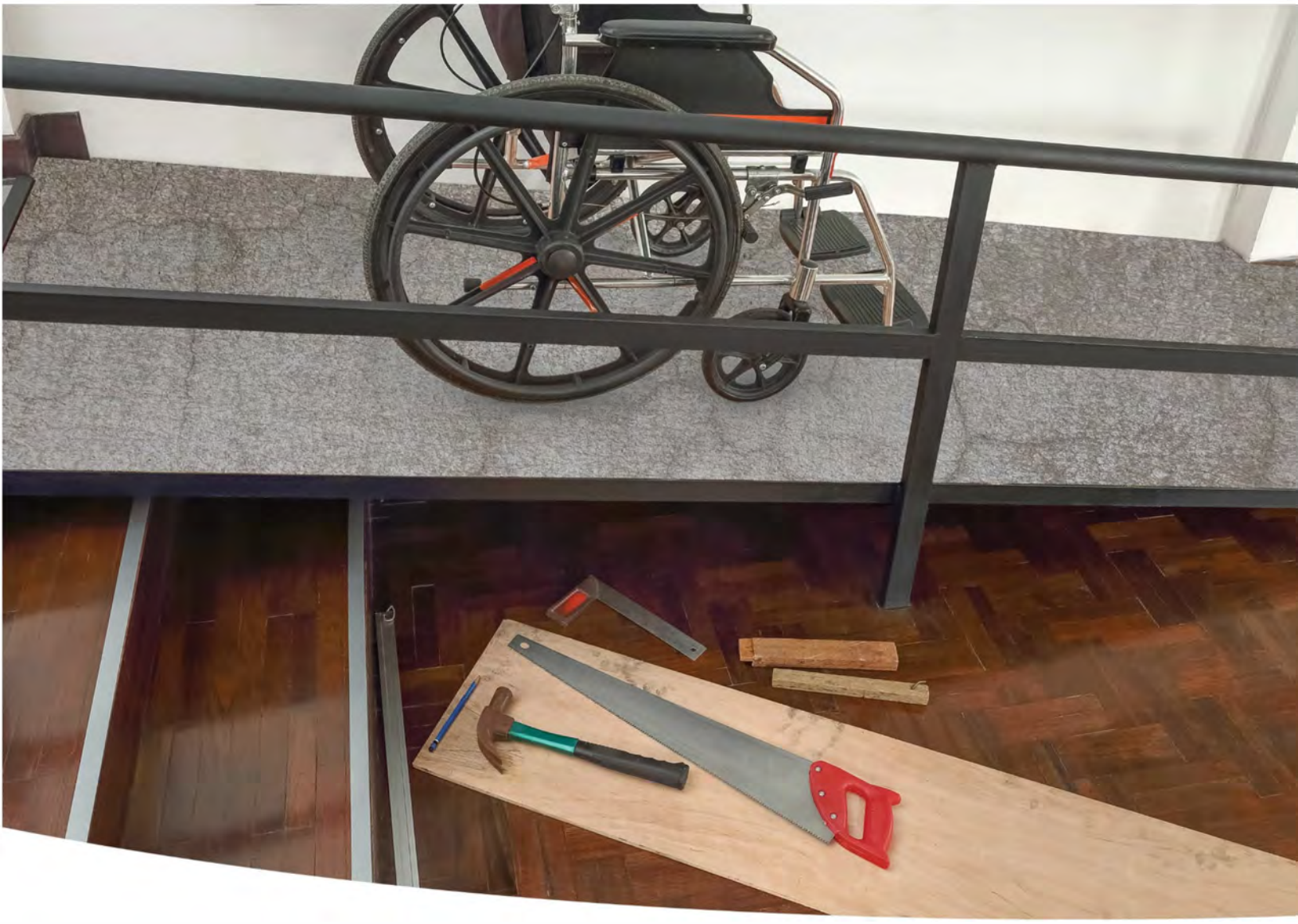
NEXT DAY ACCESS, LLC

SCHEDULES OF OPERATING EXPENSES
DECEMBER 31, 2022 AND 2021

	2022	2021
Operating Expenses		
Advertising and marketing	169,937	112,442
Amortization	3,333	3,333
Bank and finance charges	15,044	3,523
Computer expenses	124,180	123,712
Conference meetings	15,670	113,784
Insurance	32,480	2,946
Meals and entertainment	22,518	17,196
Office supplies	28,128	19,163
Postage and delivery expense	2,304	2,087
Professional fees	236,212	253,607
Rent	8,157	8,677
Taxes and licenses	2,666	131
Telephone	178	2,639
Travel	144,215	77,106
Utilities	1,152	-
Administrative fee	761,641	558,067
Administrative reimbursements	(231,500)	(258,340)
Total Operating Expenses	1,336,315	1,040,073

The accompanying notes are an integral part of these schedules.

Next Day Access



Franchise Agreement

Offered by: New Day Access, LLC

FRANCHISEE

DATE OF AGREEMENT

TABLE OF CONTENTS

1. **GRANT** ……1
2. **TERM, RENEWAL AND EXPIRED AGREEMENT** ……3
3. **OUR DUTIES** ……3
4. **FEES** ……5
5. **OPENING OF FRANCHISED BUSINESS**……..7
6. **TRAINING** ……..8
7. **YOUR DUTIES** ……8
8. **PROPRIETARY MARKS**……13
9. **CONFIDENTIAL OPERATIONS MANUALS** ……15
10. **CONFIDENTIAL INFORMATION** ……..16
11. **ACCOUNTING AND RECORDS** ……16
12. **ADVERTISING AND PROMOTION**……18
13. **INSURANCE** ……21
14. **TRANSFER OF INTEREST**……22
15. **DEFAULT AND TERMINATION** ……24
16. **OBLIGATIONS UPON TERMINATION OR EXPIRATIONS** ……27
17. **COVENANTS**……29
18. **CORPORTION, PARTNERSHIP OR LIMITED LIABILITY COMPANY** ……31
19. **TAXES, PERMITS, AND INDEBTEDNESS** ……32
20. **INDEPENDENT CONTRACTOR AND INDEMNIFICATION**……33
21. **APPROVALS AND WAIVERS** ……33
22. **GRANT OF SECURITY INTEREST** ……34
23. **NOTICES** ……34
24. **ENTIRE AGREEMENT** ……34
25. **SEVERABILITY AND CONSTRUCTION**……35
26. **APPLICABLE LAW AND DISPUTE RESOLUTION** ……35
27. **FORCE MAJEURE**……..37
28. **ACKNOWLEDGMENTS** ……..37

ADDENDUM A – APR AGREEMENT
ADDENDUM B – ADA CERTIFICATION
ADDENDUM C – CONFIDENTIALITY AGREEMENT AND ANCILLARY COVENANATS NOT TO COMPETE
ADDENDUM C.1 – INDEPENDENT CONTRACTOR CONFIDENTIALITY AGREEMENT
ADDENDUM D – GUARANTEE, INDEMNIFICATION, AND ACKNOWLEDGMENT
ADDENDUM E – DISCLOSURE OF FRANCHISE OWNERS
ADDENDUM F – SAMPLE PROMISSORY NOTE
ADDENDUM G – SAMPLE SECURITY AGREEMENT
ADDENDUM H – SAMPLE CONVERSION AMENDMENT
ADDENDUM I – SAMPLE HONORED VETERAN PROGRAM AMENDMENT

FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") is made and entered into this _____ day of _____ _____, 20___, (the "Contract Date") 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 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 wheelchair ramps, stair lifts, porch lifts, auto lifts, ceiling lifts, pool lifts, patient lifts, grab bars, home modification work and additional, related products and accessories as described in our Operating Manual from time to time, 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 Addendum A to this Agreement, entitled APR 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 zip codes described in Addendum 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 of 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 seventy-five thousand dollars ($75,000) Gross Revenue in each quarter during each twelve (12) calendar months of this Agreement 12 months after the opening of your Franchise. 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 zip codes listed on Addendum A. These zip codes are your Area of Primary Responsibility. You may also purchase additional protected rights to other zip codes at the time you close on the purchase of the APR. 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 zip codes after you purchase the franchised business, the cost of the additional zip codes is $00.05 per person in each of the zip codes being purchased. If there are other Franchisees in such zip codes, then such desired zip codes 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 Franchisees) to the extent that such leads required installation at a location within 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 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 all 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. Successor Agreement. Upon the expiration of the term of this Agreement, you may, subject to the following conditions, enter into a Successor 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 entering such Successor Agreement:

2.2.1. 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;

2.2.2. You shall have satisfied all monetary obligations due and owed by you to us and our subsidiaries and affiliates and shall have timely met those obligations throughout the term of this Agreement;

2.2.3. 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;

2.2.4. 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;

2.2.5. 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;

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

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

2.2.8. 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. You will maintain a required inventory level of certain products as listed in the Operating Manual.

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 National Ad Fund Fee. We shall have the right, without the obligation, to establish and administer a brand promotion and marketing 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 $23,000 (the "Initial Franchise Fee"). In addition, there is a Territory Population Fee of $0.05 per person total population in your APR. 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 $20,700, plus $0.05 per person total population in your APR. 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. If you wish to enlarge the size of your APR, you can purchase additional zip codes that are contiguous to your existing APR for the fee of the then current per person fee multiplied by the population of the additional zip codes according to the latest Census.

4.2. Initial Marketing Fee. You shall pay to us, on execution of this Agreement, a nonrefundable initial marketing fee of $5,000 (the "Initial Marketing Fee"). This fee includes the cost of creating your Internet mini-site/landing page, as well as other marketing related activities we assist you with.

4.3. Royalty Fee. You shall pay to us a continuing royalty fee in the amount of Eight Percent (8%) on the first $499,999.99 of Gross Revenue annually, with a minimum royalty payment of $500 per month after your initial 6-month period. For annual Gross Revenues from $500,000-$2,999,999.99, you shall pay to us a continuing royalty fee in the amount of Six Percent (6%). For annual Gross Revenues $3,000,000 and above you shall pay to us a continuing royalty fee in the amount of Five Percent (5%). If you achieve $1,000,000 in Gross Sales during any calendar year during the Term, you will pay a royalty fee in the amount of Six Percent (6%) on all revenues up to $3,000,000 during the next calendar year (the royalty fee on the first $499,999.99 is reduced to 6%). If you achieve $3,000,000 in Gross Sales during any calendar year during the Term, you will pay a royalty fee in the amount of Five Percent (5%) on all revenues up to $3,000,000 during the next calendar year (the royalty fee on the first $2,999,999.99 is reduced to 5%). The royalty rates are reset/set annually. 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.

4.4. General Service Fee. During the term of this Agreement, you will pay us a General Service Fee. The General Service Fee is in place to support the services provided to franchisees, including onboarding of new franchisees, continuing support and training for existing franchisees, HelpDesk ticket management, and servicing specific graphic design, content creation and website update requests. This also includes the expenses associated with: technology improvements and programs related to the HelpDesk; and specific marketing content creation, including but not limited to brochure, collateral, direct mail, and social media. Additionally, it includes the reasonable salaries, benefits and expenses of personnel who create, manage and support these programs, not only the subject matter experts in the respective departments managing those efforts but also those on the leadership team and in other departments. Currently, this fee is 1% of Gross Revenue with a monthly minimum of $325 capped out at $1,000 per month or $12,000 per year. We reserve the right to increase this fee up to 2% per year with a monthly minimum of $650 capped out at $2,000 per month or $24,000 per year. The cap resets each year on January 1.

4.5. Productivity Suite Fee. You and your key employees are required to utilize our approved email, document creation, and cloud-based storage provider ("Productivity Suite Provider"). This fee ranges from $14.00 to $30.00 per month, per license/account depending on the package and services you select (plus taxes, if applicable). This fee will be debited via EFT on the 10th of each month (or as updated in the Manuals). We reserve the right to change the vendor utilized for this service as well increase this fee, per license, with 30 days written notice.

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

4.7. 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 (or as updated in the operational manuals).

4.7.1. 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.

4.7.2. Method of Payment. All payments required, or amounts owed, under this Franchise Agreement, will be made by automated clearing house ("ACH") payments via electronic funds transfer ("EFT") to an account specified by us or the third-party vendor. You will furnish us, and/or our payee, with such information and authorizations as may be necessary to permit such persons to make withdrawals by ACH via EFT. You agree to bear all expenses associated with such authorizations and payments. We have the right to periodically specify (in the "Manual," or otherwise in writing) different payees and/or payment methods, such as, but not limited to, weekly payment, bi-monthly payment, monthly payment by auto-draft, credit card, and payment by check. If you make any payment to us by credit card for any fee required, we will charge a service charge of up to four percent (4%) of the total charge.

4.7.3. Late Payments. Any payment owed under this Agreement not made by the due date will be deemed overdue. In the event any payment owed to us is overdue, we have the right to automatically debit via EFT those fees from your account based on the higher of: (i) the minimum fees owed per this Section 4; (2) the actual fees owed as calculated by our software or this Section 3; or (iii) an estimate based on your previous three fee submissions. In addition to the overdue amounts, you will pay us:

4.7.3.1. A late fee up to $150.00 per week for each individual payment past due; and

4.7.3.2. Interest on such amounts from the date such amounts were due until paid, at 18% percent per annum (calculated daily), or the maximum rate permitted by law, whichever is less, calculated daily. Such interest will be in addition to any other remedies we may have under law or equity.

4.7.4. You agree to pay us, within fifteen (15) days, of any written request we make to you, that is accompanied by reasonable substantiating material, any monies which we have paid, or have paid on your behalf, for goods, services, fees, permits, taxes as provided in Section 7, or any other monies you owe to us for the development and/or operation of your Franchised Business and as required under this Agreement.

4.7.5. Despite any designation you make, we may apply your payments, or payments we receive on your behalf from third parties, to your past due indebtedness to us. We may set off any amounts you and/or your guarantors, if applicable, owe us against any amounts we owe you and, at our option, we may pay your trade creditors out of any sum(s) otherwise due to you. You may not withhold payment of any amounts you owe us due to our alleged non-performance of any obligations under this Agreement. No endorsement or statement on any check or payment of any sum(s) less than the full sum(s) due to us will be construed as acknowledging payment in full and/or as an accord and satisfaction, and we may accept and cash such check and/or payment without prejudice for the right to recover any balance(s) due, and/or pursue any other remedy provided to us by this Agreement or by law and/or or in equity.

4.7.6. If any payment from you to us does not successfully convey funds due to insufficient funds, stop payment instructions, or any similar event, you must pay, upon demand, an insufficient funds fee of $100.00 per incident.

4.8. Late Reporting Fee. Any report owed to us under this Agreement not submitted by the due date will be deemed overdue. In the event any required report owed to us is overdue, we have the right to automatically debit via EFT a late reporting fee of up to $150.00 per report per week until the overdue reports are submitted.

4.9. Call Center. We may (but are not obligated to) administer a call center, and/or online centralized booking or similar system (the "Call Center") for use by some or all businesses using the System and/or our affiliated brands. You will be responsible for all costs and fees related to your participation in the Call Center.

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 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 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 Addendum 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 ten (10) 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 three (3) 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 ensure 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 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 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 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 Seventy-Five Thousand Dollars ($75,000) per quarter Gross Revenue during every twelve (12) calendar months of this Agreement. This will be effective beginning the new quarter after the initial 12 months of operations from date of opening.

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 (at then current prices and subject to the then current terms and conditions) from 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 samples from the supplier be delivered for evaluation and testing either to us or to an independent testing facility 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 the standards and specifications 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 (except, if applicable, for the Initial Franchise Fee Financing program).

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 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 an 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 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.

7.18.4. You are not authorized to use an outside resource for CRM, or other software, without written approval from us. We own all data you generate in the operation of your franchised business.

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. You may not use the term "Next Day Access" in your business entity's legal name.

8.2.5. 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 inwriting;

8.2.6. 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;

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

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

8.2.9. 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 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

8.2.10. 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. You shall not grant access to the Operating Manual by any person who does not have a duty of confidentiality to us. 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 Addendum 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. 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 to us as a Local Marketing Fee.

12.3 National Ad Fund Fee. We reserve the right to implement a National Ad Fund Fee ("National Ad Fund Fee"). In the event we do so, you shall pay us a National Ad Fund Fee equal to up to 2% of your annual Gross Sales which does not include any sums you may pay to us as a Local Marketing Fee.

12.4 Marketing Programs. 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 we are not obligated, 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 our marketing programs;

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) 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 and Regional Accounts

12.10.1 Right to Create. Next Day Access may, but is not obligated to, negotiate and enter into national account or regional account arrangements with certain customers ("National Accounts" or "Regional 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 or a Regional Account, as well as the terms and conditions of the National Account agreement or Regional Account agreement. We may designate any of your current or prospective customers as National Accounts or Regional Accounts without paying you any compensation except for compensation received by franchisees generally for participating in that customer's National Account program or Regional Account program. If we establish a National Accounts program or Regional Accounts program and you qualify to participate in it, you will have a first option to service National Account customers or Regional 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 or Regional Accounts.

12.10.2 Election to Participate. You may elect not to participate in any National or Regional Account Program, or to terminate your participation in the National or Regional Account program at any time by giving us at least 30 days' prior written notice. If you elect not to participate in a National or Regional Account Program or terminate your participation in the National or Regional Account program or if you fail to satisfy the conditions and obligations of any National or Regional Account, we have the

right to service and/or authorize others to service National and Regional 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 or Regional 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 or Regional 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 or Regional 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 or Regional 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 or Regional Account in any APR in which we operate the business of that National or Regional 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 we may determine in our 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 be in our sole discretion.

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 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, General Service Fee and other fees, as determined by us consistent with franchise agreements then in effect between us and other franchisees, except 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 the 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 Fifteen Thousand Dollars ($15,000) and reimburse us for all of our costs and expenses associated with the transfer, including but not limited to attorney fees, travel costs and accounting fees; 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 Seventy-Five Thousand Dollars ($75,000) in quarterly Gross Revenue at least every quarter 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 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 completed 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 If you 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; or if you commit three defaults within any 12-month period, 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 the 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.

15.5 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 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 General Service 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 existing 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, 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 of 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; and

17.3 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.

17.4 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").

17.5 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.

17.6 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.

17.7 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.

17.8 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.

17.9 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, and upon our request, their spouses, shall execute a Guarantee, Indemnification, and Acknowledgment in the form attached hereto as Addendum 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. You and we adopt the relationship set forth in TCA § 50-1-208. 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 will use reasonable business efforts respond to your request within a reasonable time frame. If you do not receive an explicit, written approval from us, your request will be deemed denied.

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: Legal Dpt.
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 rewritten to comply with the law to the fullest extent possible (“blue pencil” not “red pencil”).

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 account, 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 26.2 and 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. Section 27.1 is not applicable to payment and remittance of funds and monies. 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 you have not received, any warranty or guarantee, expressed 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 addenda) 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 you have read and understood this Agreement, the attachments hereto, and agreements relating thereto, if any, and 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:	FRANCHISEE:
Next Day Access, LLC	_____
A Tennessee Limited Liability Company	_____
By: Stephen D. Greenwald	By: _____
Title: In-house Counsel	Title: _____
_____	_____

ADDENDUM A

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 zip codes that constitute your Area of Primary Responsibility are:

3. DOING BUSINESS AS NAME. In accordance with Next Day Access, LLC's standardization requirement, you will establish the "Doing Business as" (DBA) name of Next Day Access - _____.

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:	FRANCHISEE:
Next Day Access, LLC	_____
A Tennessee Limited Liability Company	_____
By: Stephen D. Greenwald	By: _____
Title: In-house Counsel	Title: _____
_____	_____

ADDENDUM B

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 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:	FRANCHISEE:
Next Day Access, LLC	_____
A Tennessee Limited Liability Company	_____
By: Stephen D. Greenwald	By: _____
Title: In-house Counsel	Title: _____
_____	_____

ADDENDUM C

CONFIDENTIALITY AGREEMENT ("AGREEMENT")

(For shareholders, officers, directors, general partners, members and managers as well as key employee of Franchisee.)

In consideration of my being a [insert position/role] of [insert legal name of franchisee] ("Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. Pursuant to a Franchise Agreement dated _____, 20___ (the "Franchise Agreement"), Franchisee has acquired the right and franchise from Next Day Access, LLC (the "Franchisor") to establish and operate a Next Day Access Franchised Business (the "Franchised Business"). (All capitalized terms not defined herein will have the respective meanings set forth in the Franchise Agreement).

2. Franchisor, as the result of the expenditure of time, skill, effort and resources has developed and owns a distinctive format and system (the "System") relating to the establishment and operation of Franchised Businesses. Franchised Business possesses certain proprietary and confidential information relating to the operation of the System, which includes certain proprietary trade secrets, methods, techniques, formats specifications, systems, procedures, methods of business practices and management, sales and promotional techniques and knowledge of, and experience in, the operation of the Franchised Business (the "Confidential Information").

3. Any and all information, knowledge, know-how, and techniques which Franchisor specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.

4. As [insert position/role] of the Franchisee, Franchisor and Franchisee will disclose the Confidential Information to me in furnishing to me training programs, Franchisor's Manuals, and other general assistance during the term of the Franchise Agreement.

5. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term of the Franchise Agreement, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

6. The Confidential Information is proprietary, involves trade secrets of Franchisor, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by Franchisor as confidential. Unless Franchisor otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my position with the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

7. For a continuous uninterrupted period commencing upon the cessation or termination of my position with Franchisee, regardless of the cause for termination, or upon the expiration, termination, transfer, or assignment of the Franchise Agreement, whichever occurs first, and continuing for two (2) years thereafter, either directly or indirectly, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation:

   7.1. Directly or indirectly, solicit or attempt to solicit any business from any of Franchisor's or Franchisee's customers, customer prospects, referral sources, National Accounts or Approved Suppliers/Vendors with whom I had contact for two (2) years after the termination of my relationship with Franchisor or Franchisee.

   7.2. Directly or indirectly, solicit or attempt to solicit any of Franchisor's or Franchisee's other employees, or the employees of other System franchisee to discontinue employment.

The prohibitions in this Section do not apply to my interests in or activities performed in connection with a Franchised Business. This restriction does not apply to my ownership of less than five percent (5%) beneficial interest in the outstanding securities of any publicly held corporation.

8. I agree that I will not make any public statement that is materially disparaging of the business of the Franchisor, or to the business reputation of any of the employees, officers, representatives or agents of the Franchisor or any of the franchisees who are known to you to be franchisees of the Franchisor at the time of any such public statement. Your obligations under this section shall not apply to disclosures required by applicable law, regulation, or order of a court or governmental agency.

9. I 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 Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

10. I understand and acknowledge that the failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement will not be deemed a waiver of such term, covenant or condition, nor will any waiver or relinquishment of any right or remedy hereunder at any one or more times be deemed a waiver or relinquishment of such right or remedy at any other time or times.

11. I understand and acknowledge that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

12. Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause Franchisor and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or Franchisor may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Franchisee and Franchisor all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and Franchisor, any claim I have against the Franchisee or Franchisor is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

13. I understand and acknowledge that the rights and remedies of Franchisor under this Agreement are fully assignable and transferable and will inure to the benefit of its respective affiliates, successor and assigns. However, the respective obligations of me or the Franchisee may not be assigned by me or Franchisee without the proper written consent of Franchisor.

14. This Agreement shall be construed under the laws of the State of Tennessee. The only way this Agreement can be changed is in writing signed by both the Franchisee and me.

FRANCHISOR:	FRANCHISEE:
Next Day Access, LLC	_____
A Tennessee Limited Liability Company	_____
By: Stephen D. Greenwald	By: _____
Title: In-house Counsel	Title: _____
_____	_____

INDIVIDUAL

_____

ADDENDUM C.1

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: _____

State: _____ Zip: _____

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 inequity.

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

_____ Date: _____

ADDENDUM D

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: Legal Dpt.

Attn:

Notices to Guarantors:

_____

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

ADDENDUM E

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 Addendum 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

ADDENDUM F

SAMPLE PROMISSORY NOTE

$[AMOUNT] Date:

FOR VALUE RECEIVED, the undersigned, [INSERT OBLIGOR LEGAL ENTITY NAME] and [INSERT OBLIGOR INDIVIDUAL NAME/S] (together the "Obligor") unconditionally promises to pay to the order of Next Day Access, LLC (the "Holder"), a Delaware limited liability company, in lawful money of the United States of America and in immediately available funds, the principal sum of [AMOUNT] Dollars ($[AMOUNT]), together with all accrued interest thereon and other amounts due hereunder, as provided in this Promissory Note, ("Note").

1. **Interest**. Interest shall accrue on the unpaid principal balance of this Note at the rate of 10% from the Open Date as defined in the Franchise Agreement (whether by acceleration or otherwise). Interest shall be computed for the actual number of days elapsed on the basis of a year consisting of 365 days.

2. **Payments of Principal and Interest.** Obligor will pay principal and interest due under this Note in full in 60 consecutive monthly installments of [INSTALLMENT AMOUNT] ($[#]). The first monthly installment shall be due on the first day of the month immediately following the Open Date. Each subsequent installment shall be due on the first day of each succeeding month; provided, however, the entire principal balance of this Note, together with all unpaid interest, costs, and expenses owning by the Obligor to the Holder, shall be paid in full not later than [FINAL DUE DATE]. Payment of principal, interest, fees, and expenses shall be made in lawful money of the United States of America, in immediately available funds via ACH made payable to Holder and delivered to the address as set forth above.

3. **Prepayment:** Obligor may at any time prepay this Note in whole or in part without premium, penalty or consent of the Holder. Each payment or prepayment will be applied first to fees, expenses, or charges outstanding under this Note or the other Loan Documents (as defined below), second to accrued but unpaid interest on the principal amount of this Note to the date of such prepayment, and third to the outstanding principal payments due under this Note in inverse order of maturity.

4. **Security Agreement**. Obligor hereby agrees to enter into a Security Agreement (as amended, restated, supplemented, or modified from time to time, the "Security Agreement") granting Holder a security interest in certain Collateral (as defined in the Security Agreement) owned by Obligor as security for, among other things, Obligor's obligations under this Note.

5. **Events of Default:** Upon the occurrence of any of the following events of default (each, a "Default"), the Holder may declare, by written notice to the Obligor, the entire unpaid balance of the principal amount hereof and any accrued interest thereon and fees and expenses in connection with the Loan Documents to be immediately due and payable, together with reasonable attorneys' fees and disbursements incurred in connection with collection; provided, however, if a Default described in clause (e) of this Section occurs, the outstanding principal amount, accrued and unpaid interest, and all other amounts payable under the Loan Documents shall become immediately due and payable without notice, declaration, or other act on the part of the Holder. The Defaults are:

   a. Obligor's failure to pay any installment of principal due hereunder after the same is due; or
   b. Obligor's failure to pay any interest or other amounts owing to Holder after the same is due and such failure continues for seven (7) calendar days after such failure; or
   c. Any representation or warranty made by Obligor to Holder in any Loan Document contains an untrue or misleading statement of fact as of the date made; or

d. Obligor fails or neglects to perform, keep, or observe any term, provision, condition, or covenant contained in any Loan Document; or

e. If any of the following events or circumstances occur:

i. the Obligor institutes a voluntary case seeking relief under any law relating to bankruptcy, insolvency, reorganization, or other relief for debtors; or

ii. an involuntary case is commenced seeking the liquidation or reorganization of the Obligor under any law relating to bankruptcy or insolvency, and such case is not dismissed or vacated within sixty days of its filing; or

iii. the Obligor is unable, or admits in writing its inability, to pay its debts as they become due; or

iv. a general assignment for the benefit of creditors by the Obligor; or

v. the appointment of a receiver for the Obligor; or

vi. a case is commenced against the Obligor or its assets seeking attachment, execution, or similar process against all or a substantial part of its assets, and such case is not dismissed or vacated within sixty (60) days of its filing; or

f. A default or event of default occurs under the Franchise Agreement entered into between Obligor and Holder dated [FA DATE] (the "Franchise Agreement"). In the event of default and/or acceleration, the Holder shall have all other rights and remedies provided by any law or by agreement. No failure on the part of the Holder in exercising any of its rights, powers or privileges hereunder shall operate as a waiver thereof or of any other exercise of such rights, powers or privileges or preclude any other or further exercise of any other right, power or privilege.

6. **Notice of Default.**

a. Holder shall provide Obligor with written notice of Default and shall indicate therein whether Holder is declaring all outstanding amounts due and owing from Obligor to Holder immediately due in full. Written notice of Default is sufficient if it is served on the Obligor at the address provided for in the Franchise Agreement by electronic mail by personal service or delivery via overnight courier (i.e. FedEx or UPS).

b. As soon as possible after it becomes aware that a Default has occurred, and in any event within one business day, the Obligor shall notify the Holder in writing of the nature and extent of such Default and the action, if any, it has taken or proposes to take with respect to such Default. Nothing contained in any correspondence from Obligor shall impact Holder's rights hereunder, including but not limited to the right of Holder to accelerate all amounts due and owing.

7. **Attorneys' Fees.** If this Note is not paid at maturity, regardless of how such maturity may be brought about, or is collected or attempted to be collected through the initiation or prosecution of any arbitration or suit or through any probate, bankruptcy or any other judicial proceedings, or is placed in the hands of an attorney for collection, Obligor shall pay, in addition to all other amounts owing hereunder, all actual expenses of collection, all court costs and reasonable attorney's fees incurred by the Holder.

8. **Governing Law and Venue.** This Note and the rights and obligations of the parties hereunder shall be governed by the laws of the United States of America and by the laws of the State of Tennessee without regard to conflict of law provisions and is performable in Shelby County, Tennessee. Obligor consents to the exclusive jurisdiction of an Tennessee state court located in Shelby County, Tennessee or the Western District of Tennessee | United States District Court.for actions arising out of or related to this Note.

9. **WAIVER OF JURY TRIAL**. THE OBLIGOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY.

10. **Business Day.** If any action is required or permitted to be taken hereunder on a Sunday, legal holiday or other day on which banking institutions in the State of Tennessee are authorized or required to close, such action shall be taken on the next succeeding day which is a business day, and, to the extent applicable, interest on the unpaid principal balance shall continue to accrue at the applicable rate.

11. **Successors and Assigns**. This Note shall be binding on Obligor and its successors and assigns, and shall inure to the benefit of the Holder, its successors and assigns. Any reference to the Holder shall include any holder of this Note. The Obligor may not assign any of its rights, duties, or obligations under this Note to any person without the Holder's prior written consent. The Holder may assign any of its rights under this Note without notice to or consent of the Obligor.

12. **Amendments and Waivers**. No term of this Note may be waived, modified, or amended, except by an instrument in writing signed by the Obligor and the Holder. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

13. **No Waiver; Remedies Cumulative**. No failure by the Holder to exercise and no delay in exercising any right, remedy, or power hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, or power hereunder or under any other Loan Document preclude any other or further exercise thereof or the exercise of any other right, remedy, or power. The rights, remedies, and powers herein provided are cumulative and not exclusive of any other rights, remedies, or powers provided by law.

14. **Counterparts**. This Note and any amendments, waivers, consents, or supplements hereto may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Note by facsimile or in electronic ("pdf" or "tiff") format shall be as effective as delivery of a manually executed counterpart of this Note.

HOLDER:
FRANCHISOR:
Next Day Access, LLC
A Tennessee Limited Liability Company

By: Stephen D. Greenwald
Title: In-house Counsel

OLBIGOR:
FRANCHISEE:

_____

_____

By: _____
Title: _____

_____

_____

As an individual:

_____

ADDENDUM G

SAMPLE SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement"), dated as of [DATE] ("Effective Date"), is between Next Day Access, LLC a Tennessee limited liability company (the "Secured Party") and [INSERT LEGAL NAME OF FRANCHISEE] (the "Debtor").

RECITALS

A. This Agreement is in security of the obligations of the Debtor under a Promissory Note in the amount of [AMOUNT] executed by Debtor in favor of the Secured Party on [DATE] (as amended, restated, supplemented, or modified from time to time, the "Note," capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed thereto in the Note).

B. In order to secure all obligations of Debtor to Secured Party under the Note and the other Loan Documents, the Debtor agrees to grant Secured Party a first priority security interest in the Collateral (as defined herein).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Security Interest. To secure the prompt and complete payment of all obligations of Debtor to Secured Party under the Note and the other Loan Documents, plus all interest, costs, expenses, and reasonable attorneys' fees, which may be made or incurred by Secured Party in the protection, maintenance, and liquidation of the Collateral (collectively, the "Obligations"), the Debtor grants to Secured Party a continuing first priority security interest in and to the following described assets, whether now owned or existing or hereafter arising or acquired or received by the Debtor, and wherever located (all of which is herein collectively called the "Collateral"):
   1.1. all Accounts; all Inventory; all Equipment and Fixtures; all General Intangibles, Payment Intangibles, and Intellectual Property; all titled property; all Investment Property; all capital stock and related property; all subsidiary interests; all Deposit Accounts and any and all monies credited by or due from any financial institution or any other depository; all Goods and other personal property, including all merchandise returned or rejected by Account Debtors, relating to or securing any of the Accounts; all rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, detinue, replevin, reclamation and repurchase; all additional amounts due to the Debtor from any Account Debtors relating to the Accounts; all other property, including warranty claims, relating to any Goods; all contract rights, rights of payment earned under a contract right, Instruments (including promissory notes), Chattel Paper (including electronic chattel paper), Documents, warehouse receipts, letters of credit, and money; all Commercial Tort Claims (whether now existing or hereafter arising); all Letter-of-Credit Rights (whether or not such Letter of Credit is evidenced by a writing); all Supporting Obligations; all real and personal property of third parties in which the Debtor has been granted a lien or security interest as security for the payment or enforcement of Accounts; and any and all other goods or personal property, if any, in which the Debtor may hereafter in writing grant a security interest to Secured Party hereunder, or in any amendment or supplement hereto or thereto, or under any other agreement between Secured Party and the Debtor; and
   1.2. the Debtor's ledger sheets, ledger cards, files, correspondence, records, books of account, business papers, computers, computer software (whether owned by the Debtor or in which the Debtor has an interest), computer programs, electronic media, tapes, disks and documents relating to clause 1.1 of this definition of Collateral;
   1.3. any real property now or hereafter owned by the Debtor; and
   1.4. all proceeds and products of clauses 1.1 - 1.4 of this definition of Collateral in whatever form, including: cash, deposit accounts (whether or not comprised solely of proceeds), certificates of

deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements, documents, eminent domain proceeds, condemnation proceeds and tort claim proceeds.

2. Continuing Agreement; Prohibitions. This Agreement shall continue in effect as long as the Obligations are outstanding or unpaid, and except as specifically permitted in this Agreement, Debtor shall not sell, assign, transfer, pledge or otherwise dispose of or encumber any Collateral to any third party while this Agreement is in effect without the prior written consent of Secured Party. Except as otherwise defined in this Agreement or the Note, all terms in this Agreement shall have the meanings provided by the Tennessee Uniform Commercial Code ("UCC") or any successor laws hereafter enacted.
3. Perfection of Security Interest. By execution of this Agreement, Debtor irrevocably authorizes Secured Party to file financing statements (and amendments thereto) with respect to the Collateral in all jurisdictions that Secured Party deems appropriate or necessary. In addition, Debtor shall execute and deliver to Secured Party, concurrently with Debtors' execution of this Agreement and at any time or times thereafter at the request of Secured Party (and pay the cost of filing or recording same in all public offices deemed necessary by Secured Party), all financing statements, assignments, affidavits, reports, notices, letters of authority and all other documents that Secured Party may reasonably request, in form satisfactory to Secured Party, to grant, perfect and maintain perfected Secured Party's security interest in the Collateral. Upon satisfaction in full in cash of the Obligations, at Debtor's request, Secured Party will promptly file a termination statement terminating each financing statement filed with respect to the Collateral that lists Secured Party as the secured party.
4. Warranties. Debtor warrants and agrees that while any of the Obligations remain outstanding: (a) Debtor is the sole owner of the Collateral free and clear of any lien, security interest, encumbrance, claim, option or right of others except for (i) the security interest in favor of Secured Party created pursuant to this Agreement and (ii) such other liens and encumbrances that the Secured Party approves in writing, and no financing statement other than that of Secured Party is on file covering the Collateral or any of it; (b) Debtor's name, jurisdiction of incorporation or organization, or address shall not be changed without 30 days' prior written notice to Secured Party; (c) Debtor's exact legal name and jurisdiction of incorporation or organization are as set forth on Schedule 1; (d) Debtor further warrants that the Collateral or the execution and delivery of this Agreement, the Note, and all other related documents delivered in connection thereto, shall not violate nor constitute a breach of any agreement or restriction of any type whatsoever to which Debtor is a party or is subject; and (e) Debtor warrants that the Collateral will be maintained and preserved and that any loss or damage to the Collateral will be immediately reported to Secured Party in writing.
5. Insurance; Taxes.
   5.1. The Debtor shall maintain usual and customary casualty and liability insurance on the Collateral and the policy or policies that evidence such insurance shall contain a lender loss payable clause in favor of the Secured Party and shall name the Secured Party as an additional insured, as its interest may appear. If any Event of Default (as defined below) has occurred and is continuing, all proceeds paid under any insurance policy of the Debtor shall be paid to the Secured Party for application to the Obligations.
   5.2. The Debtor will pay promptly, and within the time that they can be paid without interest or penalty, any taxes, assessments and similar imposts and charges that are now or hereafter may become a lien upon any of the Collateral. If the Debtor fails to pay any such taxes, assessments or other imposts or charges in accordance with this Section, the Secured Party shall have the option to do so and the Debtor agrees to repay forthwith all amounts so expended by the Secured Party together with interest at the highest rate set forth in the Note.
6. Deposit Accounts. Schedule 2 lists all deposit accounts of the Debtor in which proceeds of any government Accounts are deposited ("Government Accounts") and Schedule 3 lists all other deposit accounts of the Debtor ("Non-Government Accounts"). The Debtor will (a) cause each bank or other financial institution in which it maintains (i) a Non-Government Account to enter into a control agreement with the Secured Party, in form and substance satisfactory to the Secured Party, in order to give the Secured Party control of the deposit account and (ii) a Government Account to enter into a deposit account instruction services agreement, in form and substance satisfactory to the Secured Party, under which such bank or other financial institution agrees to sweep all funds in the Government

Account on a daily basis to an account at which the Secured Party has control and (b) upon the Secured Party's request after the occurrence and during the continuance of an Event of Default, deliver to each such bank or other financial institution a letter, in form and substance reasonably acceptable to the Secured Party, transferring full rights of dominion and control in any Non-Government Account to the Secured Party until such time as no Event of Default exists. Debtor hereby represents and warrants that it will direct any and all customer receivables and proceeds of government Accounts to be paid into and/or deposited into the accounts listed on Schedules 2 and 3 attached to this Agreement. Any request that accounts into which customer receivables or proceeds of any customer payments are deposited be changed from those listed on Schedules 2 and 3 attached to this Agreement must be consented to by Secured Party in writing. The Debtor represents, warrants, and agrees that the Government Accounts will be used solely and exclusively for the collection of proceeds of government Accounts of the Debtor.

7. Special Rights Regarding Accounts. The Secured Party or any of its agents may, at any time and from time to time during the existence and continuance of any Event of Default, verify, directly with each person which owes any Accounts to the Debtor (collectively, the "Obligors"), the Accounts in any reasonable manner. The Secured Party or any of its agents may, at any time from time to time after and during the continuance of an Event of Default, notify the Obligors of the security interest of the Secured Party in the Collateral and/or direct such Obligors that all payments in connection with such obligations and the Collateral be made directly to the Secured Party in the Secured Party's name. If the Secured Party or any of its agents shall collect such obligations directly from the Obligors, the Secured Party or any of its agents shall have the right to resolve any disputes relating to goods or services directly with the Obligors in such manner and on such terms as the Secured Party or any of its agents shall deem appropriate. The Debtor directs and authorizes any and all of its present and future Obligors to comply with requests for information from the Secured Party, the Secured Party's designees and agents and/or auditors, relating to any and all business transactions between the Debtor and the Obligors. The Debtor further directs and authorizes all of its Obligors upon receiving a notice or request sent by the Secured Party or the Secured Party's agents or designees to pay directly to the Secured Party any and all sums of money or proceeds now or hereafter owing by the Obligors to the Debtor, and any such payment shall act as a discharge of any debt of such Obligor to the Debtor in the same manner as if such payment had been made directly to the Debtor. The Debtor agrees to take any and all action as the Secured Party may reasonably request to assist the Secured Party in exercising the rights described in this Section.
8. Sale, Collections, Remedies, Etc.
    8.1. Unless a Default occurs or Debtor defaults on any of the Obligations (an "Event of Default"), Secured Party authorizes and permits Debtor to exercise all of its lawful rights relating to the Collateral. If an Event of Default exists and is continuing hereunder, all of Debtor's lawful rights relating to the Collateral shall immediately revert to Secured Party during the existence of any Event of Default.
    8.2. Until the occurrence of an Event of Default and until such time as Secured Party shall notify Debtor, of the revocation of such power and authority, Debtor may, at its own expense, endeavor to collect, as and when due all amounts due with respect to any of the Collateral.
    8.3. Upon the occurrence of an Event of Default, Secured Party may exercise any and all of its rights as set forth in this Agreement, the other Loan Documents, and under applicable laws.
    8.4. Upon the occurrence and during the continuance of any Event of Default, the Secured Party shall have and may exercise any one or more of the rights and remedies provided to it under this Agreement or any of the other Loan Documents or provided by law, including but not limited to all of the rights and remedies of a secured party under the UCC or other applicable law, and the Debtor hereby agrees to assemble the Collateral and make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties, authorize the Secured Party to take possession of the Collateral with or without demand and in accordance with applicable law and to sell and dispose of the same at a public or private sale and to apply the proceeds of such sale to the costs and expenses thereof (including reasonable and documented attorneys' fees and disbursements, incurred by the Secured Party) and then to the payment and satisfaction of the Obligations. Any requirement of reasonable notice shall be met if the Secured Party sends such notice to the Debtor, by registered or certified mail, at least 10 days prior to the date of sale, disposition or other event giving rise to a required notice. The Secured

Party may be the purchaser at any such sale. The Debtor expressly authorizes such sale or sales of the Collateral in advance of and to the exclusion of any sale or sales of or other realization upon any other collateral securing the Obligations. The Secured Party shall have no obligation to preserve rights against prior parties, and the Secured Party shall have no obligation to clean-up or otherwise prepare the Collateral for sale. The Debtor hereby waives as to the Secured Party any right of subrogation or marshaling of such Collateral and any other collateral for the Obligations. To this end, the Debtor hereby expressly agrees that any such collateral or other security of the Debtor or any other party which the Secured Party may hold, or which may come to its possession, may be dealt with in all respects and particulars as though this Agreement were not in existence. The parties hereto further agree that public sale of the Collateral by auction conducted in any county in which any Collateral is located or in which the Secured Party or the Debtor does business after advertisement of the time and place thereof shall, among other manners of public and private sale, be deemed to be a commercially reasonable disposition of the Collateral. The Debtor shall be liable for any deficiency remaining after disposition of the Collateral. The Secured Party may comply with any applicable law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral. The Secured Party may specifically disclaim any warranties of title or the like. If the Secured Party sells any of the Collateral upon credit, the Debtor will be credited only with payments actually made by the purchaser, received by the Secured Party and applied to the indebtedness of such purchaser. In the event any such purchaser fails to pay for the Collateral, the Secured Party may resell the collateral and the Debtor shall be credited with the proceeds of sale. The Debtor shall reimburse the Secured Party, on demand, for any costs, expenses, and reasonable attorneys' fees that are incurred by the Secured Party in the protection, maintenance, and liquidation of the Collateral or the enforcement of the Secured Party's rights and remedies under this Agreement or the other Loan Documents.

9. Information. Debtor agrees to supply to Secured Party such information concerning the status of any Collateral as Secured Party, from time to time, may reasonably request. The Debtor shall also take such further action, and deliver such additional information, as the Secured Party may reasonably request from time to time in order to give the Secured Party the full benefit of this Agreement and to give full force and effect to the security interest granted hereunder (including, without limitation, reasonably detailed descriptions of any assets owned by the Debtor).
10. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be given according the Franchise Agreement.
11. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
12. Severability. If any term or provision of this Agreement or any other Loan Document is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or such other Loan Document or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify the Agreement or the other Loan Document so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
13. Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. The Note, the Franchise Agreement, and any schedules or exhibits to this Agreement are integral parts of this Agreement and are incorporated by reference herein.
14. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Debtor may not assign any of its rights, duties, or obligations under this Agreement to any person without the Secured Party's prior written consent. The Secured Party may assign any of its rights or duties under this Agreement without notice to or consent of the Debtor. No assignment shall relieve the assigning party of any of its obligations hereunder.

15. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
16. Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.
17. Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
18. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule. Debtor hereby consents to the exclusive jurisdiction of a Tennessee state court located in Shelby County, Tennessee or the Western District of Tennessee | United States District Court for actions arising out of or related to this Agreement.
19. Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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

DEBTOR:

By: _____
Title: _____

_____

SECURED PARTY:
Next Day Access, LLC
A Tennessee Limited Liability Company

By: Stephen D. Greenwald
Title: In-house Counsel

_____

SCHEDULE 1

DEBTOR INFORMATION
Debtor's Name: _____

Debtor's Jurisdiction of Organization or Incorporation: _____

SCHEDULE 2

GOVERNMENT ACCOUNTS

BANK NAME	BANK ADDRESS	ACCOUNT #	ROUTING #	ACCOUNT TYPE

SCHEDULE 3

NON-GOVERNMENT ACCOUNTS

BANK NAME	BANK ADDRESS	ACCOUNT #	ROUTING #	ACCOUNT TYPE

_____

ADDENDUM H

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 $23,000 to $20,700, plus the Territory Population Fee of $0.05 per person total population in your APR.

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
A Tennessee Limited Liability Company

By: Stephen D. Greenwald
Title: In-house Counsel

FRANCHISEE:

_____
_____

By: _____
Title: _____

_____

_____

ADDENDUM I

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 at 3150 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 $23,000 to $20,700 plus the Territory Population Fee of $0.05 per person total population in your APR.

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 A Tennessee Limited Liability Company	FRANCHISEE: _____ _____
By: Stephen D. Greenwald Title: In-house Counsel	By: _____ Title: _____
_____	_____

EXHIBIT C

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
California	Commissioner of Financial Protection and Innovation California Department of Financial Protection and Innovation	320 West 4th Street Suite 750 Los Angeles, CA 90013 866-275-2677
Hawaii (State Administrator)	Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch	335 Merchant Street Room 203 Honolulu, HI 96813
Illinois	Illinois Attorney General	500 S. Second Street Springfield, IL 62706
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 W. Washington St. Room E111 Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	302 W. Washington St. Room E018 Indianapolis, IN 46204
Maryland (State Administrator)	Office of the Attorney General Division of Securities	200 St. Paul Place Baltimore, MD 21202
Maryland (Agent)	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202
Michigan	Michigan Department of Attorney General Consumer Protection Division	G. Mennen Williams Building 1st Floor 525 W. Ottawa St. Lansing, MI 48933
New York (State Administrator)	New York State Department of Law Bureau of Investor Protection and Securities	120 Broadway 23rd Floor New York, NY 10271
New York (Agent)	Secretary of State for New York	41 State St. Second Floor Albany, NY 12231
North Dakota	Securities Commissioner North Dakota Securities Department	600 E. Boulevard Ave. State Capitol 5th Floor, Dept. 414 Bismarck, ND 58505
Rhode Island	Director, Department of Business Regulation, Securities Division	1511 Pontiac Ave. John O. Pastore Complex Building 69-1 Cranston, RI 02920

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
South Dakota	Department of Labor and Regulation Division of Securities	124 S. Euclid Suite 104 Pierre, SD 57501
Virginia (State Administrator)	State Corporation Commission Division of Securities and Retail Franchising	1300 E. Main St. 9th Floor Richmond, VA 23219 804-371-9051
Virginia (Agent)	Clerk of the State Corporation Commission	1300 E. Main St. 1st Floor Richmond, VA 23219
Washington (Agent)	Department of Financial Institutions Securities Division	150 Israel Rd. SW Tumwater, WA 98501 360-902-8760
Washington (State Administrator)	Department of Financial Institutions Securities Division	P.O. Box 9033 Olympia, WA 98507 360-902-8760
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 201 W. Washington Ave. Suite 300 Madison, WI 53703

EXHIBIT D

SAMPLE DEPOSIT AGREEMENT

This Deposit Agreement ("Agreement") is effective as of _____ (the "Effective Date"), by and between _____, a _____and _____, as Individuals, with an address at _____(together the "Franchisee") and Next Day Access, LLC, a Tennessee limited liability company with an address at 3150 Stage Post Dr., Suite 101, Bartlett, TN 38133 ("Franchisor").

BACKGROUND

A. Franchisor grants franchises for the operation of a Next Day Access franchise (each, a "Franchised Business") to persons who meet Franchisor's qualifications and are willing to undertake the investment and effort to own and operate a Franchised Business as described in Franchisor's current form of Franchise Disclosure Document (the "FDD").

B. Franchisee and Franchisor are entering into a Franchise Agreement with an effective date of _____ (the "Franchise Agreement") under which Franchisee will be granted the right to open and operate a Franchised Business in _____, and pursuant to which Franchisee must pay Franchisor the Initial Franchise Fee equal to $_____(the "Initial Franchise Fee").

C. Franchisee has requested, and Franchisor has agreed, that Franchisee may execute the Franchise Agreement and pay a non-refundable deposit of $_____ (the "Deposit") toward the Initial Franchise Fee, with the opportunity to pay Franchisor the remaining balance of the Initial Franchise Fee of $_____ _____ (the "Remaining Balance") the earlier of Franchisee's receipt of its _____ _____ loan or _____days from the Effective Date (the "Payment Period"), subject to the terms and conditions set forth in this Agreement.

TERMS

NOW, THEREFORE, in consideration of the mutual promises and undertaking set forth herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby mutually agree as follows:

1. **Payment of Deposit.** Upon executing the Franchise Agreement, Franchisee must pay Franchisor the Deposit of $_____ and Franchisee agrees and consents that if Franchisee does not pay Franchisor the Remaining Balance of $_____ within the Payment Period, Franchisor will terminate the Franchise Agreement and retain the Deposit in addition to its rights identified in Section 2 below.

2. **Payment of Remaining Balance; Guaranty and Assumption of Obligations.** The acceptance by Franchisor of payment terms and this Deposit in no way alters Franchisee's obligation to pay the Remaining Balance to Franchisor. In addition, Franchisee agrees and acknowledges that this obligation is subject to and made part of the terms and conditions of the underlying Franchise Agreement and its Guaranty and Assumption of Obligations.

3. **Governing Law and Jurisdiction**. Tennessee law governs this Agreement. Jurisdiction and venue for any claims involving this Agreement is exclusively in the courts of Tennessee. The parties irrevocably submit to the venue and jurisdiction of such courts.

4. **Assignment**. This Agreement, and all rights and obligations of the parties, may not be assigned, subcontracted, or transferred by any party without the prior written consent of the other party.

5. **Background Information**. Both parties agree that the background information at the beginning of this Agreement is accurate.

6. **Entire Agreement.** The Franchise Agreement, this Deposit Agreement, and all other written agreements entered into in writing between the parties represent the entire understanding and agreement between the parties on the subject matter of this Deposit Agreement and supersede all other negotiations, understandings and representations, if any, made between the parties. No representations, inducements, promises or agreements, oral or otherwise, if any, not embodied in this Deposit Agreement are of any effect.

IN WITNESS WHEREOF, the Franchisee and Franchisor have executed this Deposit Agreement effective as of the date set forth in the preamble of this Agreement.

FRANCHISOR:
Next Day Access, LLC
A Tennessee Limited Liability Company

By: Stephen D. Greenwald
Title: In-house Counsel

FRANCHISEE:

_____
_____

By: _____
Title: _____

_____

_____

As Individuals:

By: _____

_____

EXHIBIT E

SAMPLE RELEASE AGREEMENT, WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims ("Release") is made as of , 20
by , a(n)
("Franchisee"), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, "Releasor") in favor of Next Day Access LLC, a Tennessee limited liability company ("Franchisor," and together with Releasor, the "Parties").

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement ("Agreement") pursuant to which Franchisee was granted the right to own and operate a Next Day Access Franchised Business;

WHEREAS, Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee (enter into a successor franchise agreement), and Franchisor has consented to such transfer (agreed to enter into a successor franchise agreement); and

WHEREAS, as a condition to Franchisor's consent to the transfer (**Franchisee's ability to enter into a successor franchise agreement**), Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor's consent to the transfer (**Franchisor entering into a successor franchise agreement**), and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. **Representations and Warranties**. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred, or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims, or obligations being terminated and released hereunder. The undersigned represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

2. **Release**. Releasor and its subsidiaries, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit, and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries, or related companies, divisions, and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, successors and assigns, and attorneys, and the spouses of such individuals (collectively "Released Parties"), from any and all claims, liabilities, damages, expenses, actions, or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions, or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the franchise related thereto, except to the extent such liabilities are payable by the applicable indemnified party in connection with a third-party claim.

3. **Non-disparagement**. Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit, or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business, or their reputation.

4. **Confidentiality**. Releasor agrees to hold in strictest confidence and not disclose, publish, or use the existence of, or any details relating to, this Agreement to any third-party without Franchisor's express written consent, except as required by law.

5. **Miscellaneous**.

a. Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

b. This Release will be construed and governed by the laws of the State of Tennessee.

c. Each individual and entity that comprises Releasor will be jointly and severally liable for the obligations of Releasor.

d. In the event that it will be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action will be entitled to recover all of its reasonable costs and attorneys' fees.

e. All of the provisions of this Release will be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders, and the spouses of such individuals, successors, affiliates, and assigns. No other party will be a third-party beneficiary to this Release.

f. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all of the Parties. This Release may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute but one and the same document.

g. If one or more of the provisions of this Release will for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect or impair any other provision of this Release, but this Release will be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

h. Releasor agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as any Released Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

i. This release is inapplicable with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100 and the rules adopted thereunder.

IN WITNESS WHEREOF, Releasor has executed this Release as of the date first written above.

FRANCHISOR:	FRANCHISEE:
Next Day Access, LLC	_____
A Tennessee Limited Liability Company	_____
By: Stephen D. Greenwald	By: _____
Title: In-house Counsel	Title: _____
_____	_____

EXHIBIT F
OPERATING MANUAL TABLE OF CONTENTS

Franchise Owner's Manual

Table Of Contents

SECTION 1 - COURSE OUTLINE ..... 3 - 4

SECTION 2 - YOUR FRANCHISE RESPONSIBILITIES 5- 9

SECTION 3 - ESTABLISHING YOUR BUSINESS ..... 10 - 12

SECTION 4 - RECOMMENDED LIST OF EQUIPMENT 13-14

SECTION 5 - INITIAL INVENTORY ..... 15 - 16

SECTION 6 - WORKING WITH INDEPENDENT CONTRACTORS ..... 17 - 19

SECTION 7 - THE MARKETING/ADVERTISING PLAN ..... 20 - 25

SECTION 8 - CUSTOMER SERVICE ..... 26 - 28

SECTION 9 - NEXT DAY ACCESS SALES PRESENTATION ..... 29 - 32

SECTION 10 - INVENTORY RECOMMENDATIONS ..... 33 - 34

SECTION 11 - CUSTOMER PROCESSING 35- 36

SECTION 12 - INSTALLATION PROCEDURES ..... 37 - 39

SECTION 13 - JOB SITE BEHAVIOR ..... 40 - 41

SECTION 14 - CUSTOMER REPAIR CALLS ..... 42 - 43

SECTION 15 - ACCOUNTING ..... 44 - 46

SECTION 16 - SPECIFICATIONS FOR HOME BASED, WAREHOUSE, NON HOME-BASED OPERATIONS ..... 46 - 47

SECTION 17 - PRICING GUIDELINES ..... 47 - 48

SECTION 18 - WORKING WITH THE GOVERNMENT ..... 49 - 50

SECTION 19 - ATTACHMENTS ..... 51 - 52

EXHIBIT G

NEXT DAY ACCESS FRANCHISE LOCATIONS
As of December 31, 2023

OPEN

Franchisee	Address of Business	Contact Name	Telephone Number
ALABAMA			
ASKA Access & Mobility, Inc.	12585 Old Highway 280, Suite 107 Chelsea, AL 35043	Amy Riley Scott Riley	(205) 578-7676
CALIFORNIA			
Colt Accessibility Prod. Inc.	12235 Beach Blvd. Dr. Suite 9 Stanton, CA 90680	Eric Smith	714-240-8023
COLORADO			
Access Colorado, Inc	7447 Crow Court Colorado Springs, CO 80908	David Beiner	719-219-9887
FLORIDA			
Castle Mobility, LLC	6601 Lyons Road, Suite C-10 Coconut Creek, FL 33073	Geri Castaldo	561-546-3346
Stellar Accessibility, Inc	5187 Shadowlawn Ave, #118, Tampa FL 33610	Josh Kearns	(863) 777-9867
ILLINOIS			
Oakbrook IL SPJ Mobility LLC	15930 South 75th Ct. Suite 300, Tinley Park, IL 30477	Sakher Almakhamreh	708-928-9474
INDIANA			
Indy Accessibility LLC	7168 Zionsville Rd, Indianapolis, IN 46268	Garrett Brown	(317) 669-7135
IOWA			
Mobility Resource of Iowa, Inc.	8003 Douglas Ave. Urbandale, IA 50322	Marianne Kramer	515-318-2059
KANSAS			
Kansas City KA Boulder Point Access LLC	15406 North Industrial Drive, Independence MO 64058	April Springer Chris Bakalars Carl Loge	888-742-7267
MASSACHUSETTS			
DBG Industries, LLC	53 Lakeview Ave. Tewksbury, MA 01876	David Gunzburger	617-969-7267

Franchisee	Address of Business	Contact Name	Telephone Number
MICHIGAN			
Michigan Access and Mobility LLC	PO Box 22 Newport, MI 48166	Heather Head	313-444-3583
MINNESOTA			
Southwest Access LLC	8718 Monticello Ln N Maple Grove, MN 55369	Dominic D'arpino, April Kirk, Chris Baklars, Carl Loge	(888) 742-7267
NORTH CAROLINA			
South East Access, LLC	16 Ash Road Southport, NC 28416	Dennis Long Bret Tharp	910-338-2249 910-338-2248
OHIO			
JT Vesco Enterprise, LLC	3828 Heron Watch Drive Akron, OH 44319	Todd Vesco	330-701-5877
Homecare Mobility	303 Conover Drive Franklin, OH 45005	Scott Lipps Debbie Lipps	937-746-2556
Northwest Ohio Mobility & Access, Inc.	5018 Davenport Road Sylvania, OH 43560	Jeffrey Rowe Jeremy Rowe	567-202-9001
OKLAHOMA			
Oklahoma OK Home Bound Solutions LLC	2301 Forrest Rd Circle Norman OK 74854	David Goss Angelia Goss	405-928-6238
PENNSYLVANIA			
Tamarac Access LLC	1980 Spruce Hollow Rd., Homer City, PA 15748	Carl Loge Chris Bakalars	701-361-0663
SOUTH CAROLINA			
Palmetto Access, LLC	1150 Hungry Neck Rd., Suite C-360 Mt. Pleasant, SC 29464	Bret Tharp Dennis Long	800-894-1761
TENNESSEE			
Home Access Solutions, LLC	8701 Unicorn Drive, Suite 308, Knoxville, TN 37923	Dave Clark Josiah Tillett	(865) 312-7439
TEXAS			
Stay in Your Home Houston, LLC (2 territories)	6 Robin Springs Pl., The Woodlands Spring, TX 77381	Brian Week	281-210-6672

Franchisee	Address of Business	Contact Name	Telephone Number
BlueBonnet Accessibility LLC	12051 Starcrest Drive San Antonio TX 78247	Eric Smith Staci Gonzalez	210-570-6877
MMHG Enterprises, Inc.	1922 Choate Pkwy Ste 101 Celina, Tx 75009	Lesli Caldwell Brien Caldwell	(469) 361-3300
Texas Agile Consulting, LLC	4653 Nall Rd, Suite 33 Farmers Branch, TX 75244	Dave Rice	(305) 606-9568
UTAH			
Gearheart, LLC	2775 S. 300 W. Salt Lake City, UT 84115	Jerry Gearheart	801-263-3180
VIRGINIA			
James River Mobility, LLC	2601 Maury St., Unit 0019 Richmond, VA 23224	Jesse Henby	804-955-7879
Fairfax VA A11Y Solutions LLC	45681 Oakbrook Ct Unit 110 Sterling VA 20166	Ray Patel Joseph Yu Justin Nunes	703-637-9902

SIGNED AGREEMENTS, BUT NOT YET OPEN
December 31, 2023

None

EXHIBIT H
CONTACT INFORMATION FOR FORMER FRANCHISEES
As of December 31, 2023

Contact information for franchisees who:

- have had an outlet 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
- have not communicated with the franchisor within 10 weeks of the disclosure document issuance date.

CLOSED
As of December 31, 2023

NAME	ADDRESS	PHONE
Robert Norment (dec'd), Red Sherpa LLC	20 Florida Ave., Black Mountain, NC 28711	828-505-5355

EXHIBIT I
STATE ADDENDUMS

CALIFORNIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

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.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AND COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

Item 3, Additional Disclosure:

Neither we nor any person described 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. 78a et seq. suspending or expelling such persons from membership in such association or exchange.

Item 17, Additional Disclosures:

The franchise agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law. California Business and Professions Code Sections 2000 through 20043 provided rights to the franchisee concerning terminations or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

Transfers. We will communicate directly with any prospective transferee who is contemplating purchasing an existing franchised business. Such prospective transferees must provide us the following information when submitting an application to us:

- Your name and address;
- A copy of all agreements related to the sale, assignment, or transfer of the franchise, the assets of the franchised business, or the interest in the franchised business;
- An application to us for approval of the transfer, which shall include all forms, financial disclosures, and related information required by the us in reviewing prospective franchisees;
    - If a form/document required to be submitted with an application is not reasonably available to the prospective franchisee, the prospective franchisee may make a written request to us for such form or document, and we must then deliver the form by email, courier, or certified mail within 15 calendar days of receiving the request;
    - If our then-existing standards for approval of any application are not reasonably available to the prospective franchisee, the prospective franchisee may make a written request for the standards to the us, and we must communicate the standards within 15 calendar days of receiving the request;
    - As soon as practicable after receiving the prospective transferee's application, we must notify the prospective franchisee in writing of any additional information or documentation necessary

to complete the application; and

- We must notify the prospective transferee of the approval or disapproval of their application within 60 days after receiving the information and documentation. The notice must be in writing. If the application is disapproved, we must include in the notice a statement setting forth the reasons for the disapproval.

Modifications of the Franchise Agreement Related to State or Federal Emergencies
We are prohibited from modifying a franchise agreement, or requiring a general release, in exchange for any assistance related to a declared state or federal emergency.

Refusal to Grant a Franchise/Provide Assistance Based on Protected Characteristics. We are prohibited from refusing to grant a franchise, or refusing to provide assistance, to a franchisee or prospective franchisee based solely on (i) any characteristic of the franchisee or prospective franchisee, or (ii) any characteristic of the composition of the neighborhood or geographic area where the franchise is located or the proposed franchise would be located (as listed or defined in California's civil rights law).

The franchise agreement requires application of the laws of Tennessee. This provision may not be enforceable under California law.

The franchise agreement contains a liquidated damages clause. Under California Civil Code §1671, certain liquidated damages clauses are unenforceable.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

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

The franchise agreement requires mediation. The mediation will occur in the city in which our headquarters are located at the time of the arbitration (currently Troy, Michigan), with the cost being borne by the parties as determined by the mediator. Prospective franchisees are encouraged to consult with private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedures Section 1281 and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

Each owner of the franchise is required to execute a personal guaranty. Doing so could jeopardize the marital assets of non-owner spouse domiciled in community property states such as California.

The financial performance representations do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees listed in the Disclosure Document may be one source of this information.

Disclaimers in FAs/Compliance Questionnaires. Any provision of a Franchise Agreement, pre-sale compliance questionnaire, acknowledgment, or other writing that disclaims or denies any of the following are now deemed void and unenforceable under California law:

- Representations made by us or our personnel or agents to a prospective franchisee;
- Reliance by a franchisee on any representations made by us or our personnel or agents;

- Reliance by a franchisee on the Franchise Disclosure Document, including any exhibit thereto; and
- Violations of any provision of the amended law.

In registering this franchise, the California Department of Financial Protection and Innovation has not reviewed, and makes no statements concerning, the franchisor's compliance with state and federal licensing and regulatory requirements relating to the practice of medicine. You should consult with your attorney concerning these laws, regulations, and ordinances that may affect the operation of your business. If the state determines that the operation of the franchise fails to comply with state law, the franchisor may be required to cease operations of the franchised business in California. This may result in the termination of your franchise and loss of your investment.

Registration of this franchise does not constitute approval, recommendation or endorsement by the Commissioner.

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Franchise Agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

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

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

d. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. The Federal Bankruptcy Code also provides rights to franchisee concerning termination of the Franchise Agreement upon certain bankruptcy-related events. If the Franchise Agreement is inconsistent with the law, the law will control.

e. The franchise agreement requires mediation. The mediation will occur in the city in which our headquarters are located at the time of the mediation (currently Troy, Michigan), with the cost being borne by the parties as determined by the mediator. Prospective franchisees are encouraged to consult with private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedures Section 1281 and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

f. In addition, as of January 1, 2023, (and) notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

i. Transfers. We will communicate directly with any prospective transferee who is contemplating purchasing an existing franchised business. Such prospective transferees must provide us the following information when submitting an application to us:
    1. Your name and address;
    2. A copy of all agreements related to the sale, assignment, or transfer of the franchise, the assets of the franchised business, or the interest in the franchised business;
    3. An application to us for approval of the transfer, which shall include all forms, financial disclosures, and related information required by the us in reviewing prospective franchisees;
        a. If a form/document required to be submitted with an application is not reasonably available to the prospective franchisee, the prospective franchisee may make a written request to us for such form or document,

and we must then deliver the form by email, courier, or certified mail within 15 calendar days of receiving the request;

b. If our then-existing standards for approval of any application are not reasonably available to the prospective franchisee, the prospective franchisee may make a written request for the standards to the us, and we must communicate the standards within 15 calendar days of receiving the request;

c. As soon as practicable after receiving the prospective transferee's application, we must notify the prospective franchisee in writing of any additional information or documentation necessary to complete the application; and

d. We must notify the prospective transferee of the approval or disapproval of their application within 60 days after receiving the information and documentation. The notice must be in writing. If the application is disapproved, we must include in the notice a statement setting forth the reasons for the disapproval.

ii. Modifications of the Franchise Agreement Related to State or Federal Emergencies. We are prohibited from modifying a franchise agreement, or requiring a general release, in exchange for any assistance related to a declared state or federal emergency.

iii. Refusal to Grant a Franchise/Provide Assistance Based on Protected Characteristics. We are prohibited from refusing to grant a franchise, or refusing to provide assistance, to a franchisee or prospective franchisee based solely on (i) any characteristic of the franchisee or prospective franchisee, or (ii) any characteristic of the composition of the neighborhood or geographic area where the franchise is located or the proposed franchise would be located (as listed or defined in California's civil rights law).

iv. Disclaimers in FAs/Compliance Questionnaires. Any provision of a Franchise Agreement, pre-sale compliance questionnaire, acknowledgment, or other writing that disclaims or denies any of the following are now deemed void and unenforceable under California law:

1. Representations made by us or our personnel or agents to a prospective franchisee;
2. Reliance by a franchisee on any representations made by us or our personnel or agents;
3. Reliance by a franchisee on the Franchise Disclosure Document, including any exhibit thereto; and
4. Violations of any provision of the amended law.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:	FRANCHISEE:
Next Day Access, LLC	_____
a Tennessee limited liability company	_____
By: Stephen Greenwald, Esq.	By: _____
Title: In-House Counsel	Title: _____
_____	_____

EXHIBIT J

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 document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Different Form of FDD
Hawaii	Pending Registration
Illinois	Pending Registration
Indiana	Pending Registration
Maryland	Pending Registration
Michigan	Effective
Minnesota	Pending Registration
New York	Pending Registration
North Dakota	Pending Registration
Rhode Island	Pending Registration
South Dakota	Pending Registration
Virginia	Pending Registration
Washington	Pending Registration
Wisconsin	Pending Registration

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

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	August 25, 2020	(one-time filing)
Texas	August 16, 2012	(one-time filing)
Connecticut	March 5, 2013	(one-time filing)
Utah	December 20, 2022	(annual filing)
Florida	August 31, 2022	(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.

EXHIBIT K
RECEIPT

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 A 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, Suite 101, Bartlett, TN 38133; (901) 386-1832. Our registered agent for service of process in Tennessee is Paul Clark, 7852 Anna Calla Way, Bartlett, TN 38133.

The specific person providing the offer of the sale of this Next Day Access franchise is David Tarr, 3150 Stage Post Dr., Suite 101, Bartlett, TN 38133; (800) 423-0751.

I have received the Next Day Access, LLC Franchise Disclosure Document issued April 1, 2024 (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 and Agents for Service of Process
B. List of Current Franchisees
C. List of Former Franchisees
D. Financial Statements
E. Franchise Agreement (with addenda)
F. Conversion Amendment
G. Honored Veteran
H. Release Agreement
I. Operating Manual Table of Contents
J. State Addenda
K. State Effective Dates
L. Receipts

Date: _____

Your Name (Please Print): _____

Your Signature: _____

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