FRANCHISE DISCLOSURE DOCUMENT

Next Day Access, LLC
(a Tennessee Limited Liability Company)
900 Wilshire Drive, Suite 102
Troy, Michigan 48084-1600
(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 $176,225 - $352,050. This includes $58,300 to $108,300 depending on the size of your Territory 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: March 17, 2025

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 Exhibits E and F.
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 A 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 Exhibits E and F 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 C.

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 Michigan. 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 Michigan 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. **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.

4. **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.

5. **Financial Condition**. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

   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

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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 900 Wilshire Drive, Suite 102, Troy, MI 48084-1600. We do business under the "Next Day Access" name. Our agents to receive service of process are listed in Exhibit C.

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

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. None of our affiliates have conducted a business of the type to be franchised by us.

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 2024, Blue Moon had 124 franchises in operation in the U.S. Blue Moon has never offered franchises in other lines of business. Additionally, none of our common controlled affiliates, including Blue Moon, has ever offered services similar to those offered by Next Day.

- 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, 2024, Boost had six franchises in operation in the U.S. Boost has never offered franchise in other lines of business. Additionally, none of our common controlled affiliates, including Boost, have ever offered any services similar to those offered by Next Day.

- 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, 2024, CarePatrol had 201 franchises in operation in the U.S and 2 franchises in Canada. CarePatrol has never offered franchises in other lines of business. Additionally, none of our common controlled affiliates, including CarePatrol, have offered any services similar to those offered by Next Day.

    - 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, 2024, ComForCare has 248 franchises in the U.S. and 16 franchises in Canada. ComForCare has never offered franchises in other lines of business. Additionally, none of our common controlled affiliates, including Next Day, have ever offer services similar to those offered by Next Day.

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.

Threshold Brands

- 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, 2024, MaidPro had 237 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, 2024, MIK had 23 franchises operating in the United States.

- 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, 2024, Pestmaster had 57 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, 2024, USA Insulation had 109 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, 2024, Granite had 55 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, 2024, Mold Medics had 6 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, 2024, Sir Grout had 71 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, 2024, Miracle Method had 201 franchises and 2 master franchises operating in the United States.

- 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, 2024, PHP had 15 Plumbing Paramedics and 14 Heating + Air Paramedics 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 550 Reserve Street, Suite 380, Southlake, TX 76092. A Bishops franchise offers haircuts, coloring, and barber services. As of December 31, 2024, 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 550 Reserve Street, Suite 380, Southlake, TX 76092. A Frenchies Modern Nail Care franchise offers hand and foot care. As of December 31, 2024, Frenchies had 23 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 550 Reserve Street, Suite 380, Southlake, TX 76092. A Lash Lounge franchise offers permanent and temporary eyelash and eyebrow extensions and other eye enhancing services. As of December 31, 2024, Lash had 140 Lash Lounge franchises in the United States.

Evive Brands

- 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, 2024, Brothers had 355 franchises operating in the United States.

- 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, 2024, Executive Care had 22 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, 2024, ALL had 162 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, 2024, B&P had 61 franchises operating in the United States.

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 December 31, 2024, U.S. Lawns had 210 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 6700 Forum Drive, Suite 150, Orlando, FL 32821. 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, 2024, milliCare had 59 franchises operating in the United States.

- Kitchen Guard Franchising, Inc. ("Kitchen Guard") has offered franchises since August 2023. Kitchen Guard's principal business address is 6700 Forum Drive, Suite 150, Orlando, FL 32821. A Kitchen Guard franchise offers commercial kitchen exhaust system cleaning, inspection, maintenance, and restoration services. As of December 31, 2024, Kitchen Guard had 5 franchises operating in the United States.

- Restoration Specialties Franchise Group, LLC ("Prism Specialties") has offered franchises since April 2012 and in September 2021 the franchises have operated under the mark "Prism Specialties." Prism Specialties' principal business address is 6700 Forum Drive, Suite 150, Orlando, FL 32821. A Prism Specialties franchise offers electronic, art, textile, and document recovery, repair, and restoration services. As of December 31, 2024, Prism Specialties had 93 franchisees operating in the United States.

- The Seals Franchising, LLC ("The Seals") has offered franchises since August 2019. The Seals' principal business address is 6700 Forum Drive, Suite 150, Orlando, FL 32821. A The Seals franchise offers the sale and installation of gaskets for refrigeration door units, freezer doors, oven doors, hardware and cutting board. As of December 31, 2024, The Seals had 4 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 (also based in 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 and Snappy Casual Florida, LLC since January 2023 (all of those 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. 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 Gardner 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 Siegel 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 Laconia, New Hampshire (since 2001), a senior advisor to the Riverside Company, a private equity firm based in Cleveland, Ohio, (since 2011) and its following portfolio companies: It's Just Lunch (a franchisor of professional dating services), Eversmith (a multi-brand franchisor), and Threshold Brands (a multi-brand franchisor).

ITEM 3

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, who was a franchisee of Blue Moon, 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.

Applicable to CarePatrol Franchise Systems, LLC

CarePatrol Franchise Systems, LLC v. Assisted Living Finders, LLC and Wendy Rickenbach-Barclay, Case No. 2:24-cv-11556; In the United States District Court for the Eastern District of Michigan Southern Division

On or about June 13, 2024, CarePatrol filed suit against Defendant, who was a former franchisee of CarePatrol, for violating the non-compete and confidentiality provisions of the Franchise Agreement. On or about January 23, 2025, the parties settled the matter with Defendant agreeing to stop competing against CarePatrol and its franchised system for a period of 12 months.

CarePatrol Franchise Systems, LLC v. Assisted Sustained Care Services LLC, et al. Case Number: 4:24-cv-11755; In the United States District Court for the Eastern District of Michigan Southern Division

On or about July 8, 2024, CarePatrol filed suit against Defendant, who was a franchisee of CarePatrol, for violating the non-compete and confidentiality provisions of the Franchise Agreement. On or about September 9, 2024, the parties settled the matter with the Defendant agreeing to stop competing against CarePatrol and its franchise system for a period of 18 months.

Applicable to ComForCare Franchise Systems, LLC

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; and Platinum Care, Inc. d/b/a ComForCare Home Care – Chester South, et. al., Case No. 2024-207989-CB; State of Michigan Circuit Court for the County of Oakland.

On or about November 15, 2023, ComForCare filed suit against Defendant, a current franchisee of ComForCare, 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. At the time of this disclosure, no trial date has been set yet for a hearing on the matter.

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, a current franchisee of ComForCare, 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. No trial date has been set as of the date of this disclosure.

Patrick Deadrick, By and Through His Successors in Interest, Phil Shirinian v. Maggie Artsvelian and Harry Artsvelian d/b/a ComForCare Home Care – West Hollywood; ComForCare Health Care Holdings, LLC; DOES 1-50; and DOES 51-60, Case No. 24-SM-CV-03032; In the Superior Court of the State of California In and For the County of Los Angeles

On or about June 21, 2024, Plaintiff, who represents the estate of Mr. Deadrick, filed suit against ComForCare Franchise Systems, LLC alleging that former franchisees of ComForCare negligently cared for Mr. Deadrick. ComForCare is not nor ever has been responsible for Plaintiff's care and has no information regarding anything related to Plaintiff. The parties are currently preparing for discovery.

WorkFit Medical Staffing, PLLC v. ComForCare Home Care, Riverside Parnters, LLC d/b/a The Riverside Company, and Best Life Brands, Index No. E2024018476, Supreme Court of the State of New York, County of Monroe

On or about November 4, 2024, Plaintiff, a medical staffing agency located in Rochester, NY, filed suit against an independently owned and operated ComForCare Franchised Business located in Rochester, NY. Plaintiff also listed two additional companies unrelated to the matter affiliated (Best Life Brands, LLC and the Riverside Group) with ComForCare Franchise Systems, LLC even though neither of those companies was properly named. Moreover, the named companies have nothing to do with the ComForCare franchise system in any way. We communicated our confusion to Plaintiff. In the interim, the correct parties are said to be negotiating a settlement.

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 actions detailed above, no other actions are required to be disclosed in this Item.

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

Initial Franchise Fee

The Initial Franchise Fee is calculated as $23,000 plus $0.05 per person up to a total population of 1,500,000 in your Area of Primary Responsibility ("APR") (together, the "Initial Franchise Fee"). The typical population in an APR range from 500,000 to 1,500,000 persons. However, please note that 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. For example, if you are awarded APR population is 1,000,000, your total Initial Franchise Fee would be calculated as follows:

Example of an APR with a Total Population of 1,000,000	
Initial Fee	$23,000
Per Person Fee for an APR population of 1,000,000 (@$0.05/per)	$50,000
Total Initial Fee	$73,000

In the event you request and are subsequently awarded an APR with a population in excess of 1,500,000, your per person population fee for any additional persons added to your APR over 1,500,000 will be $0.075 per person. For example, if your awarded APR population is 2,000,000, your total Initial Franchise Fee would be calculated as follows:

Example of an APR with a Total Population of 2,000,000	
Initial Fee	$23,000
Per Person Fee for the 1st 1,500,000 in total population (@$0.05/per)	$75,000
Per Person Fee for the additional 500,000 in population (@$0.075/per)	$37,500
Total Initial Fee	$135,500

Initial Marketing Fee

At the time you sign your Franchise Agreement, you will also pay us a $5,500 Initial Marketing Fee (for the first unit, only). 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.

Initial Contact Center Fee

At the time you sign your Franchise Agreement, you will also pay us a $4,800 Initial Contact Center Fee. Please see Item 6 for additional information.

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. However, any such expansion must be solely through the offering program of the franchisee's original franchise agreement(s).

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 2024, 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 $23,000 initial franchise fee (and not the per person fee) for each unit purchased to individuals who qualify under VetFran.

First Responder's Discount

Next Day Access offers a 20% discount off the $23,000 initial franchise fee (and not the per person 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 $23,000 initial franchise fee (and not the per person 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. 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. We reserve the right to offer, modify, withdraw or reinstate any referral program in the future without notice to you.

The entire Initial Franchise Fee is fully earned and non-refundable upon receipt.

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.

RECURRING FEES			
TYPE OF FEE	**AMOUNT**	**DUE DATE**	**REMARKS**
Royalty (Note 1 & 3) Applied Annually Resent on January 1 8% of Gross Sales from $0 - $499,999	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-	On the **10th** day following the close of every calendar month (Or as updated in operational	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

RECURRING FEES			
TYPE OF FEE	**AMOUNT**	**DUE DATE**	**REMARKS**
6% of Gross Sales from $500,000 - $2,999,999 5% of Gross Sales of $3,000,000 and above	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.	manuals)	the Operations Manual or otherwise in writing.

RECURRING FEES			
TYPE OF FEE	**AMOUNT**	**DUE DATE**	**REMARKS**
General Service Fee (Notes 1, 2 & 3)	1% of Gross Revenue or $325 per month, whichever is greater	When the Royalty is paid. On the **10th** day of first full month after Open Date (Or as updated in operational manuals)	Paid to us
National Advertising Fee	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	You must spend at least $800 each month, or 4% of the gross revenue for the previous month, whichever is higher, during your first year of business or if your annual gross revenue for the previous fiscal year was less than $300,000; You must spend at least 3% of your previous month's gross revenue if your annual gross revenue for the previous fiscal year was $300,000 or more but less than $500,000. You must spend at least 2% of your gross revenue from the previous month each month if your gross revenue for the previous fiscal year was at least $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. We may require you to use a designated vendor for certain types of marketing. If we find that you haven't spent the necessary amounts, we might ask you to pay unspent amounts to us as a Local Marketing Fee

RECURRING FEES			
TYPE OF FEE	**AMOUNT**	**DUE DATE**	**REMARKS**
Field Service Management Software Fee (Notes 3 & 5)	Currently $170/month	On the **10th** day of the month (Or as updated in operational manuals)	Paid to us. 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 change the fees with 60 days written notice.
Google Workspace Fee (Note 5)	Currently $18.00 per month, per Google Workspace account	On the **10th** day following the close of every calendar month (Or as updated in operational manuals)	Paid to us. You, as well as your employees, are required to utilize Google's Workspace® as your email platform. At the time of this disclosure, this fee is $18.00 per month per Google Workspace license (plus applicable taxes, if applicable). We reserve the right to change this fee with 30 days written notice based on actual changes in our third-party provider's pricing.
Accounting Software Fee (Note 4 & 5)	Varies between $32.00 and $75.00 per month depending on the reporting package you select.	Invoiced	Payable to approved vendor. We currently require that you purchase or lease the latest version of the QuickBooks Online ("QBOE") Business Package.
Contact Center Fee (Note 6)	Initial Contact Center Fee (for your first 6 months of operation): As stated in Item 5, above. Ongoing Contact Center Fee (after your 6th month of operation): $799/month	On the **20th day** following the close of every calendar month (Or as updated in operational manuals)	Thereafter, if you elect to continue utilizing the Contact Center, you will pay an ongoing monthly fee as stated in this description. We reserve the right to change this fee with 30 days written notice, provided that we will not increase the fee by more than 15% annually.

EVENT RELATED EXPENSES			
TYPE OF FEES	**AMOUNT**	**DUE DATE**	**REMARKS**
Annual Conference Fee (Note 7)	Up to $1,000 per person for the first two attendees; Up to $500 for each additional attendee	Upon event registration	Paid to us
Annual Conference Absentee Fee (Note 7)	$2,500	10 days after Annual Conference	Paid to us
Regional Meeting Fee (Note 8)	Up to $350 per person	Upon event registration	Paid to us
Regional Meeting Absentee Fee (Note 8)	$750	10 days after Regional Meeting	Paid to us
Business Transfer Fee	$15,000 at the time of transfer if the transfer involves 50% or more change of ownership. If the transfer involves less than a 50% change of ownership, the transfer fee will be calculated based upon the percentage of ownership change	Prior to training	Payable to us at Business Transfer Closing
Renewal Fee	$10,000	Time of renewal	Paid to us if you renew your rights under the Franchise Agreement.
Conversion Program (Note 9)	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
Third-party Broker Listing Fee (Note 10)	Varies by broker	Upon execution of new franchise agreement by buyer	Payable to us or escrow agent
Examination/Audit of Your Records and Under Reporting Penalty	$300 per day per person plus: expenses, full amount of any underpayment, $5,000 penalty, and interest on any underpayment	Upon demand	Cost of audit is payable only if the understatement exceeds three percent (3%)
Unapproved Services Fee	1% of Gross Sales	Monthly	Payable to us in the event you utilize our Proprietary Marks in the provision of unapproved services

EVENT RELATED EXPENSES			
TYPE OF FEES	**AMOUNT**	**DUE DATE**	**REMARKS**
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.

EVENT RELATED EXPENSES			
TYPE OF FEES	**AMOUNT**	**DUE DATE**	**REMARKS**
Late Reporting Fee	Up to $500.00 for the first overdue report then $100 per report per week until the overdue reports are submitted	Upon demand	Payable to us. Late fees begin from the date the report was due, but not received.
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.
Search Engine Marketing ("SEM")	Not currently collected, but we reserve the right to charge up to $500/year	Annually	We or any of affiliates have the right, but not the obligation, to provide you with search engine marketing services or to arrange such services to be provided through a third-party SEM service provider. You may, after your first 60 days of operation, choose to use our then current SEM service provider in respect of your Franchised Business. We reserve the right to change this vendor. We also reserve the right to change the fee with 30 days written notice.
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.
Reimbursement of monies paid by us on your behalf	Varies	Upon demand	For payments you fail to make and that we make on your behalf

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 5.6 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. You are required to process your month end Royalty Report and submit it no later than 10 days subsequent to the end of each monthly billing period (or as updated in the Manuals).

2. 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.

3. You must use the System's then current Field Service Management Software in connection with the operation of your Franchised Business, which we license to you. The fee is currently $170 per month. The Field Service Management 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.

4. 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 the Field Service Management Software 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.

5. 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.

6. We have established for your benefit a Contact Center. The Contact Center provides answering services, assistance with client management, assistance with scheduling, initial client qualification, CRM data entry, follow-up call scheduling, handling of after-hours calls, and other similar Contact Center activities. Participants will receive monthly reports detailing call volume, handling time, and customer satisfaction metrics. You are required to participate in the Contact Center for the first 12 months of your Franchised Business' operation. The first 6 months of Contact Center fees is

$4,800 and is to be paid upon signing the franchise agreement. The following 6 months will be billed as a required monthly fee of $799. During this time, the company will provide initial and ongoing training to ensure franchisees are able to effectively utilize the contact center services. After the 12th month, you may elect to stop utilizing the Contact Center and pay no further fees. We may elect to discontinue the Contact Center program at any time. Additionally, we reserve the right to: (i) change the monthly fee you pay after your initial 12 months of operation with 30 days written notice; and (ii) discount the monthly fees for any additional Franchised Businesses you are awarded. The Contact Center adheres to all applicable data privacy regulations and implements industry-standard security measures to protect client information. The contact center utilizes Dialpad and integrates with the franchise's scheduling software. The contact center will perform routine call monitoring to ensure quality and provide feedback to agents.

7. You are required to attend the Annual Conference. In the event you are unable to attend the Annual Conference, you must send an employee, who has been approved for attendance by us. If you fail to attend the Annual Conference (or send an approved employee in your stead), you will be charged a $1,500 absentee fee ("Annual Conference Absentee Fee"), via ACH, 10 days after the missed Annual Conference concludes. We may change the Annual Conference Fee with 90 days' written notice prior to the Annual Conference. All Annual Conference attendees are responsible for all of their own travel costs and expenses of lodging, transportation and meals. We reserve the right not to conduct an Annual Conference.

8. You are required to attend one Regional Meeting. In the event you are unable to attend the Regional Meeting, you may send an employee who has been approved for attendance by us. If you fail to attend the Regional Meeting (or send an approved employee in your stead), you will be charged a $500 absentee fee ("Regional Meeting Absentee Fee"), via ACH, 10 days after the Regional Meeting(s) conclude. We may change the Regional Meeting Fee with 90 days' written notice prior to the first scheduled Regional Meeting. All Regional Meeting attendees are responsible for all of their own travel costs and expenses of lodging, transportation and meals. We reserve the right not to conduct a Regional Meeting.

9. 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"). This program is essentially the same as a normal franchise with the exception that we reserve the right to reduce the Initial Franchise Fee (see Item 5).

10. If a franchise sales broker is used to sell your Franchised Business, you must pay that broker a Third-Party Broker Sales Fee. Fees vary by broker. For example, some brokers may charge you a flat fee to sell your Franchised Business or a percentage of your eventual sale price (or a combination of both.) It is your responsibility to understand the terms and conditions, including the fees, any Third-Party Broker may require of you. Additionally, these fees may be assessed for each individual territory sold and must be paid to a licensed escrow agent or to us to then disburse any amounts owed to third-party brokers.

11. We may increase the amount of a fixed fee or fixed payment due under the Franchise Agreement or any related agreements. An annual increase to each particular fixed fee or fixed payment may occur only once during any calendar year and may not exceed the corresponding cumulative percentage increase in the Index since the date of the Franchise Agreement or, as the case may be, the date that the last Annual Increase became effective for the particular fixed fee or fixed payment being increased. Annual Increases will be made at the same time during the calendar year. "Annual Increase" means the increase in the amount of a fixed fee or fixed payment due us or an affiliate under a franchise agreement or a related agreement. "Index" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for all Items (1982-1984=100), not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor

Statistics. If the Index is discontinued or revised during the term of the Franchise Agreement, the other governmental index or computation with which it is replaced will be used to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

ITEM 7

YOUR ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT				
TYPE OF EXPENDITURE	**AMOUNT**	**METHOD OF PAYMENT**	**WHEN DUE**	**TO WHOM PAYMENT IS TO BE MADE**
Initial Franchise Fee (Notes 1, 2 and 17)	$23,000	Lump Sum	When you sign the Franchise Agreement	Us
Population Fee (Notes 1, 2, and 17)	$25,000 - $75,000	Lump Sum	When you sign the franchise agreement	Us
Initial Marketing Fee	$5,500	Lump Sum	When you sign the Franchise Agreement	Us
Initial Contact Center Fee – 6 months (Note 3)	$4,800	Lump Sum	When you sign the Franchise Agreement	Us
Real Estate and Leasehold Improvements (6 months) (Notes 1 and 4)	$5,400 – $8,250	As Incurred	As incurred	Landlord
Signs and /or vehicle wraps (Notes 1 and 6)	$3,200 – $5,000	As Incurred	As incurred	Approved suppliers or per specifications
Initial Inventory (Notes 1 and 5)	$33,000 - $68,500	Lump Sum	As Incurred	Approved supplier
Vehicle Maintenance (Notes 1 and 7)	$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 (Notes 1 and 8)	$1,125 - $1,500	As Incurred	As Incurred	Insurance Company
Tools (Notes 1 and 8)	$1,000 - $5,000	As Incurred	Before commencing operations	Per specifications

YOUR ESTIMATED INITIAL INVESTMENT				
TYPE OF EXPENDITURE	**AMOUNT**	**METHOD OF PAYMENT**	**WHEN DUE**	**TO WHOM PAYMENT IS TO BE MADE**
Office/Warehouse Equipment & Supplies (Notes 1 and 11)	$2,900 – $9,900	As Incurred	Before commencing operations	Per specifications
Start-Up Marketing/ Opening Advertising & Promotion (Notes 1 and 12)	$5,000 – $7,500	As Incurred	Expended according to our marketing program during your first 90 days of operation	To promote the business (Section 9 of the Franchise Agreement)
Insurance Premiums for first year (Notes 1 and 10)	$1,200 - $5,000	Lump Sum or Periodic	Before commencing operations and as arranged	An insurance broker
Professional Fees (Notes 1 and 13)	$1,000 - $2,000	As Arranged	As incurred	Suppliers
Licenses and Permits (Notes 1 and 13)	$100 -$3,500	As Arranged	As incurred	Governmental agencies
Training Expenses (Notes 1 and 15)	$1,000 – $3,000	As Arranged	As incurred	Suppliers
Additional Funds – 6 Months (Notes 1 and 16)	$50,000 - $100,000	As Arranged	As incurred	Suppliers, employees, utilities, etc.
TOTAL	**$176,225 - $352,050**			

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 is $23,000 plus $0.05 per person up to a total population of 1,500,000 in your APR (combined, the "Initial Franchise Fee"). In the event you request and are subsequently awarded an APR with a population in excess of 1,500,000, your per person population fee for any additional persons added to your APR over 1,500,000 will be $0.075 per person. 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. The Population Fee in this Item is based on an APR of 500,000 to 1,500,000 at the cost of $.05 per person. We may finance a portion of the Initial Franchise Fee for qualified franchisees. See Item 10 for more details on our financing arrangements.

3. You are required to participate in the Contact Center for the first 12 months of your Franchised Business' operation. The first 6 months of Contact Center fees will be paid upon signing the franchise agreement. The following 6 months will be billed as a required monthly fee of $799.

4. The estimate provided would cover shelving for the storage of inventory, samples and marketing materials. You will need to lease warehouse or commercial space for stocking inventory and supporting operations as well as sufficient space for an administrative office. We estimate such space will be between 1,000 and 1,500 square feet of space, depending on the layout of the space selected and whether you have sufficient room in the warehouse or commercial space for administrative activities. Generally, warehouse space leases out at approximately $11/sq/ft. Because of this, we estimate that your full year's rent will cost between $10,800 to $16,500. You may not operate the business out of your home.

5. 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. We also suggest that you speak to our approved suppliers and vendors to determine your specific needs as well as if they are running any promotions. You purchase your inventory directly from our approved suppliers.

6. 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.

7. 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.

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

9. 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.

10. Required insurance policies include comprehensive general liability, products/completed operations insurance, special form property insurance, a theft/dishonesty bond, automobile liability insurance, and business interruption insurance. Please see Item 8 for additional information. The estimated first year cost indicated in this table does not include workers' compensation (which varies by state and location). We may reasonably change the minimum liability protection requirement annually and require, at any time on reasonable prior notice to you, different or additional kinds of insurance to reflect inflation, changes in standards of liability or higher damage awards in public, product or motor vehicle liability litigation or other relevant changes in circumstances.

11. 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. Additionally, if you elect to rent office or warehouse space, you will likely need to purchase a pallet jack, a fork lift, as well as shelving for your inventory. The prices for these items vary but are often available used.

12. 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. Additionally, you are required to obtain a professionally taken headshot for the sake of your websites and related advertising. We estimate that this will cost between $60 and $200.

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

14. 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.

15. This estimate includes the travel, food, and lodging expenses of one or two persons to attend the 10-day initial training program in our Designated Location (See Item 11 Training for additional information).

16. 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. 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.

17. **Conversion 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"). The only difference in the Initial Investment of a regular Franchised Business and one that is based on a Conversion Franchise is that we reserve the right to reduce the Initial Franchise Fee. The requirements for startup and operations are the same for both the Standard and the Conversion Franchises. The Converting Franchise Owner will be required to pay additional fees not paid as an independent operator, such as Royalties and Marketing Fees. Except as described above, the cost associated with initiating operations as a Franchised Business do not vary between the two forms of the Franchised Business so no variation in the cost of opening and initially operating the Conversion Franchise should be expected.

ITEM 8

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 the designated or approved supplier(s) we specify.

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
Signs	Less than 1%	Less than 1%
Inventory	18% to 19%	50%
Office Equipment and Supplies	2% to 3%	1%
Insurance	Less than 2%	3%

For the year ending December 31, 2024, our revenue from required franchisee purchases and leases was $54,430 or 1.1% of our total revenues of $5,175,086. None of our affiliates derived revenue from required franchisee purchases and leases in the year ending December 31, 2024.

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 2024, neither we nor our affiliates received any revenues, rebates, or collected any fees from approved suppliers based upon purchases by the Next Day Access Franchisees, but may do so in the future. None of our officers currently own an interest in any of our approved suppliers.

Insurance

You must, at all times, maintain in force, at your sole expense, on a primary basis with us, the following insurance:

1. Commercial general liability insurance, including bodily injury, property damage, personal injury, products, and completed operations liability coverage, with a limit not less than $1,000,000 ($2,000,000 in aggregate);

2. Products/Completed operations insurance with a limit not less than $1,000,000 ($2,000,000 in aggregate;

3. Workers' Compensation and employers' liability to meet statutory requirements of your state(s) of operation; you must maintain Workers' Compensation and employers' liability insurance coverages, regardless if mandated by state law or not;

4. "Special form" property insurance in an amount appropriate for your business' personal property and Business income & Extra Expense for a minimum of $100,000; higher amounts encouraged commensurate with your business size;

5. Twenty-five Thousand Dollar ($25,000) theft/dishonesty bond;

6. Automobile liability insurance for all owned, non-owned, and hired automobiles, with a single limit coverage of not less than $1,000,000;

7. Business interruption insurance; and

8. Other insurance as may be required by the state and/or the locality and/or region in which the Franchised Business is located and operated.

Additionally, we recommend but do not require that you obtain:

Employment Practices Liability Insurance ("EPLI") with a minimum aggregate of $500,000, including sub-limits of at least $100,000 for FLSA/wage and hour claims. In addition, the policy should include: independent contractors in the definition of potential employees, as well as third-party coverage; and

Network Security Insurance ("Cyber Insurance") with a minimum $500,000 aggregate; In addition, we recommend such policy contain at least: $5,000 retention/deductible ("Retro Inception") which is comprised of: 1) third-party network security and privacy with coverage up to $500,000; 2) third-party regulatory fines and penalties with coverage up to $500,000; 3) first party extortion with coverage up to $100,000; 4) first party event expense with coverage up to $500,000; 5) and first party Payment Card Industry ("PCI") fines with coverage up to $25,000;

You must also purchase any other limits and coverage that we periodically require including Employment Practices Liability Insurance and Network Security Insurance.

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	Sections 1 and 5	Item 11
b. Pre-opening purchases/leases	Sections 1 and 5	Items 5, 6, 7 and 8
c. Site development and other pre-opening requirements	Sections 1 and 5	Item 11
d. Initial and ongoing training	Section 4	Items 6, 7 and 11
e. Opening	Section 3 and 5	Item 11
f. Fees	Section 3 and 9	Items 5, 6 and 7
g. Compliance with standards and policies/Operations Manual	Sections 4, 5, 6, 7, 8, 9, 10, 11, 12 and 16	Items 8 and 11
h. Trademarks and proprietary information	Sections 7 and 8	Items 13 and 14
i. Restrictions on products/services offered	Sections 1, 4 and 5	Items 8 and 16
j. Warranty and customer service requirements	Sections 4, 5, 6, and 7	Item 11
k. Territorial development and sales quota	Section 1, 5, 6 and Addendum A	Item 12
l. Ongoing product/service purchases	Sections 4 and 5	Item 8
m. Maintenance, appearance and remodeling requirements	Sections 1, 2 and 5	Item 11
n. Insurance	Section 10	Item 7
o. Advertising	Sections 3 and 9	Items 7 and 11
p. Indemnification	Section 10	Not applicable
q. Owner's participation/ management/staffing	Section 5	Item 15
r. Records/reports	Section 3 and 11	Item 11
s. Inspections/audits	Section 11	Item 6
t. Transfer	Section 13	Item 17
u. Renewal	Section 2	Item 17
v. Post-termination obligations	Section 15	Item 17
w. Non-competition covenants	Section 16	Item 17
x. Dispute resolution	Section 23	Item 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. Currently, we do not place financing with a third-party lender, nor do we receive fees or consideration for doing so.

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 E 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 F 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. If we sell or assign your promissory note, we may receive fees and consideration for doing so.

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 one additional employee you choose (Franchise Agreement, Section 5.1);

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 8); and

3. We will supply you 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 4 and 8).

4. We will provide limited input regarding your warehouse or commercial office location but will not select your location nor do we own or lease to you your office location, but we do provide recommendations as to its size, layout, and key lease terms. We will not reject your selected office location unless it is not within your APR. You are solely responsible for conforming the premises to any applicable local ordinances or building codes and obtaining any required permits, and/or constructing, remodeling or decorating the premises, including conforming the premises to any specifications we may now or in the future designate in the Operating Manual or otherwise via writing, and hiring and training your employees. You may elect to bring certain employees to the initial training program in which case we would assist in providing that training.

5. We may provide you with lists of approved or designated suppliers for inventory, equipment, signs, fixtures and supplies, and we may provide written specifications for certain of these items in our sole discretion. We do not typically deliver or install these items.

6. We will provide you guidelines on how to determine what prices to set for your franchised business's services in your location, but we will not set your price levels nor reject or change what you determine.

Time to Open

You may not open your Franchised Business before: (i) successful completion of the initial training program with us being the sole determinate regarding your readiness; (ii) you purchase all required insurance; (iii) you identify your site location, and (iv) you obtain all required licenses, permits and other governmental approvals. The typical length of time to open your Business is 90 days from the time you sign your Franchise Agreement. Unless we agree to the contrary, your Business must be open the sooner of 10 days after you have completed the initial training program or 90 days from the time of signing your franchise agreement. Your failure to open within this period constitutes an event of default under your Franchise Agreement and result in termination of your Franchise Agreement.

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 4.3 and 4.5);

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 11).

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 5);

4. We reserve the right, at our option, to require you to attend annually: one national conference and one regional meeting, seminar, or convention for Next Day Access franchisees for training or business purposes at your expense (Franchise Agreement, Section 5); 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 5).

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 deposit any fees into the Fund, which we will manage through a separate account and will not be held in escrow. The Fund, all contributions thereto, and any earnings thereon, will be used to meet any and all costs of maintaining, administering, directing, conducting, and developing the preparation of advertising, marketing, public relations, and/or promotional programs and materials in various media including: the salaries and benefits for those internal persons in charge of administering and overseeing the Fund; employing advertising and/or public relations agencies to assist with research, brand positioning, recruitment efforts, creative concepting, production and media planning, photo and video shoots as well as outside resource expenses such as third-party copywriting professionals; litigation expenses related to the Fund or its programs, including reasonable attorney fees, conducting and administering promotions including the purchasing of promotional items and other marketing materials and services to the businesses operating under the System; websites, websites hosting, website optimization (ongoing onsite overall SEO, not local) and social networking or media; market research and development of new products and services; and supporting authorized marketing cooperatives formed by franchisees in the same market area; and any other activities we believe will increase brand awareness, increase lead generations, and benefit the System.

We will direct all advertising and promotional programs, with sole discretion over the creative concepts, materials, and media used in such programs, and the placement and allocation thereof. You agree and acknowledge that the Fund's objectives are to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of the System; and that we are not obligated, in administering the Fund, to make expenditures for you that are equivalent or proportionate to your contribution, or to ensure that any particular franchisee or geographic region benefits directly or pro rata from the advertising or promotion conducted under the Fund.

We will not use the Fund contributions for advertising that is principally a solicitation for the sale of franchises, but we reserve the right to include a notation in any advertisement indicating "franchises available" or similar phrasing.

The Fund is not a trust fund, and we do not have any fiduciary duty to you with respect to the Fund's administration, activities, or expenditures. We are not obligated to make expenditures from the Fund that are equivalent or proportionate to your contribution, or to ensure that you or any other particular franchisee or geographic region benefit directly or pro rata from the advertising or promotion that we conduct under the Fund. We are also not required to spend any amount on advertising in the area or territory where you are located.

All sums paid to the Fund will be maintained in an account separate from the other monies, funds, assets and/or equities we maintain, and will not be used to defray our expenses, except for such costs and overhead, if any, as may be incurred in activities reasonably related to the administration or direction of the advertising programs and Fund, including, among other things, costs of personnel for planning and managing Fund activities, creating and implementing local, regional and national advertising, promotional, and marketing programs. The Fund, and any earnings thereon, will not otherwise inure to the benefit of us.

An unaudited statement of the operations of the Fund, as shown on the books of the Fund, will be prepared annually by us. Upon thirty (30) days of a written request by you, we will provide you an unaudited statement of the expenditures from the Fund.

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. We may provide you with advertising materials to use, or we may permit you to use your own advertising materials in our sole discretion, provided that any materials must be submitted to us for approval.

Currently, we do not have local or regional advertising cooperatives, but reserve the right to create them in the future in our sole discretion. We have the right to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative, and to determine whether a Cooperative is applicable to your Franchised Business. Any cooperative will be organized, formed, and operated according to written governing documents which we must approve in advance in writing. Any company owned outlets within the designated cooperative geography designation will participate in the cooperative on the same basis as franchised businesses. We also have the power to form, change, dissolve and/or merge Cooperatives. If a Cooperative is established applicable to your Franchised Business, then you must participate in and contribute to the Cooperative. You will not be required to contribute more than one percent (1%) of your Gross Sales to the cooperative during any calendar year, unless two-thirds of the members of the cooperative vote in favor of a greater contribution. We do not limit what cooperative members may vote to contribute. Such contributions may exceed the local advertising requirement; provided, however, that you will receive credit for Cooperative contributions against the local advertising requirement.

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 9). 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 9).

Computer Systems

You are required, at your expense, to purchase or lease, and thereafter maintain and use, only such computer(s), hardware (including, without limitation, laptops), software (including, without limitation, client-caregiver management software), firmware, web technologies or applications, required dedicated internet access and power lines, modem(s), printer(s), and other related accessories or peripheral equipment, and methods of operation, as we specify in the Manual or otherwise in writing (collectively the "Computer System"). The Computer System will have the capacity to electronically exchange information, messages, and other data with other computers, by such means (including, but not limited to, the Internet), and using such protocols as we may reasonably prescribe in the Manual or otherwise in writing. You will keep your Computer System in good maintenance and repair and, at your expense, promptly make any and all additions, changes, modifications, substitutions, and/or replacements to your Computer System as we direct. You will pay any and all, annual, monthly or otherwise, software fees, or other fees, as required by

our approved suppliers (or us) in order to maintain your Computer System. We estimate that this will cost approximately $2,000. You acknowledge and agree that we, as well as our suppliers, have the right to increase or decrease the software fees at any time, in their sole discretion, upon written notice to you and we will have independent access to the data generated and stored in our systems. The information stored will include, but not limited to, customer data including name, address, phone and items purchased, sales reporting, leads and lead analytics, pricing, and proposals and estimates. You further acknowledge and agree that we reserve the right to change our approved suppliers, including any software suppliers, at any time and at our sole discretion. You may not alter your Computer System, or use alternative software or suppliers of technology, without our prior written approval. If you are in default of any obligations under this Franchise Agreement, we may, in addition to any other remedy under this Franchise Agreement, temporarily inhibit your access to all or part of the Computer System, including client-caregiver management software, until you have cured such default completely. Computer systems are vulnerable to varying degrees to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, data related problems and attacks by hackers and other unauthorized intruders ("E-Problems"). We have taken reasonable steps so E-Problems will not materially affect our business. We do not guarantee that information or communication systems we or others supply will not be vulnerable to E-Problems. It is your responsibility to protect yourself from E-Problems. You should also take reasonable steps to verify your suppliers, lenders, landlords, customers, and governmental agencies on which you rely, have reasonable protection from E-Problems. This may include trying to secure your Computer Systems (including firewalls, password protection, and anti-virus systems), and to provide backup systems.

Website and Internet

We have the right, but not the obligation, to establish and maintain a website to promote the Proprietary Marks and/or the System (the "Website"): (i) we will have sole control over all aspects of the Website, and can discontinue operation of the Website at any time without notice to you; (ii) unless you obtain our prior written consent, you are prohibited from establishing or maintaining a separate website or otherwise maintaining another presence on the Internet through any social networking site in connection with the operation of the Franchise Business; (iii) we have the right to modify or supplement our policies regarding social media and Internet use at any time in writing, whether as part of the Manuals, or otherwise.

If you are in default of any obligations under the Franchise Agreement, we may, in addition to our other remedies, temporarily remove reference to your Franchised Business from the Website, and/or discontinue your access to any such sites, until such defaults are cured to our satisfaction. We may, at our option, discontinue, replace, and/or modify the Website and/or any support sites at any time and at our sole discretion. Nothing in this Section will limit our right to maintain websites other than the Website, or to maintain other portals.

Unless otherwise authorized by us, you will only use an e-mail address, related to or associated with the operation of your Franchised Business, which is a part of the "nextdayaccess.com" Internet domain name or other domain as authorized by the Manual.

Information Security System Requirements

We expressly reserve the right to implement further policies or guidelines regarding information security including, but not limited to: risk management protocols, email encryption standards, document retention policies, PCI compliance and the use of third-party security advisors and their security systems/products. You understand that either us, or our approved third-party information security system providers, may charge you both initial and ongoing fees for the creation, implementation and maintenance of any information security system we, at our sole discretion, deem necessary.

Operations Manual

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. It consists of a total of 55 pages.

Topic	Approx # of Pages
Commitment to the Franchise	2
Your Franchise Responsibilities	5
Establishing Your Business	3
Recommended List of Equipment	2
Initial Inventory	2
Working with Independent Contractors	3
The Marketing/Advertising Plan	6
Customer Service	3
Next Day Access Sales Presentation	4
Inventory Management Recommendations	2
Customer Processing	2
Installation Procedures	3
Job Site Behavior	2
Customer Repair Calls	2
Software/Accounting	2
Specifications for Your Location	2
Pricing Guidelines	2
Working with the Government	2
Attachments	2

Pricing Assistance; Restrictions

You may not advertise your products at less than the manufacturer's lowest published price but you may sell the products at any price. At the time of this disclosure, we do not have minimum and maximum price restrictions (other than those indicated immediately above) however 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.

TRAINING PROGRAM

Our Training Program is generally completed within 90 of the signing of your franchise agreement. The actual training takes approximately one week to complete and includes your participation over the weekend during this period (typically Wednesday to Wednesday). Training occurs in our Designated Location/s (currently Bartlett, Tennessee, Jackson, Tennessee, and Covington, Tennessee) and within your Approved Location and is a combination of self-study, eLearning, virtual classes, in person, and field training. However, we expressly reserve the right: to modify the training program, the frequency of training, and the location of your training at any time.

You, the owners, must attend and complete our entire Training Program. Any attendee of yours that is not an owner must be accompanied by an owner during their training. You must pay all travel and lodging expenses incurred by you or your other approved attendees in connection with any training conducted regardless of location. Additionally, please bring work clothes and gloves as well as wet/hot/cold weather gear for in field evaluations and installations.

Our training program is conducted under the supervision of Desmond Baker, our Product Trainer and Supplier Liaison. Desmond has 14 years' experience in the mobility industry and four years of franchisee

training. The training team includes departmental experts, vendor representatives, franchise business consultants and Desmond. In addition, certain current or former franchisees who have mastery of our System may provide training to new franchisees. Training instructors will have a minimum of three (3) years of experience in the accessibility and mobility product installation and service arena and a minimum of five (5) years of experience in skilled trade and service-oriented industries.

INITIAL TRAINING

WEEK ONE			
SUBJECT	**HOURS OF CLASSROOM TRAINING**	**HOURS OF ON THE JOB TRAINING**	**LOCATION**
Orientation	.5	0	Designated Location/s
Stair Lift – Evaluation, Configuration, & Preparation	7.5	0	Designated Location/s
Stair Lift Installation and QA	4	0	Designated Location/s
Grab Bar Compliance & Installation	1.5	0	Designated Location/s
Product Training	2.5	0	Designated Location/s
Store Visit	1.5	0	Designated Location/s
VPL Overview	6	0	Designated Location/s
Ramp Evaluation, Configuration, Preparation, & Installation	4	0	Designated Location/s
Totals	**27.5**	**0**	

WEEK TWO			
SUBJECT	**HOURS OF CLASSROOM TRAINING**	**HOURS OF ON THE JOB TRAINING**	**LOCATION**
Ramp Training	21.5	0	Designated Location/s
Marketing	2.5	0	Designated Location/s
Stair Lift Evaluations & Configurations (ctd.)	1	0	Designated Location/s
Presentations	.5	0	Designated Location/s
Totals	**25.5**	**0**	

POST OPENING ASSISTANCE

You may request that a member of our field support team travel to your Approved Location to assist you in managing a mobility installation opportunity. You must request such assistance at least two weeks prior to the expected opportunity. However, we make no assurances we can attend depending our team member/s schedule. You are required to pay our travel and lodging costs while onsite for this Post Opening Assistance.

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," or “Territory”), which area must be approved by us. 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. 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.

We reserve the right to: (i) offer and sell products and services similar to those provided by you via alternative channels of distribution, including the Internet and other channels of e-commerce; (ii) establish and operate, and license others, the right to establish and operate, businesses using Proprietary Marks and System at any location outside of your Territory; (iii) establish and operate, and grant others the right to establish and operate, businesses that offer similar products to those offered by us under any other mark other than the Propriety Marks at any location; (iv) acquire, or be acquired by, any company, including a company operating one or more businesses offering products or services similar to those offered by us, in

any location; and (v) use the Proprietary Marks and System, and license others to use the Proprietary Marks and System, to engage in any other activities not expressly prohibited by the Franchise Agreement.

We are not required to pay you any compensation if we exercise any of these rights. Neither we nor our affiliates currently operate or plan to operate or franchise businesses under a different trademark that sells goods or services that are the same as or similar to those the franchisee will sell.

National or Regional Accounts

We have a National or Regional Accounts program. We may designate any of your current or prospective customers as National and Regional 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 5). 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, reduce the size of your APR, 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	U.S. REGISTRATION NUMBER	DATE OF REGISTRATION
	6,146,183	September 8, 2020

MARK	SERIAL NUMBER	DATE FILED
	98964934	January 15, 2025

We disclaimed the exclusive right to use the word "Access" apart from the mark as shown. We have filed all required affidavits in connection with the Mark. The Mark has not yet been due for a renewal and, as such, has not been renewed.

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.

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 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 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 6 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 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 ten-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 ten-current qualification and training

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		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	14.	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	14.	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 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	14.	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

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		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 business or if you, any of your principals, officers, or directors engage in any behavior that we believe is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated with the business; if a threat or danger to public health or safety results from the construction, maintenance, or operation of your business; if you purport to assign or transfer any direct or indirect interest in the Franchise Agreement without complying with the requirements under the Franchise Agreement; if you fail to comply with the confidentiality and non-competition covenants set forth in the Franchise Agreement; if you intentionally under- report your Gross Revenue; if you knowingly maintain false books or records or submit any false reports or other documentation to us; if you misuse or make any unauthorized use of the Marks or any other identifying characteristics of the System; if you refuse to permit us to inspect the Premises, or the books, records or accounts of your business upon demand; if you, after curing any default, commit the same default again; if you sell products not previously approved by us, or purchase any product from a supplier not previously approved by us; if you (or any of your owners) have made any material misrepresentation to us or any other party or omission in connection with your purchase of the business; or if we cure any default by you relating to a transfer of the business; or if you become insolvent or make a general assignment for the benefit of creditors; a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; you are adjudicated bankrupt or insolvent; a bill in equity or other proceeding for the appointment of a receiver of you or other custodian for your business or assets is filed and consented to by you; a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any state or federal law should be instituted by or against you; a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedes bond is filed); you are dissolved; execution is levied against your business or property; suit to foreclose any lien or mortgage against the Premises or

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		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	15.	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.
k. "Transfer" by you defined	13.2.	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	13.4.	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	13.3.	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	13.1.	We will have the option to purchase the seller's interest on the same terms and conditions offered by a third party.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
o. Our option to purchase your business	13.7	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	13.5.	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	16.2.	You must not (a) divert or attempt to divert any present or prospective business or customer of any Next Day Access business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System; (b) employ or seek to employ any person who is at that time employed by us, our Parents, or by any of our other franchisees, or otherwise directly or indirectly induce such person to leave his or her employment; or (c) own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any retail business which is the same as, or substantially similar to, an Next Day Access business; or offers to sell or sells Ramps, Additional Approved Products, or other services, equipment, products or items which are the same as, or substantially similar to, any of the services, equipment, product or other items offered by an Next Day Access business.
r. Non-competition covenants after the franchise is terminated or expires	16.3.	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.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
s. Modification of the Agreement	21.	The Franchise Agreement may only be modified by written agreement signed by both parties.
t. Integration/ merger clause	22.	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 representations made in the Franchise Disclosure Document, its exhibits and amendments.
u. Dispute resolution by arbitration or mediation	23.3.	Except as otherwise provided, all disputes and claims relating to the Franchise Agreement must be settled by mediation and litigation against us in Oakland County, Michigan.
v. Choice of forum	23.5.	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 Oakland County, Michigan. 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 subject to applicable state law.
w. Choice of law	23.1.	Subject to applicable state law, the Franchise Agreement will be interpreted and construed under the laws of Michigan, the conflicts provisions of which that would apply the law of another state being specifically disclaimed.

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

ITEM 18

PUBLIC FIGURES

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

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

This Item 19 contains historical financial performance data as provided by certain Next Day Access franchisees. The representations made in this Item 19 are based upon the franchise system's outlets existing for the period of time indicated below unless otherwise specifically excluded, as discussed below.

The financial performance information included in Tables A and B below reflect average gross sales by year in operation.

The financial performance information included in Tables C and D below reflect average gross sales by quartile.

Only franchises that were open and in operation during the entire period of January 1, 2024 through December 31, 2024 (the "Measurement Period") were included. We consider a franchisee to be "open and in operation" once they have completed their training and all assigned door opening tasks.

The financial performance information presented below has been extracted from revenue reports provided to us by the Franchisees. We have not audited this information, nor have we independently verified this information.

TABLE A - GROSS SALES INFORMATION BY FRANCHISE TERRITORY OPERATING PRIOR TO JANUARY 1, 2024

Time in Business	Territories	Average Gross Sales	Number/ Percent Attained or Exceeded Average	Median Gross Sales	Number/ Percent Attained or Exceeded Median	Highest Performer	Lowest Performer
60+ months	13	$2,042,576	3 (23%)	$1,108,362	7 (54%)	$11,723,067	$463,829
49-60 months	1	$998,710	1 (100%)	$998,710	1 (100%)	$998,710	$998,710
37-48 months	3	$723,027	1 (33%)	$718,098	2 (67%)	$881,011	$569,974
25-36 months	3	$918,110	2 (67%)	$1,009,400	2 (67%)	$1,181,771	$563,158
12-24 months	5	$408,309	2 (40%)	$383,941	3 (60%)	$737,438	$132,519
Total	25	$1,380,686	6 (24%)	$737,438	13 (52%)	$11,723,067	$132,519

TABLE B - GROSS SALES INFORMATION BY FRANCHISE OWNER OPERATING PRIOR TO JANUARY 1, 2024

Time in Business	Owners	Average Gross Sales	Number/ Percent Attained or Exceeded Average	Median Gross Sales	Number/ Percent Attained or Exceeded Median	Highest Performer	Lowest Performer
60+ months	12	$2,212,790	3 (25%)	$1,313,226	6 (50%)	$11,723,067	$463,829

TABLE B - GROSS SALES INFORMATION BY FRANCHISE OWNER OPERATING PRIOR TO JANUARY 1, 2024							
Time in Business	**Owners**	**Average Gross Sales**	**Number/ Percent Attained or Exceeded Average**	**Median Gross Sales**	**Number/ Percent Attained or Exceeded Median**	**Highest Performer**	**Lowest Performer**
49-60 months	1	$998,710	1 (100%)	$998,710	1 (100%)	$998,710	$998,710
37-48 months	4	$813,116	2 (50%)	$799,554	2 (50%)	$1,083,381	$569,974
25-36 months	3	$918,110	2 (67%)	$1,009,400	2 (67%)	$1,181,771	$563,158
12-24 months	5	$408,309	2 (40%)	$383,941	3 (60%)	$737,438	$132,519
Total	25	$1,424,021	6 (24%)	$881,011	13 (52%)	$11,723,067	$132,519

TABLE C - GROSS SALES INFORMATION BY FRANCHISE TERRITORY OPERATING PRIOR TO JANUARY 1, 2024							
Quartile	**Territories**	**Average Gross Sales**	**Number/ Percent Attained or Exceeded Average**	**Median Gross Sales**	**Number/ Percent Attained or Exceeded Median**	**Highest Performer**	**Lowest Performer**
1	7	$3,274,048	1 (14%)	$1,780,806	4 (57%)	$11,723,067	$1,181,771
2	6	$967,988	4 (67%)	$1,004,055	3 (50%)	$1,108,362	$737,438
3	6	$591,731	2 (33%)	$574,316	3 (50%)	$718,098	$485,706
4	6	$373,417	4 (67%)	$423,885	3 (50%)	$479,526	$132,519
Total	25	$1,380,686	6 (24%)	$737,438	13 (52%)	$11,723,067	$132,519

TABLE D - GROSS SALES INFORMATION BY FRANCHISE OWNER OPERATING PRIOR TO JANUARY 1, 2024							
Quartile	**Owners**	**Average Gross Sales**	**Number/ Percent Attained or Exceeded Average**	**Median Gross Sales**	**Number/ Percent Attained or Exceeded Median**	**Highest Performer**	**Lowest Performer**
1	7	$3,356,713	1 (14%)	$2,212,533	4 (57%)	$11,723,067	$1,181,771
2	6	$1,025,645	3 (50%)	$1,041,203	3 (50%)	$1,108,362	$881,011

TABLE D - GROSS SALES INFORMATION BY FRANCHISE OWNER OPERATING PRIOR TO JANUARY 1, 2024							
Quartile	**Owners**	**Average Gross Sales**	**Number/ Percent Attained or Exceeded Average**	**Median Gross Sales**	**Number/ Percent Attained or Exceeded Median**	**Highest Performer**	**Lowest Performer**
3	6	$618,194	3 (50%)	$602,383	3 (50%)	$737,438	$485,706
4	6	$373,417	4 (67%)	$423,885	3 (50%)	$479,526	$132,519
Total	25	$1,424,021	6 (24%)	$881,011	13 (52%)	$11,723,067	$132,519

Table A & C Notes:

(a) Tables A & C provides the annual average gross sales reported to us by an individual franchise territory. Table A is categorized by year in operation and Table C is broken down into quartiles.

(b) Of the 50 franchised territories in operation as of 31 December 2024, we excluded 1 franchisee who has 2 territories because the franchisee reports sales information for both territories as a single territory unit; 23 additional territories were excluded because they were open for less than a year.

(c) These tables include territories opened in each year from 2012 through December 31, 2023 with the distribution of start dates as follows: 2023-5, 2022-3, 2021-3, 2020-1, 2018-1, 2017-4, 2016-1, 2015-2, 2014-1, 2013-1, 2012-3. We consider a territory to be open once they have completed their training and their assigned door opening task.

(d) Table A & C includes data for the two Affiliated Outlets (prior owners of Next Day Access), which earned Gross Revenues as follows: (i) $1,780,806; and (ii) $578,659.

Table B & D Notes:

(a) Tables B & D provide the annual gross sales reported by the franchisees, and aggregates gross sales by owner regardless of the number of territories they may own. As a result, the data represented in Table B & Table D may be more favorable than the data reported by franchise territory as represented in Table A & Table C. Table B is categorized by year in operation and Table D is broken down into quartiles.

(b) For purposes of this Item 19, the definition of Gross Sales can be found in "Additional Notes" at the end of this Item 19.

(c) Of the 25 franchises listed in these tables, 2 of the included franchisees own 1 additional territory.

(d) 23 territories were excluded because they were open for less than a year.

(e) Tables B & D includes data for the two Affiliated Outlets (prior owners of Next Day Access), which earned combined Gross Revenues of $2,359,465.

Additional Notes:

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.

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 2022 TO 2024

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised	2022	21	24	+3
	2023	24	28	+4
	2024	28	50	+22
Company-Owned (a)	2022	3	2	-1
	2023	2	2	0
	2024	2	0	-2
Total Outlets	2022	24	26	+2
	2023	26	30	+4
	2024	30	50	+20

TABLE 2 – TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN FRANCHISOR) FOR YEARS 2022 TO 2024		
STATE	**YEAR**	**NUMBER OF TRANSFERS**
Total	2022	0
	2023	0
	2024	0

TABLE 3 – STATUS OF FRANCHISED OUTLETS FOR YEARS 2022 TO 2024								
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	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
California	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	7	0	0	0	0	8
Colorado	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
Florida	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	1	0	0	0	0	3
Idaho	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1

TABLE 3 – STATUS OF FRANCHISED OUTLETS FOR YEARS 2022 TO 2024								
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**
Illinois	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
Indiana	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Iowa	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Maryland	202	1	0	0	0	0	0	1
	2023	1	0	0	0	0	1	0
	2024	0	0	0	0	0	0	0
Massa-chusetts	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Michigan	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Minnesota	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
New York	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
North Carolina	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	1	1
	2024	1	2	0	1	0	0	2
Ohio	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Oklahoma	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Pennsyl-vania	2022	2	0	0	0	0	1	1
	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
South Carolina	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	1	0	0	0
Tennessee	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	2	0	0	0	0	3
Texas	2022	2	0	0	0	0	0	2
	2023	2	3	0	0	0	0	5
	2024	5	2	0	0	0	0	7

TABLE 3 – STATUS OF FRANCHISED OUTLETS FOR YEARS 2022 TO 2024								
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**
Utah	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Virginia	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Total	2022	21	4	0	0	0	1	24
	2023	24	6	0	0	0	2	28
	2024	28	24	0	2	0	0	50

TABLE 4 – STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2022 TO 2024							
STATE	**YEAR**	**OUTLETS AT START OF YEAR**	**OUTLETS OPENED**	**OUTLETS REACQUIRED FROM FRANCHISEE**	**OUTLETS CLOSED**	**OUTLETS SOLD TO FRANCHISEE**	**OUTLETS AT END OF THE YEAR**
Tennessee	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	0	0	0	2	0
Texas	2022	1	0	0	1	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Total	2022	3	0	0	1	0	2
	2023	2	0	0	0	0	2
	2024	2	0	0	0	2	0

TABLE 5 - PROJECTED OPENINGS AS OF DECEMBER 31, 2024			
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	2	0
California	0	4	0
Colorado	0	1	0
Florida	2	2	0
Georgia	3	2	0
Idaho	0	1	0
Illinois	1	2	0
Indiana	1	1	0
Maryland	0	1	0
Michigan	0	0	0
Missouri	0	1	0
New Hampshire	1	0	0

TABLE 5 - PROJECTED OPENINGS AS OF DECEMBER 31, 2024			
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**
New Jersey	0	0	0
New York	0	1	0
North Carolina	0	2	0
Oregon	0	0	0
Pennsylvania	0	0	0
South Carolina	0	1	0
Texas	0	2	0
Total	8	23	0

A list of our current franchisees and the addresses and telephone numbers of their outlets is attached as Exhibit G to this Disclosure Document. Listed in Exhibit H 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.

In the last three fiscal years, some Next Day Access franchisees have signed confidentiality provisions restricting their ability to speak with you about their franchised business. You may wish to speak with current and former franchisees, but be aware that not all of those franchisees will be able to communicate with you.

ITEM 21

FINANCIAL STATEMENTS

Exhibit A includes the audited consolidated financial statement of CFC Holding Company, LLC, the parent of our parent, Best Life Brands, LLC for fiscal years 2022, 2023, and 2024. CFC Holding Company, LLC has guaranteed our performance with you. Our fiscal year end is December 31.

ITEM 22

CONTRACTS

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

Exhibit B	Franchise Agreement and Addenda
Exhibit D	Power of Attorney
Exhibit G	State Addenda

ITEM 23

RECEIPTS

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

EXHIBIT A

FINANCIAL STATEMENTS

GUARANTEE OF PERFORMANCE

For value received, CFC Holding Company, LLC (the "Guarantor"), located at 45 Rockefeller Center, 630 5th Avenue, Suite 400, New York, NY 10111, absolutely and unconditionally guarantees to assume the duties and obligations of Next Day Access, LLC, located at 900 Wilshire Dr., Suite 102, Troy, MI 48084 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2025 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at 900 Wilshire Dr., Suite 102, Troy, MI 48084, on this 17th day of March, 2025.

Guarantor:

CFC Holding Company, LLC

By:

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

CFC Holding Company, LLC and Subsidiaries d/b/a Best Life Brands

Consolidated Financial Report
December 31, 2024

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RSM US LLP

Independent Auditor's Report

Board of Directors
CFC Holding Company, LLC and Subsidiaries d/b/a Best Life Brands

Opinion

We have audited the consolidated financial statements of CFC Holding Company, LLC and Subsidiaries d/b/a Best Life Brands (the Company), which comprise the consolidated balance sheets as of December 31, 2024 and 2023, the related consolidated statements of operations, changes in members' (deficit) equity, and cash flows for the years ended December 31, 2024, 2023 and 2022, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of their operations and their cash flows for the years ended December 31, 2024, 2023 and 2022 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 (GAAS). 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 the Company 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 the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

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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 GAAS 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 are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment 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 the Company'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 judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company'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.

RSM US LLP

Detroit, Michigan
March 13, 2025

CFC Holding Company, LLC and Subsidiaries d/b/a Best Life Brands

Consolidated Balance Sheets
December 31, 2024 and 2023

	2024	2023
Assets		
Current assets:		
Cash	**$ 6,455,273**	$ 3,771,114
Restricted cash	**1,648,151**	2,064,387
Royalty receivables, net of allowance for credit losses	**3,444,054**	4,591,643
Other receivables, net of allowance for credit losses	**5,477,626**	3,828,681
Current deferred commissions	**486,510**	165,771
Current notes receivable, net of allowance for credit losses	**233,783**	114,376
Current contract asset	**56,751**	125,042
Prepaid expenses	**682,513**	736,893
Total current assets	**18,484,661**	15,397,907
Property and equipment, net	**96,428**	93,365
Other assets:		
Right-of-use asset—operating leases, net	**287,558**	395,641
Goodwill, net	**12,012,999**	7,212,105
Intangibles, net	**6,778,274**	3,176,262
Noncurrent deferred commissions	**6,653,710**	3,003,713
Noncurrent other receivables, net of allowance for credit losses	**517,729**	13,000
Noncurrent notes receivable, net of allowance for credit losses	**890,679**	132,713
Noncurrent contract asset	**-**	89,913
Total other assets	**27,140,949**	14,023,347
Total assets	**$ 45,722,038**	$ 29,514,619
Liabilities and Members' Deficit		
Current liabilities:		
Accounts payable	**$ 2,795,527**	$ 1,941,644
Accrued liabilities	**6,082,977**	4,492,813
Current deferred revenue	**937,135**	332,532
Operating lease liabilities, current	**126,061**	121,770
Total current liabilities	**9,941,700**	6,888,759
Long-term liabilities:		
Noncurrent deferred revenue	**8,604,546**	5,438,430
Operating lease liabilities noncurrent	**208,671**	334,732
Long-term debt, net of debt issuance costs	**54,405,765**	24,910,181
Total liabilities	**73,160,682**	37,572,102
Members' deficit	**(27,438,644)**	(8,057,483)
Total liabilities and members' deficit	**$ 45,722,038**	$ 29,514,619

See notes to consolidated financial statements.

CFC Holding Company, LLC and Subsidiaries d/b/a Best Life Brands

Consolidated Statements of Operations
Years Ended December 31, 2024, 2023 and 2022

	2024	2023	2022
Revenues:			
Franchise royalties	**$ 20,309,167**	$ 16,095,737	$ 14,267,295
Franchise fees	**4,362,608**	2,367,099	2,974,329
National advertising fund revenue	**3,422,013**	3,556,747	2,805,447
Marketing fees	**3,106,702**	2,475,139	2,250,119
Technology fees	**2,568,530**	2,275,097	2,122,923
Service revenue	**2,127,520**	-	-
Other revenue	**1,409,189**	1,647,623	547,695
Total revenues	**37,305,729**	28,417,442	24,967,808
Expenses:			
General and administrative expenses	**25,320,883**	19,553,824	16,521,517
National advertising fund expense	**3,422,013**	3,556,747	2,805,447
Amortization expense	**3,831,846**	3,015,167	3,397,233
Transaction expenses	**1,728,480**	-	-
Franchise broker commissions	**1,617,997**	1,014,812	1,158,212
Total expenses	**35,921,219**	27,140,550	23,882,409
Operating income	**1,384,510**	1,276,892	1,085,399
Other income (expense):			
Interest income	**86,214**	15,040	-
Interest expense	**(4,544,585)**	(2,991,495)	(2,371,325)
Loss from continuing operations	**(3,073,861)**	(1,699,563)	(1,285,926)
Loss from discontinued operations (including loss on disposal of $4,082,797 as of December 31, 2023)	**-**	(5,944,167)	(1,250,929)
Net loss	**$ (3,073,861)**	$ (7,643,730)	$ (2,536,855)

See notes to consolidated financial statements.

CFC Holding Company, LLC and Subsidiaries d/b/a Best Life Brands

Consolidated Statements of Changes in Members' (Deficit) Equity
Years Ended December 31, 2024, 2023 and 2022

Balance at December 31, 2021	$ 2,288,102
Net loss	(2,536,855)
Balance at December 31, 2022	(248,753)
Net loss	(7,643,730)
Distributions	(165,000)
Balance at December 31, 2023	(8,057,483)
Distributions	(16,307,300)
Net loss	(3,073,861)
Balance at December 31, 2024	**$ (27,438,644)**

See notes to consolidated financial statements.

CFC Holding Company, LLC and Subsidiaries d/b/a Best Life Brands

Consolidated Statements of Cash Flows
Years Ended December 31, 2024, 2023 and 2022

	2024	2023	2022
Cash flows from operating activities:			
Net loss from continuing operations	**$ (3,073,861)**	$ (1,699,563)	$ (1,285,926)
Net loss from discontinued operations	**-**	(5,944,167)	(1,250,929)
Adjustments to reconcile net loss from continuing operations to cash provided by (used in) operating activities:			
Depreciation	**48,879**	31,472	20,348
Accretion of debt issuance costs	**170,636**	82,909	82,909
Amortization	**3,831,846**	3,015,167	3,397,233
Changes in operating assets and liabilities:			
Royalty receivables	**1,753,722**	(2,416,070)	(749,280)
Other receivables	**(1,300,983)**	(123,573)	(1,132,427)
Deferred commissions	**(3,970,736)**	(1,358,928)	(289,546)
Contract asset	**158,204**	323,793	391,691
Prepaid expenses	**55,336**	(226,578)	(341,828)
Accounts payable	**596,140**	(823,686)	986,766
Accrued liabilities	**1,330,188**	(921,076)	(239,765)
Deferred revenue	**3,232,338**	2,297,394	716,125
Operating lease assets and liabilities	**(13,687)**	(11,171)	72,023
Net cash provided by (used in) operating activities—continuing operations	**2,818,022**	(1,829,910)	1,628,323
Net cash used in operating activities—discontinued operations	**-**	(1,876,348)	(979,496)
Net cash provided by (used in) operating activities	**2,818,022**	(3,706,258)	648,827
Cash flows from investing activities:			
Acquisition of businesses, net of cash acquired	**(12,550,332)**	-	-
Investment in internally developed software	**(88,100)**	-	-
Purchase of furniture and computers	**(51,942)**	(45,161)	(23,870)
Net cash used in investing activities	**(12,690,374)**	(45,161)	(23,870)
Cash flows from financing activities:			
Borrowings from loan	**30,000,000**	-	-
Payment of debt issuance costs	**(675,052)**	-	-
Note receivables	**(877,373)**	(247,089)	-
Distributions to members	**(16,307,300)**	(165,000)	-
Net cash provided by (used in) financing activities	**12,140,275**	(412,089)	-
Net increase (decrease) in cash	**2,267,923**	(4,163,508)	624,957
Cash and restricted cash:			
Beginning	**5,835,501**	9,999,009	9,374,052
Ending	**$ 8,103,424**	$ 5,835,501	$ 9,999,009

(Continued)

CFC Holding Company, LLC and Subsidiaries d/b/a Best Life Brands

Consolidated Statements of Cash Flows (Continued)
Years ended December 31, 2024, 2023 and 2022

	2024	2023	2022
Supplemental disclosure of cash flow information:			
Cash payments for interest	**$ 4,108,227**	$ 2,028,736	$ 2,025,173
Supplemental schedule of noncash operating, investing and financing activities:			
Acquisition of businesses:			
Assets acquired	**$ 5,969,557**	$ -	$ -
Liabilities assumed	**(1,056,100)**	-	-
Net identifiable assets acquired	**4,913,457**	-	-
Goodwill	**7,517,652**	-	-
Net assets acquired	**12,431,109**	-	-
Less cash acquired	**(733,468)**	-	-
Add due from seller	**852,691**		-
Cash purchase price	**$ 12,550,332**	$ -	$ -

See notes to consolidated financial statements.

Note 1. Nature of Business and Significant Accounting Policies

Nature of business: CFC Holding Company, LLC and Subsidiaries d/b/a Best Life Brands (collectively, the Company) entered into an agreement to acquire 100% of the interest in ComForCare Healthcare Holdings, Inc. (Holdings) on January 31, 2017. The subsidiaries of the Company include Best Life Brands, LLC (BLB), ComForCare Franchise Systems, LLC (ComForCare), CarePatrol Franchise Systems, LLC (CarePatrol), Blue Moon Franchise Systems, LLC (Blue Moon), Boost Home Health, LLC (Boost), PROHealth Home Health Services, LLC (PROHealth) and Next Day Access, LLC (NDA). BLB was formed as a holding company which is wholly owned by the Company. BLB wholly owns ComForCare, CarePatrol, Blue Moon, Boost, PROHealth and NDA. BLB acquired 100% of the interest in NDA on March 20, 2024.

ComForCare is a franchisor of certain nonmedical home health care services and business operations primarily in North America. ComForCare provides a systematic method for starting and operating a home health care business under the trade name ComForCare Home Care and At Your Side Home Care (hereinafter collectively CHC). ComForCare provides its franchisees territorial rights for operation of their CHC businesses. They also provide initial training and ongoing support for franchisees to assure continuity and growth of their business operations.

CarePatrol is a franchisor that offers franchises for the operation of a business that provides assisted living senior referral and placement services, as well as information and marketing services for families looking for assisted living, in-home care and other senior-related services.

Blue Moon is a franchisor that provides management of estate sales.

Boost is a franchisor that provides home health programs relating to rehabilitation and clinical services that enhance at-home healing and support recovery.

PROHealth is a home health agency providing in home health care. PROHealth was sold on September 1, 2023, (see Note 11).

NDA is a franchisor and service company that provides numerous accessibility products for people living with disabilities and those who are mobility challenged. NDA provides its franchisees name recognition, training, and advertising. NDA service company contracts with vendors to install numerous accessibility products.

Significant accounting policies:

Basis of presentation: The consolidated balance sheets are presented as of December 31, 2024 and 2023. The consolidated statements of operations, changes in members' (deficit) equity, and cash flows are presented for the years ended December 31, 2024, 2023 and 2022. The accompanying consolidated financial statements of CFC Holding Company, LLC include its wholly owned subsidiaries, BLB, ComForCare, CarePatrol, Blue Moon, Boost, PROHealth and NDA. All intercompany accounts and transactions have been eliminated in consolidation.

Use of accounting estimates: The preparation of consolidated 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 reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Note 1. Nature of Business and Significant Accounting Policies (Continued)

Cash and restricted cash: The Company maintains cash balances that, at times, may exceed federally insured limits. Management believes the Company is not exposed to any significant risk on these cash balances. Cash collected and held within the National Advertising Fund is recorded as restricted cash (see Note 6).

The following table provides a reconciliation of cash and restricted cash (Note 6) reported within the consolidated balance sheets that sums to the total of the same such amounts shown in the consolidated statements of cash flows:

	2024	2023
Cash	$ 6,455,273	$ 3,771,114
Restricted cash	1,648,151	2,064,387
	$ 8,103,424	$ 5,835,501

Receivables: The Company adopted Accounting Standards Update (ASU) 2016-13, *Financial Instruments—Credit Losses (Topic 326*), on January 1, 2023. This accounting standard requires companies to measure expected credit losses on financial instruments based on the total estimated amount to be collected over the lifetime of the instruments which would include accounts receivables. Prior to the adoption of this accounting standard, the Company recorded incurred loss reserves against account receivable balances based on current and historical information. The adoption of this ASU did not have a material effect on the Company's financial statements.

Royalty receivables represent amounts due from franchisees pursuant to their individual franchise agreements. Royalty receivables are stated at historical value which approximates fair value. The allowance for credit losses on royalty receivables represents the Company's estimate of expected credit losses over the lifetime of the receivables. This estimation process is based on historical experience, current conditions, asset-specific risk characteristics and reasonable and supportable forecasts about future economic and market conditions. Royalty receivables are written off when deemed uncollectible. Recoveries of royalty receivables previously written off are recorded when received. The allowance for credit loss was approximately $428,000 and $232,000 for the years ended December 31, 2024 and 2023, respectively. The Company will continue to monitor and evaluate the adequacy of the allowance for credit losses on accounts receivable on a regular basis and make adjustments as necessary in response to changes in economic conditions and credit quality indicators.

Other receivables represent amounts due from franchisees pursuant to their individual franchise for franchise fees, marketing fees, technology fees, national ad fund revenue and other revenue. The allowance for credit losses on other receivables represents the Company's estimate of expected credit losses over the lifetime of the receivables. This estimation process is based on historical experience, current conditions, asset-specific risk characteristics and reasonable and supportable forecasts about future economic and market conditions. Other receivables are written off when deemed uncollectible. Recoveries of other receivables previously written off are recorded when received. The allowance for credit loss was approximately $485,000 and $103,000 for the years ended December 31, 2024 and 2023, respectively. The Company will continue to monitor and evaluate the adequacy of the allowance for credit losses on accounts receivable on a regular basis and make adjustments as necessary in response to changes in economic conditions and credit quality indicators.

Note 1. Nature of Business and Significant Accounting Policies (Continued)

Below is a summary of changes in the Company's allowance for credit losses for royalty and other receivables for the year ended December 31, 2024 and 2023, respectively:

	Royalty receivables	
	2024	2023
Benignning balance	$ 231,896	$ 167,924
Provision for expected credit losses	279,767	66,469
Charge-offs	(84,030)	(2,497)
Ending balance	$ 427,633	$ 231,896

	Other receivables	
	2024	2023
Benignning balance	$ 103,232	$ 131,693
Provision for expected credit losses	449,873	80,000
Charge-offs	(68,288)	(108,461)
Ending balance	$ 484,817	$ 103,232

The closing balances of the Company's receivables are stated on the accompanying consolidated balance sheets at December 31, 2024 and 2023. The opening balance of royalty receivables and other receivables as of January 1, 2023, was $2,175,573 and $3,718,108, respectively.

Notes receivable: The Company enters into promissory notes with franchisees that allow the franchisees to defer payments in an amount that is generally half the franchise fees due. Promissory notes are repaid through monthly installments of principal and interest over the life of the note which ranges from one to sixty months with a 10% interest rate. Notes receivable are stated at amortized cost. The allowance for credit loss on notes receivable represents the Company's estimate of expected credit losses over their lifetime. Management considers the following factors when determining the collectability of the outstanding notes receivables: credit-worthiness of franchisees, past transaction history with all franchisees, current economic industry trends, and reasonable and supportable forecasts about future economic and market conditions. If the financial conditions of the Company's franchisees were to deteriorate, adversely affecting their ability to make payments, additional allowances would be required. Based on management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and an allowance for credit losses. At December 31, 2024 and 2023, the allowance for credit losses was $49,000 and $0, respectively. Below is a summary of changes in the Company's allowance for credit losses for notes receivables for the year ended December 31, 2024 and 2023, respectively:

	2024	2023
Benignning balance	$ -	$ -
Provision for expected credit losses	49,000	-
Ending balance	$ 49,000	$ -

Note 1. Nature of Business and Significant Accounting Policies (Continued)

Concentration of credit risk: The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash and restricted cash, royalty receivables, other receivables and notes receivable. The Company maintains its cash and restricted cash in bank deposit accounts, which at times may exceed federally insured limits. Management believes the financial institutions that hold the Company's cash and restricted cash are financially sound and, accordingly, minimal credit risk exists with respect to these accounts. The Company grants credit to its franchisees. Consequently, the Company's ability to collect the amounts due from franchisees is affected by economic fluctuations. The Company routinely assesses the financial strength of its franchisees and believes that its royalty receivables, other receivables and notes receivable credit risk exposure is limited.

Property and equipment: Property and equipment, which primarily consist of furniture and office equipment, are recorded at cost and depreciated over the estimated useful life of the assets using the straight-line method. Useful lives used to depreciate property and equipment range from three to seven years.

Goodwill: Goodwill results from business acquisitions and represents the excess of the purchase price over the fair value of the identifiable net assets acquired.

The Company follows an accounting alternative that allows it to amortize goodwill on a straight-line basis over a period of 10 years. Also pursuant to the accounting alternative, the Company will test its goodwill for impairment at the entity level only upon the occurrence of an event or circumstance that may indicate the fair value of the entity is less than its carrying amount. As of December 31, 2024 and 2023, the Company has determined that there was no occurrence of an event or circumstance that might indicate the fair value of the entity is less than the carrying amount.

Intangible assets: Intangible assets are amortized over their finite useful lives using the straight-line method. Intangible assets include franchise agreements, software and trade names.

Impairment of long-lived assets: The Company reviews long-lived assets, including property and equipment and certain intangible assets, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of these assets is measured by a comparison of the carrying amount of the asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment charge to be recognized is measured by the amount by which the carrying amount of the asset exceeds the estimated fair value of the asset. There were no impairment charges for the years ended December 31, 2024 and 2023.

Deferred revenue: The Company receives deposits of initial and renewal franchise fees for certain territories and future rights to the ComForCare, CarePatrol, Blue Moon, Boost and NDA business models. The Company recognizes revenue when contracts have been signed and each performance obligation has been performed. The closing balances of the Company's deferred revenue is stated on the accompanying consolidated balance sheets at December 31, 2024 and 2023. The opening balance of deferred revenue as of January 1, 2023, was $3,473,568.

Debt issuance costs: Debt issuance costs associated with long-term debt are capitalized as a reduction to the related debt obligation and amortized over the terms of the related debt using the effective-interest method. Amortization expense is included within interest expense in the consolidated statements of operations.

Note 1. Nature of Business and Significant Accounting Policies (Continued)

Revenue recognition: The Company recognizes revenue in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 606, which provides a five-step model for recognizing revenue from contracts with customers as follows:

- Identify the contract with a customer
- Identify the performance obligations in the contract
- Determine the transaction price
- Allocate the transaction price to the performance obligations in the contract
- Recognize revenue when or as performance obligations are satisfied

Nature of revenues: The Company's franchisor revenues for ComForCare, CarePatrol, Blue Moon, Boost and NDA includes franchise royalties, advertising fund contributions, marketing fees, technology fees, and initial and renewal franchise fees. The Company also collects lead placement revenue, through its CarePatrol franchise.

NDA non-franchise revenues consist of service revenue for home modification services in addition to the franchisor revenues.

The Company collects patient service revenue, through its PROHealth subsidiary which is derived from patient service by providing medical services. PROHealth was sold on September 1, 2023.

A summary of the Company's significant products and services are as follows:

Franchise revenues - Franchise agreements include: (a) the right to use symbolic intellectual property over the term of each franchise agreement, (b) ongoing services, such as management of the advertising fund contributions, and marketing services, and providing access to franchise specific technology, and (c) pre-opening services, such as training.

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring goods and services to the customer. Agreements may include initial and renewal franchise fees (includes the right to use symbolic intellectual property and pre-opening services), royalties (includes the right to use symbolic intellectual property), marketing fees (ongoing services), technology fees (ongoing services), and National Ad Fund fees (ongoing services).

The right to use symbolic intellectual property and ongoing services are highly dependent upon and interrelated with the franchise right granted in the franchise agreement, so they are not considered to be individually distinct and, therefore, are accounted for as a single performance obligation (License of IP). The performance obligation under the franchise agreement is the promise to provide daily access to the symbolic intellectual property over the term of each franchise agreement, which is a series of distinct services that represents a single performance obligation. Although the franchisor's underlying activities associated with the symbolic intellectual property will vary both within a day and day-to-day, the symbolic intellectual property is accessed over time and the franchisee simultaneously receives and consumes the benefit from the franchisor's performance of providing access to the symbolic intellectual property (including ongoing services).

Note 1. Nature of Business and Significant Accounting Policies (Continued)

ComForCare, Blue Moon, Boost and NDA royalties are calculated as a percentage of franchise sales that are related entirely to the License of IP performance obligation under the franchise agreement. These royalties are considered variable consideration. Royalty revenue is recognized as franchisee sales occur.

CarePatrol royalties are charged to the vast majority of franchisees as a percentage of franchise sales and others as standard fixed amounts in which all royalties are related entirely to the License of IP performance obligation under the franchise agreement.

CarePatrol royalties charged as a percentage of franchise sales are considered variable consideration. Royalty revenue is recognized as franchisee sales occur.

CarePatrol royalties charged as standard fixed amounts are considered fixed consideration. Royalty amounts are billed each month for each franchisee. The agreements call for increasing fees throughout the life of the agreement. CarePatrol recognizes revenues for these standard amounts on a straight-line basis over the life of the agreements which results in a contract asset which is presented on the Company's consolidated balance sheets. The closing balances of the Company's contract assets are stated on the accompanying consolidated balance sheets at December 31, 2024 and 2023. The opening balance of contract assets as of January 1, 2023, was $538,748.

The Company charges marketing fees, technology fees, and National Ad Fund fees which are related entirely to the License of IP performance obligation under the franchise agreement. These revenues are recognized as the fees are billed to franchisees.

Initial and renewal franchise fees are recognized as revenue in regard to two identified performance obligations within the contract. A portion of the fee is recognized when the Company provides training services, as these services are distinct within the contract. The remaining portion of the fees is recognized as revenue related to the License of IP performance obligation on a straight-line basis over the term of the respective agreement beginning when the franchisee signs an agreement. Stand-alone selling price for each performance obligation was determined using an expected cost plus margin approach for training and an observable selling price for the License of IP.

All franchise revenue is recognized over time as the services are provided to franchisees.

Lead placement revenue—Specific to placement services that CarePatrol provides, the Company collects a lead placement fee from retirement facilities when a senior is placed within that facility. This revenue is recognized at a point in time when placement has occurred.

NDA service revenue – In assessing the recognition of revenue, the Company evaluates whether two or more contracts should be combined and accounted for as one contract and if the combined or single contract should be accounted for as multiple performance obligations which could change the amount of revenue and profit (loss) recorded in a period. All of the Company's service contracts with customers are accounted for as one performance obligation, as all of the tasks and services are part of a single integrated project.

Note 1. Nature of Business and Significant Accounting Policies (Continued)

The timing of revenue recognition for each performance obligation is over time. The Company recognizes service revenue over time when: (a) the customer simultaneously receives and consumes benefits as the Company performs services, (b) customer controls the asset as the Company creates or enhances the asset, or (c) there is no alternative use and an enforceable right to payment. Revenues are recognized using the input method using cost as a measure of progress, which most accurately represents the amount of goods and services than have been transferred to the customer as the work is being performed on the customer's premise. Provision for estimated losses on in process contract, if any, are made in the fiscal year in which such losses are determined. Changes in job performance, job conditions and estimated profitability, including those arising from final contract settlements, may result in revisions to costs and income and are recognized in the fiscal year in which the revisions can be measured.

Patient service revenue—PROHealth's patient service revenues are fee-for-service, the patient is charged a fee based on the services performed. For patients that receive treatment there is consent (written, implied or verbally) to obtain treatment. The Company receives payments directly from private consumers, commercial insurers, Medicare and other third-party payors. Revenue is recognized as performance obligations are satisfied.

Because all of its performance obligations relate to contracts with a duration of less than one year, the Company has elected to apply the optional exemption and, therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

The Company determines the transaction price based on standard charges for goods and services provided, reduced by explicit price concessions comprised of contractual adjustments provided to third-party payors and discounts provided to uninsured patients in accordance with the Company's policy, and implicit price concessions proved to uninsured patients. The Company determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policies, and historical experience. The Company determines its estimate of implicit price concessions based on its historical collection experience with this class of patients.

All patient service revenue is recognized at a point in time when the services are provided to the patients.

Total revenue recognized at a point in time and over time was as follows for the years ended December 31:

	2024	2023	2022
Revenue recognized at a point in time	$ 1,165,431	$ 2,594,195	$ 3,410,580
Revenue recognized over time	36,140,298	25,823,247	21,557,228
	$ 37,305,729	$ 28,417,442	$ 24,967,808

Costs to obtain a contract - Franchise broker commissions paid to brokers that are incremental to the acquisition of customer contracts are capitalized as deferred franchise broker commissions on the consolidated balance sheets when the period of benefit is determined to be greater than one year. The Company determines the period of benefit for commissions paid for the acquisition of an initial contract by taking into consideration the initial estimated customer life, as well as future expectations about whether the renewal commission will be commensurate with the pattern of revenue recognition.

Note 1. Nature of Business and Significant Accounting Policies (Continued)

The closing balances of the Company's deferred commissions are stated on the accompanying consolidated balance sheets at December 31, 2024 and 2023. The opening balance of deferred commissions as of January 1, 2023, was $1,810,556.

Leases*:* The Company records leases under FASB issued ASC Topic 842, Leases. ASC 842 requires lessees to recognize most leases on their balance sheets as a right-of-use (ROU) asset representing the right to use an underlying asset and a lease liability representing the obligation to make lease payments over the lease term, measured on a discounted basis.

The Company determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. A contract is or contains a lease when: (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the Company obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Company also considers whether its service arrangements include the right to control the use of an asset.

The Company made an accounting policy election available under Topic 842 not to recognize ROU assets and lease liabilities for leases with a term of twelve months or less. For all other leases, ROU assets and lease liabilities are measured based on the present value of future lease payments over the lease term at the commencement date of the lease. The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives. To determine the present value of lease payments, the Company made an accounting policy election available to non-public companies to utilize a risk-free borrowing rate, which is aligned with the lease term at the lease commencement date.

The Company has made an accounting policy election to account for lease and non-lease components in its contracts as a single lease component for its various asset classes. The non-lease components typically represent additional services transferred to the Company, such as common area maintenance for real estate, which are variable in nature and recorded in variable lease expense in the period incurred.

Reclassifications: Certain reclassifications of amounts previously reported have been made to the accompanying consolidated financial statements to maintain consistency between periods presented. The reclassifications had no impact on the previously reported equity.

Subsequent events: The Company has evaluated subsequent events for potential recognition and/or disclosure through March 13, 2025, the date the consolidated financial statements were available to be issued.

Note 2. Acquisition of Businesses

Next Day Access: On March 20, 2024, Best Life Brands, LLC acquired 100% of the membership interest in Next Day Access, LLC for total consideration of approximately $13.3 million. As a result of the acquisition, the Company and its investors seek to increase the value of their investment by growing the existing business and geographic footprint of NDA, through development activities to expand market share. The acquisition was funded through a restructuring of the Company's long term debt.

The goodwill arising from the above acquisition is largely due to the fair value of certain intangible assets along with the assembled workforce being subsumed into goodwill, NDA's presence in the marketplace, and its long-term expected revenue growth.

Note 2. Acquisition of Businesses (Continued)

The business combination was accounted for under the acquisition method of accounting. The following table summarizes the consideration paid, assets acquired, and liabilities assumed recognized at the preliminary fair value at the date of acquisition:

Consideration:	
Cash	$ 13,283,800
Due from seller	(852,691)
Total purchase consideration	$ 12,431,109
Fair value of identifiable assets acquired and liabilities assumed:	
Cash	733,468
Accounts receivable	606,133
Other asset	956
Intangible assets	4,629,000
Accounts payable	(257,743)
Accrued expenses	(259,976)
Contract Liabilities	(538,381)
Total identifiable net assets acquired	4,913,457
Goodwill	7,517,652
	$ 12,431,109

The recognized amounts of accounts receivable approximate the gross contractual amounts, as there are no significant amounts expected to not be collected.

The Company engaged an independent valuation firm to assist with the valuation of intangible assets using the projected discounted future cash flows. Of the $4,629,000 of identified intangible assets, $1,458,000 was assigned to trade names and $3,171,000 was assigned to franchise agreements that were determined to have useful lives of 20 and 10 years, respectively. The weighted-average useful life in years for the identified intangible assets in the aggregate is 13 years.

The primary area of the preliminary valuation that is not yet finalized relates to the on-going negotiations with the Company and the seller on the working capital settlement regarding $167,300 recorded in accrued expenses for state tax payables and the same amount included in due from seller are estimated at December 31, 2024.

In connection with the transaction, the Company incurred $1,728,480 of transaction expenses which were expensed in 2024 in the accompanying consolidated statement of operations.

Note 3. Related-Party Transactions

The Company pays consulting fees and expense to certain members of management of the Riverside Company and board members. Consulting fees and expenses for the years ended December 31, 2024, 2023 and 2022, were approximately $510,000, $454,000 and $530,000, respectively. Accrued consulting fees and expenses as of December 31, 2024 and 2023, were approximately $85,000 and $78,000, respectively, and were included in accrued liabilities in the accompanying consolidated balance sheets.

Note 4. Property and Equipment

Property and equipment is summarized as follows:

	2024	2023
Furniture and fixtures	$ 82,076	$ 82,076
Computer equipment	149,497	97,555
	231,573	179,631
Less accumulated depreciation	(135,145)	(86,266)
	$ 96,428	$ 93,365

Note 5. Intangible Assets and Goodwill

Following is a summary of the intangible assets:

	December 31, 2024			
	Amortization Period (in Years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Franchise agreements	5-10	$ 11,260,000	$ (7,048,304)	$ 4,211,696
Trade names	20	3,197,000	(711,531)	2,485,469
Software	5	1,000,100	(918,991)	81,109
		$ 15,457,100	$ (8,678,826)	$ 6,778,274
Goodwill	10	$ 28,804,488	$ (16,791,489)	$ 12,012,999

	December 31, 2023			
	Amortization Period (in Years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Franchise agreements	5-10	$ 8,089,000	$ (6,123,917)	$ 1,965,083
Trade names	20	1,739,000	(567,554)	1,171,446
Software	5	912,000	(872,267)	39,733
		$ 10,740,000	$ (7,563,738)	$ 3,176,262
Goodwill	10	$ 21,286,836	$ (14,074,731)	$ 7,212,105

Note 5. Intangible Assets and Goodwill (Continued)

The change in the carrying value of goodwill for the years ended December 31, 2024 and 2023, is as follows:

Balance at December 31, 2022	$ 9,340,791
Amortization expense	(2,128,686)
Balance at December 31, 2023	7,212,105
Additions of goodwill	7,517,652
Amortization expense	(2,716,758)
Balance at December 31, 2024	$ 12,012,999

Amortization expense recognized on intangible assets and goodwill totaled $1,115,088 and $2,716,758, respectively, for the year ended December 31, 2024. Amortization expense recognized on intangible assets and goodwill totaled $886,481 and $2,128,686, respectively, for the year ended December 31, 2023. Amortization expense recognized on intangible assets and goodwill totaled $1,268,547 and $2,128,686, respectively, for the year ended December 31, 2022.

Estimated amortization expense for existing amortizable intangibles and goodwill is as follows for each of the next five years ending December 31:

	Intangible Assets	Goodwill
2025	$ 1,113,169	$ 2,880,449
2026	1,113,170	2,880,449
2027	546,120	1,383,845
2028	494,570	881,470
2029	1,825,025	816,035

Note 6. National Advertising Fund

The Company maintains a National Advertising Fund (NAF) for the creation and development of marketing, advertising, and related programs and materials for all franchises located in the United States and Canada. On behalf of the NAF, ComForCare collects 1% of gross monthly membership billings from franchisees. CarePatrol, Blue Moon, Boost and NDA collect varying amounts based on respective franchise agreements. The use of amounts received by the NAF is restricted to advertising, product development, public relations, merchandising, and administrative expenses and programs to increase sales and further enhance the public reputation of each brand. The Company consolidates and reports all balances held by the NAF within the consolidated financial statements. Amounts received and not spent by the NAF are reported as restricted cash which amounted to $1,648,151 and $2,064,387 as of December 31, 2024 and 2023, respectively. The Company records all revenues and expenses of the NAF within the consolidated statements of operations.

Note 7. Long-Term Debt

On December 4, 2020, the Company amended a term note payable (Term Loan) with a financial institution. The Term Loan provides for $25,000,000 in principal borrowings with the full principal amount being due on January 31, 2025. The Term Loan was amended on June 30, 2023 changing the monthly interest to Secured Overnight Financing Rate (SOFR) plus Applicable Margin from the previous rate of London Interbank Offered Rate plus Applicable Margin. In connection with the Next Day Access, LLC acquisition, the Company amended its debt agreement on March 20, 2024 to borrow an incremental $14,000,000 of principal and extend the maturity date of the Term Loan to December 31, 2027. The Company further amended its debt agreement on November 19, 2024 to borrow an incremental $16,000,000 of principal. There was $55,000,000 and $25,000,000 outstanding on the Term Loan at December 31, 2024 and 2023, respectively. The interest rate on the Term Loan was 10.75% at December 31, 2024.

Borrowings under the Term Loan agreement are collateralized by substantially all assets of the Company. The term note agreement also includes certain affirmative and negative covenants restricting certain corporate acts and requires the maintenance of consolidated leverage and fixed charge coverage ratios.

In connection with the Term Loan, amendments of the Term Loan and previous term loan agreements, the Company incurred debt issuance costs of approximately $1,341,000, which are amortized over the term of the debt facilities. Amortization of debt issuance costs of $170,636, $82,909, and $82,909 has been included in interest expense for the years ended December 31, 2024, 2023 and 2022, respectively.

A summary of long-term debt is as follows as of December 31:

	2024	2023
Term loan	$ 55,000,000	$ 25,000,000
Less unamortized debt issuance costs	(594,235)	(89,819)
	$ 54,405,765	$ 24,910,181

Note 8. Operating Leases

The Company leases real estate under operating lease agreements that have initial term of 67 months. Some leases include one or more options to renew, generally at the Company's sole discretion, with renewal terms that can extend the lease twice up to a term of five years each. In addition, certain leases contain termination options, where the rights to terminate are held by either the Company, the lessor or both parties. These options to extend or terminate a lease are included in the lease terms when it is reasonably certain that the Company will exercise that option. The Company's operating leases generally do not contain any material restrictive covenants or residual value guarantees.

Operating lease cost is recognized on a straight-line basis over the lease term. Lease expense is approximately $114,000 for the years ended December 31, 2024, 2023 and 2022, respectively. Weighted average remaining on lease term is 2.6 years and 3.6 years for the years ended December 31, 2024 and 2023, respectively. Weighted average discount rate is 1.4% for the years ended December 31, 2024 and 2023, respectively.

Note 8. Operating Leases (Continued)

Supplemental cash flow information related to leases is as follows for the years ended December 31:

	2024	2023
Operating leases		
Operating cash outflows—payments on operating leases	$ 127,331	$ 124,817

Future undiscounted cash flows for each of the next four years and thereafter and a reconciliation to the lease liabilities recognized on the consolidated balance sheets are as follows as of December 31, 2024:

	Operating Leases
Years ending December 31:	
2025	129,845
2026	132,358
2027	78,553
Total lease payments	340,756
Less imputed interest	(6,024)
Total present value of lease liabilities	$ 334,732

Note 9. Members' Equity

Members' (deficit) equity consisted of the following membership units:

	December 31, 2024	
	Units Authorized	Units Issued and Outstanding
Class A Units	1,000,000	23,619
Class B Units	3,029	3,020

	December 31, 2023	
	Units Authorized	Units Issued and Outstanding
Class A Units	1,000,000	23,619
Class B Units	3,029	2,725

Class A Units have voting rights on all matters requiring the consent, approval or vote of the Members. The Class A Units receive preference on distributions.

Class B Units are profit interests that do not have voting rights and have been issued to designated management employees of the Company without any corresponding capital contribution. The holders of these units are entitled to share in the appreciation of the Company's assets that occur subsequent to the date of grant. The Class B Units are dilutive to the participating preferred units. The units substantially vest upon a change in control of the Company, if still employed.

Note 9. Members' Equity (Continued)

The Company has issued Class B units of 295 and 190 to certain management employees for the years ended December 31, 2024 and 2023, respectively. During the years ended December 31, 2024 and 2023, 0 and 228 units, respectively, were forfeited.

No compensation expense is recognized on the Class B units as their vesting condition is not considered probable until a change in control.

Note 10. Income Taxes

As a limited liability company, the Company is treated as a partnership for federal and state income tax purposes. As such, the taxable income of the Company is allocated in the tax returns of its members for federal and state tax purposes in accordance with their respective ownership percentage. Accordingly, no provision for federal income taxes is included in the consolidated financial statements. Entity-level, composite state and local income taxes (benefits) are accrued at the applicable rates, if any, and are included in the consolidated statements of operations.

The FASB provides guidance for how uncertain tax provisions should be recognized, measured, disclosed and presented in the consolidated financial statements. The Company identifies its tax positions taken or expected to be taken in the course of preparing its tax returns and determines whether any tax positions are more likely than not of being sustained when challenged or when examined by the applicable tax authority. Management has determined that there are no uncertain tax positions at December 31, 2024 and 2023.

The Company's income tax filings are subject to audit by various taxing authorities. The Company's open audit period is 2021 and later.

Note 11. Discontinued Operations

PROHealth provided home health care services and was sold by the Company on September 1, 2023, for $4 in cash. This entity operated as a separate business. The sale of PROHealth business is considered a strategic change in operations and was considered the lone non-franchisor owned in the Company's portfolio. PROHealth is therefore being accounted for as discontinued operations. The results of operations and sale of PROHealth business is being presented as income from discontinued operations in the accompanying consolidated statements of operations for the years ended December 31, 2023 and 2022.

Note 11. Discontinued Operations (Continued)

The results of operations of PROHealth included in income from discontinued operations in the consolidated statements of operations for the years ended December 31, 2023 and 2022, is summarized as follows:

	2023	2022
Revenues:		
Patient service revenue	$ 1,199,911	$ 3,201,760
Total revenues	1,199,911	3,201,760
Expenses:		
General and administrative expenses	2,781,107	4,032,914
Amortization expense	279,850	419,775
Total expenses	3,060,957	4,452,689
Operating loss	(1,861,046)	(1,250,929)
Other expense:		
Interest expense	324	-
Loss on sale of discontinued operations	4,082,797	-
Net loss	$ (5,944,167)	$ (1,250,929)

EXHIBIT B

FRANCHISE AGREEMENT

Next Day Access

Franchise Agreement

Offered by: New Day Access, LLC

FRANCHISEE

DATE OF AGREEMENT

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NEXT DAY ACCESS FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Franchise Agreement" or "Agreement") is made and entered into this _____ day of _____, 20___, ("Contract Date"), by and between Next Day Access, LLC, a limited liability company formed and operating under the laws of the State of Tennessee and having its principal place of business at 900 Wilshire Drive, Suite 102, Troy, MI 48084 ("we," "us," "our," or "Franchisor") and _____ formed and operating under the laws of the State of _____, and _____, an individual, and having its principal place of business at _____ ("you," "your," or "Franchisee").

RECITALS

A. We, as a result of the expenditure of time, skill, effort, funds, equities, and assets, have developed and own a unique and distinctive business model relating to the establishment and operation of a business ("Franchised Business" or "Next Day Access Business") 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

B. We use, promote, and license certain trademarks, service marks, and other commercial symbols for the operation of the Franchised Business, and we may create, use, and license other trademarks, service marks, and commercial symbols for the same use (collectively, "Proprietary Marks").

C. The Franchised Business operates using certain confidential information, trade secrets, formats, designs, systems, methods, specifications, standards, and procedures, and Proprietary Marks, all of which may be improved, further developed, or otherwise modified by us (the "System").

D. We permit certain individuals and/or entities to establish businesses for the purpose of implementing the Franchised Business under the System.

E. As a franchise owner ("Franchise Owner") of a Next Day Access Business, you must comply with this Agreement in order to maintain the high and consistent quality that is critical to attracting and keeping clients of a Next Day Access Business and preserving the goodwill of the Proprietary Marks.

THE PARTIES AGREE AS FOLLOWS:

1. GRANT

1.1. The Recitals above are incorporated by reference into this Agreement.

1.2. We grant you the right, and you accept the obligation, to own and operate a Franchised Business and perform the Approved Services by using such portions of the System as we may provide or disclose to you under this grant of license all in accordance with this Agreement within the geographic area delineated by Zip Codes described in Addendum A ("Area of Primary Responsibility," "APR," or "Territory").

1.3. Your Franchised Business will be located at the street address indicated in the first paragraph of this Agreement ("Approved Location"). If a particular site has not been selected and approved at the time this Agreement is signed, after you have an Approved Location, we will unilaterally modify this Agreement as if originally set forth in this Agreement. Please see Section 5.

1.4. You may face competition from other franchisees, from outlets that we own, or from channels of distribution or competitive brands that we control. 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. Revenue generated outside of your primary APR does not count towards your minimum revenue requirements.

1.5. You expressly acknowledge and agree that, except as provided in this Section, the franchise is non-exclusive. We retain the right, for ourselves, and/or through any affiliate, in any manner, and on any terms and conditions we deem advisable, and without granting you any rights therein:

1.5.1. To own, acquire, establish, and/or operate, and license others to establish and operate, Franchised Businesses outside the APR, regardless of their proximity to the Approved Location or your APR, or the impact on your existing or potential clients;

1.5.2. To use the Proprietary Marks and the System to market and sell, and grant others the right to market and sell, any products and services, similar to those which you will sell, through any channels of distribution within or outside of the APR, regardless of their proximity to the Approved Location or your APR, or the impact on your existing or potential clients. This includes, but is not limited to, other channels of distribution such as television, direct mail, mail order, catalog sales, telemarketing, over the Internet, via email, social media, and other channels of e-commerce;

1.5.3. To use and license others to use other proprietary and non-proprietary marks or methods, which are not the same as, or confusingly similar to the Proprietary Marks, whether in alternative channels of distribution, at any location, including within the APR, related to the operation of a business which may be the same as, similar to, or different from the business operated at your Franchised Business, or to sell products and services (regardless of similarity to products and services sold in your Franchised Business);

1.5.4. To anywhere purchase, merge, acquire (or be acquired by), affiliate with, or engage in any transaction with other businesses (whether competitive or not) having one or more businesses or locations, wherever located, including, but not limited to, transactions or arrangements involving competing outlets and/or brand conversions (to or from the Next Day Access brand and System);

1.5.5. To implement multi-area marketing programs that allow us, or others, to solicit or sell to clients anywhere. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs;

1.5.6. To develop relationships and solicit business on behalf of the System within your APR;

1.5.7. To operate a program that provides the Approved Services to workers' compensation insurers; and

1.5.8. To engage in any other activity, action, or undertaking that we are not expressly prohibited from taking under this Agreement.

1.6. You have no options or rights of first refusal or similar rights to acquire additional Franchised Businesses.

2. TERM, RENEWAL AND EXPIRED AGREEMENT

2.1. The term of this Agreement begins on the Contract Date and expires ten (10) years after the Contract Date, unless sooner terminated as provided in this Agreement.

2.2. We, at our sole discretion, may provide you with the right to renew Franchised Business(es) for one (1) additional term equal to the then-current initial term granted under the following terms and conditions:

2.2.1. You must give us written notice of your election to renew no fewer than six (6) months, and not more than twelve (12) months, prior to the end of the then-current term;

2.2.2. You must not be in default of any provision of this Agreement, or any other agreements between you and us (including any agreements between you and our affiliates), or of any standards set forth in the Manual (as the term is defined in Section 4.1), and you must have complied with all such agreements and the Manual since the Contract Date;

2.2.3. You must be current with respect to your obligations to your landlord, vendors, and any others with whom you do business;

2.2.4. You must execute the then-current form of franchise agreement, and all other agreements, legal instruments, and documents then customarily used by us in the execution of franchise agreements. The renewal franchise agreement, and any other agreements, legal instruments, and documents, may vary materially from those agreements, legal instruments, and documents currently in use by us, including a longer term and the payment of higher fees; with the exception you are not obligated to pay our then-current initial franchise fee;

2.2.5. We may require you to attend our then-current training program(s);

2.2.6. You pay a $10,000 Renewal Fee;

2.2.7. Subject to state law, you and us will execute a General Release Agreement, Waiver and Release of Claims (Addendum H), in a form prescribed by us, of any and all claims which each may have against the other, and their affiliates (except as to amounts then due to us for royalties, advertising contributions, materials, and the like), and their respective shareholders, directors, employees, and agents in their corporate and individual capacities. Unless otherwise prevented by state law, we will consider your failure to sign said release, and to deliver it to us for acceptance, and execution within thirty (30) days after it is delivered to you, to be an election not to acquire a successor franchise; and

2.3. If you do not sign a new franchise agreement and initiate and comply with the renewal procedures outlined in this section prior to the expiration of this Agreement, and continue to accept the benefits of this Agreement after the expiration of this Agreement; then, at our option, this Agreement may be treated either as:

2.3.1. Expired as of the date of expiration, with you then operating without a Franchised Business, and in so doing, you would be in violation of our rights; or

2.3.2. Continued on a month-to-month basis ("Interim Period"), until you or we provide the other party with written notice of such party's intention to terminate the Interim Period; in which case, the Interim Period will terminate thirty (30) days after receipt of any such notice to terminate the Interim Period. In the latter case, all of your obligations will remain in full

force and effect during the Interim Period, as if this Agreement had not expired, and all obligations and restrictions imposed upon you on the expiration of this Agreement, will be deemed to take effect upon the termination of the Interim Period.

3. FEES

3.1. Fees Payable to Us

3.1.1. Initial Fees

3.1.1.1. Upon execution of this Agreement, you shall pay to us, a nonrefundable initial franchise fee of $23,000 plus $0.05 per person up to a total population of 1,500,000 in your APR (together, the "Initial Franchise Fee"). In the event you request and are subsequently awarded an APR with a population in excess of 1,500,000, your per person population fee for any additional persons added to your APR over 1,500,000 will be $0.075 per person. 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.

3.1.1.2. Initial Marketing Fee. Upon the execution of this Agreement, you shall pay to us a nonrefundable initial marketing fee of $5,500 (the "Initial Marketing Fee") for the first unit. This fee includes the cost of creating your Internet mini-site/landing page, as well as other marketing related activities we assist you with.

3.1.1.3. Initial Contact Center Fee. Upon the execution of this Agreement, you shall pay to us a nonrefundable initial contact center fee of $4,800 (the "Initial Contact Center Fee"). See Section 3.1.1.12 for additional information.

3.1.1.4. Royalty Report. You are required to process your month end Royalty Report and submit it no later than 10 days subsequent to the end of each monthly billing period (or as updated in the Manuals).

3.1.1.5. Royalty Fee. During the term of the Franchise Agreement, you shall pay to us a continuing Royalty Fee as follows (applied annually, reset on January 1):

ROYALTY FEE CALCULATION	
GROSS SALES	**MONTHLY ROYALTY FEE**
$0- $499,999.00	8% of Gross Revenue Minimum $500/month after 6 months
$500,000-$2,999,999.99	6% of Gross Revenue
$3,000,000.00 and above	5% of Gross Revenue
Achieve $1,000,000.00	Each subsequent year 6% on $0-$2,999,999.00
Achieve $3,000,000.00	Each subsequent year 5% on all Gross Revenue

3.1.1.6. "Open Date" is defined under Section 5.3.1.

3.1.1.7. Your Royalty is an ongoing payment that allows you to use the Proprietary Marks and the intellectual property of the System and pays for our ongoing support and assistance.

3.1.1.8. 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. 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.

3.1.1.9. National Advertising Fee. Not currently collected but we reserve the right to charge up to 2% of Gross Sales. Please see Section 9 for more information.

3.1.1.10. Field Service Management Software Fee. You must use the System's then current Field Service Management Software in connection with the operation of your Franchised Business, which we license to you. The fee is currently $170 per month. The Field Service Management 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.

3.1.1.11. Google Workspace Fee. You and your key employees are required to utilize Google's Workspace® (formerly Google Workspace®) as your email platform. During the term of this Franchise Agreement, you will pay us a non-refundable monthly Google Workspace Fee of $18.00 (plus taxes, if applicable) per Google Workspace account via EFT which will be debited on the 20th of each month (or as updated in the Manuals). We reserve the right to increase this fee, per license, with 30 days written notice.

3.1.1.12. Ongoing Contact Center Fee. We have established for your benefit a Contact Center. The Contact Center provides answering services, assistance with client management, assistance with scheduling, initial client qualification, CRM data entry, follow-up call scheduling, handling of after-hours calls, and other similar Contact Center activities. Participants will receive monthly reports detailing call volume, handling time, and customer satisfaction metrics. You are required to participate in the Contact Center for the first 12 months of your Franchised Business' operation. The first 6 months of Contact Center fees will be paid upon signing the franchise agreement. The following 6 months will be billed as a required monthly fee of $799. During this time, the company will provide initial and ongoing training to ensure franchisees are able to effectively utilize the contact center services. After the 12th month, you may elect to stop utilizing the Contact Center and pay no further fees. We may elect to discontinue the Contact Center program at any time. Additionally, we reserve the right to: (i) change the monthly fee you pay after your initial 12 months of operation with 30 days written

notice; and (ii) discount the monthly fees for any additional Franchised Businesses you are awarded. The Contact Center adheres to all applicable data privacy regulations and implements industry-standard security measures to protect client information. The contact center utilizes Dialpad and integrates with the franchise's scheduling software. The contact center will perform routine call monitoring to ensure quality and provide feedback to agents.

3.1.1.13. Applicant Tracking System Software Fee. We recommend, but do not require, that you utilize our approved applicant tracking system software provider.

3.2. Fees Payable Directly to Third-Parties.

3.2.1. Accounting Software Fee. At all times, you must utilize our approved third-party accounting software vendor. Currently, the approved vendor charges between $32.00 and $75.00 per month depending on the reporting package you select. We reserve the right to increase this fee as well as designate a new accounting software vendor with 30 days written notice.

3.2.2. Local Marketing Spend. You shall make monthly expenditures and contributions for local advertising and brand promotion as specified in Section 9 below.

3.3. Payment of Fees. Unless we specify otherwise, in writing:

3.3.1. 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 (please see Addendum C – EFT Form). 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.

3.3.2. First Payment of the Royalty Fee and General Service Fee. The first payment of your Royalty Fee and General Service Fee to us will be due on the 10th day of first full month after your Open Date. For example, if your Open Date is April 15, your first Gross Sales Report will be made on June 10 and we will debit those fees on June 25 (for all revenue generated from April 15.) 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.

3.3.2.1. Payment of the National Advertising Fee. In the event we institute a National Advertising Fee, you will pay said fee at the same time via the same method as the Royalty Fee. Please see Section 9 for more information.

3.3.3. First Payment of the Contact Center Fee. The first payment of your Contact Center Fee will to us will be debited by us on the 25th day beginning in your 7th month of operation.

3.3.4. First Payment of Field Service Software Fee and Google Workspace Fee. The first payment of your Point-of-Sale Software Fee, Applicant Tracking System Software Fee, and Google Workspace Fee to us will be due upon issuance of your license or seat, billed in arrears on

10th day of the month. For example, if your license is issued on January 15, you will be billed on February 10 for your January use.

3.3.5. 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 3; (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:

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

3.3.5.2. 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.

3.3.6. 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 6, or any other monies you owe to us for the development and/or operation of your Franchised Business and as required under this Agreement.

3.3.7. 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.

3.3.8. 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.

3.4. 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 $500.00 for the first overdue report then $100 per report per week until the overdue reports are submitted. Please see Section 11 for additional information.

3.5. Annual Increase of Fixed Fees or Fixed Payments. We reserve the right to increase the amount of any fixed fee or fixed payment including, but not limited to, Technology Fees or Google Workspace Fees due us, or an affiliate, under the Agreement, or a related agreement. An Annual Increase to each particular fixed fee or fixed payment may occur only once during any calendar year and may not exceed the corresponding cumulative percentage increase in the Index, since the date of this Agreement or, as the case may be, the date that the last Annual Increase became effective for the particular fixed fee or fixed payment being increased. Annual Increases will be made at the same time during the calendar year. "Annual Increase" means the increase in the amount of a fixed fee

or fixed payment due us or an affiliate under a franchise agreement, area development agreement or a related agreement. "Index" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for all Items (1982-1984=100), not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of this Agreement, the other governmental index, or computation with which it is replaced, will be used to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

3.6. Payment Frequency. We reserve the right to alter the payment frequency as well as the monthly amounts owed, but not the total amounts owed during a year, due to such factors as your geographic location, holiday seasonality, and time of year considerations.

3.7. Fees Upon Renewal. If this Agreement is the result of a renewal of the Franchised Business, you will begin paying any fees owed to us immediately, upon the execution of this Agreement, at the same performance level and schedule obtained under the previous Franchise Agreement, or at the same level and schedule of the then-current Franchise Agreement of similarly situated Franchised Businesses, whichever is greater.

3.8. Unapproved Services Fee. In the event you utilize our Proprietary Marks, as determined in our sole discretion, in the provision of unapproved services, you will pay us 1% of the Gross Sales you realize from the provision of said services upon the same frequency and terms as your Royalty Fees.

3.9. Search Engine Marketing ("SEM") Fee. Not currently collected, but we reserve the right to charge up to $500/year. We, or any of our affiliates, have the right, but not the obligation, to provide you with search engine marketing services or to arrange such services to be provided through a third-party SEM service provider. You may, after your first 60 days of operation, choose to use our then current SEM service provider in respect of your Franchised Business. We reserve the right to change the vendor. We also reserve the right to change the fee with 30 days written notice.

3.10. Referral Fees.

3.10.1. Franchisee Employees. We offer a $15,000 discount off the $23,000 initial franchise fee (and not the per person 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. 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. We reserve the right to offer, modify, withdraw or reinstate any referral program in the future without notice to you.

3.10.2. New Franchisee. If you refer a prospective franchisee directly to us, and the prospective franchisee is granted the right to purchase a Franchised Business, upon receipt of the full initial franchisee fee, we will pay you a single $15,000 referral fee ("Referral Fee"). In the event the prospective franchisee is awarded more than one territory, you will only be eligible for one Referral Fee. These referred prospective franchisees cannot be bound by any existing franchise broker and/or franchise referral program. In addition, you, or your immediate relatives, cannot have any ownership, or equity, in the prospective franchisee's

proposed Franchised Business. The Referral Fee is not available for the state of Washington and for the transfer 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.

4. OUR RESPONSIBILITIES

4.1. The Manual. Subject to Section 8, we will loan you, or otherwise make available to you, one (1) copy of our confidential brand standards manual (the "Manual"), which may exist in various parts, locations, and formats and may, at our sole discretion, include a combination of audio, video, written material, electronic media, website content, and/or software components. We may from time to time revise the contents of the Manual, and you expressly agree to comply with each new or changed standard. You shall ensure that the Manual is kept current at all times. We have the right to maintain all or any portions of the Manual in written or electronic form, including, without limitation, on one or more Website.

4.2. Initial Training.

4.2.1. The Managing Owner/s must attend and successfully complete our initial training program before you open your Business. "Managing Owner" means the Owner that you designate, and we approve who is primarily responsible for the daily management and supervision of the Business. "Owner" or "Owners" means any individual who owns a direct or indirect ownership interest in the Entity that is the franchisee under this Agreement. "Owner" includes both passive and active owners.

4.2.2. Our Training Program is generally completed within 90 of the signing of your franchise agreement. The actual training takes approximately one week to complete and includes your participation over the weekend during this period (typically Wednesday to Wednesday). Training occurs in our Designated Location/s (currently Bartlett, Tennessee, Jackson, Tennessee, and Covington, Tennessee) and within your Approved Location and is a combination of self-study, eLearning, virtual classes, in person, and field training. However, we expressly reserve the right: to modify the training program, the frequency of training, and the location of your training at any time.

4.2.3. You are responsible for all costs associated with attending and participating in our training including those related to any additional persons you have attend.

4.2.4. If you currently own a Next Day Access franchised business and purchase additional territories, we are not obligated to provide you this initial training.

4.2.5. If you cannot, or do not, complete the Initial Training Program to our satisfaction, we may, in addition to any other remedies available to us, terminate this Agreement.

4.3. Periodic Training. From time to time, and at our sole discretion, we may offer additional training courses for you. We may designate these training courses as optional or mandatory. You are required to attend all mandatory courses.

4.4. If, during any training program, we determine that any individual attending is not qualified for the position they are expected to fulfil in your Franchised Business, we will notify you and you must select and enroll a substitute that is suitable to us, in the training program.

4.5. Ongoing Assistance.

4.5.1. We will furnish you guidance in connection with the operation of the Franchised Business as we deem appropriate. Any guidance provided is intended to protect our Proprietary Marks, goodwill and brand consistency, and may be furnished to you in the form of manuals, bulletins, emails, other e-communications, or other written materials, telephonic consultations and/or consultations at our Designated Location, or at your Approved Location Franchised Business.

4.5.2. Once you have opened, you may request that a member of our field support team travel to your Approved Location to assist you in managing a mobility installation opportunity. You must request such assistance at least two weeks prior to the expected opportunity. However, we make no assurances we can attend depending our team member/s schedule. You are required to pay our travel and lodging costs while onsite for this Post Opening Assistance.

4.5.3. You agree and understand that we are not obligated to provide your employment related forms and documents and, therefore, any such forms so provided by us to you are only suggestions, templates, and samples. You are solely responsible for compliance with all federal and state labor matters including, but not limited to, wage and hour compliance. We neither dictate, nor control labor or employment matters for you and your employees.

4.6. National Accounts Program.

4.6.1. We, and our affiliates, have the exclusive right, but not the obligation, to negotiate and enter into agreements or approve forms of agreements to provide services to National Accounts via our National Accounts Program. A "National Account" is a referral source that offers, on a local, statewide, national, or regional basis, the opportunity for franchisees in the applicable territory, geographic area or APR to provide any services and/or products to the referral sources, members, affiliates, or, however designated, other persons who have a similar relationship with that referral source ("National Account Client.") Any dispute as to whether a particular customer is a National Account will be determined by us and our determination will be final and binding.

4.6.2. If you meet the operational and performance standards (as determined by us at our sole discretion), you may elect to participate in our National Accounts Program. Once enrolled, you are expected to service any National Account Client referred to you in accordance with the National Account Agreement and the guidelines set forth in the Manual. If you determine that you do not want to service the specific referred National Account Client, you may reject said referral conditioned upon you notifying us within 24 hours of this decision along with an explanation for your refusal.

4.6.3. We make no guarantees or promises that you will receive any referrals or generate any revenue through your participation in our National Accounts Program.

4.6.4. You understand that certain National Accounts may charge an enrollment fee and/or ongoing enrollment fees, and that the payment of such fees is solely your responsibility.

4.6.5. If you are in default of any terms of this Agreement, or if you fail to meet the operational and performance standards (as determined by us at our sole discretion); we may remove you from specific National Account, or the entire National Accounts Program.

4.6.6. If you elect not to enroll in a specific National Account's program or the entire National Accounts Program or if you reject a specific National Account Client, we have the right to:

4.6.6.1. Directly provide services to the National Account Client within the APR on the terms and conditions contained in the National Accounts Agreement; and/or authorize another franchisee, licensee, or agent of ours to provide services to the National Account Client within the APR on the terms and conditions contained in the National Account Agreement; and/or

4.6.6.2. Contract with a third-party to provide services to the National Account Client within the APR on the terms and conditions contained in the National Accounts Agreement.

4.6.7. If you fail to provide services to a National Account Client in conformity with the terms and conditions of the National Account Agreement or the Manual, we have the right to:

4.6.7.1. Terminate this Agreement in accordance with Section 14; and/or

4.6.7.2. Directly provide services to the National Account Client within the APR on the terms and conditions contained in the National Accounts Agreement; and/or authorize another franchisee, licensee, or agent of ours to provide services to the National Account Client within the APR on the terms and conditions contained in the National Account Agreement; and/or

4.6.7.3. Contract with a third-party to provide services to the National Account Client within the APR on the terms and conditions contained in the National Accounts Agreement.

4.6.8. Neither the direct provision by us or another franchisee, licensee, or agent of ours, of services to National Account Clients as authorized above, will constitute a violation of your territorial exclusivity, even if such services are delivered from a location within your APR. You disclaim any compensation or consideration for work performed by others in the APR pursuant to this section.

4.6.9. You acknowledge and agree that we have the right to delegate to third-party designees, whether these designees are our agents or independent contractors with whom we have contracted: (i) the performance of any portion or all of our obligations under this Agreement; and (ii) any rights that we have under this Agreement.

4.6.10. 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.

4.6.11. Acceptance of Referral/Lead. If we refer a business lead to you either via our National Accounts Program or through other means, you must accept the referral within four hours of receipt or we have the right 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.

5. YOUR RESPONSIBILITIES

5.1. Standards.

5.1.1. You understand and acknowledge that every detail of the System and the operation of your Franchised Business are essential to you, us, and other franchisees in order to: (i) develop and maintain quality operating standards; (ii) increase the demand for the products and services sold by all franchisees operating under the System; and (iii) protect our reputation and goodwill. You will maintain our high standards with respect to services, products, and operations.

5.2. Site Selection; Office Space and Warehouse.

5.2.1. Warehouse for Inventory. Next Day Access is a service-based business that requires a warehouse or commercial space for stocking inventory and supporting operations. Franchise owners must secure and maintain a suitable facility that provides adequate space for storing products, housing necessary equipment, and facilitating efficient service delivery.

5.2.2. Administrative Office. You may not use your home address as your official business address for your Next Day Franchised Business. Because of this, we recommend that you seek warehouse space that also has sufficient room for an administrative office.

5.2.3. All warehouse or office space must be located within your APR to ensure timely customer service.

5.2.4. You are responsible for all costs, liabilities, and expenses associated with identifying, leasing, or purchasing and maintaining your warehouse and/or office space. If you choose to relocate your warehouse or office space, you must provide us with 30 days' written notice and obtain our approval to ensure it meets operational requirements. Any relocation must not disrupt the efficient operation of the Franchised Business.

5.2.5. If your selected location is subject to zoning or regulatory restrictions that impede business operations, you must secure an alternative site that complies with all applicable laws and obtain our approval before proceeding.

5.3. Development and Opening of the Franchised Business.

5.3.1. Open Date. 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 ("Open Date.) 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. We are not responsible or liable for any of your pre-opening obligations, losses or expenses, including those you might incur for your failure to comply with these obligations or your failure to open by a particular date. We have no responsibility for any lease; it is your sole responsibility to evaluate, negotiate and enter into a lease or a purchase agreement for the Franchise Location premises.

5.3.2. You will keep your Franchised Business open and in normal operation for at least such minimum hours and days as we specify in the Manual, or otherwise in writing.

5.3.3. You agree to use your best efforts to have the Franchised Business' telephone answered by a "live" person during normal daytime working hours and implement a program to manage after business hours phone coverage.

5.4. Initial and Ongoing Inventory. You are required at all times to maintain a sufficient inventory of the mobility solution products we specify in our Manual which may be updated at any time. We estimate that your initial inventory will cost between $33,000 and $68,500.

5.5. Pricing Assistance, Restrictions. You may not advertise your products at less than the manufacturer's lowest published price but you may sell the products at any price. At the time of this disclosure, we do not have minimum and maximum price restrictions (other than those indicated immediately above) however 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.

5.6. Minimum Performance Requirements. In order to maintain your territorial rights, you must 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.

5.6.1. Your failure to meet these Minimum Performance Requirements constitutes a material default under your Franchise Agreement, permitting us to terminate your franchise, refuse to enter into a renewal agreement with you, reduce the size of your APR, or terminate your territorial rights. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

5.6.2. The designated minimum performance levels do not imply that you will achieve these amounts or any other amounts within any certain time frame.

5.7. You acknowledge and agree that we have the absolute right to determine the scope of permissible services to be offered by you in your Franchised Business. You will sell, or offer for sale, those products and services we have expressly approved for sale in the Manual, or otherwise in writing, and will discontinue selling any products or services which we, at our sole discretion, determine may adversely affect the System or are no longer appropriately part of the System; and will refrain from offering any unapproved products or services.

5.8. You acknowledge and agree that we may periodically, at our sole discretion, revise the Manual to incorporate System changes. You will implement any System changes upon receiving notice from us of such changes and will complete their implementation within such time as we may reasonably specify.

5.9. 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.

5.10. Vehicle. Due to the nature of this business, you must have a vehicle. We do not have any standards or specifications for your vehicle other than it must be well maintained (clean and damage free) and be sufficiently large enough to transport tools and materials to job sites.

5.11. Maintenance of Premises and Vehicle. You shall maintain the Premises (including any adjacent public areas and storage facility) an your 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.

5.12. 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.

5.13. Compliance with Laws and Regulations. You must comply with all federal and state licensing and other regulatory requirements relating to the operation of your Franchised Business. Regulations vary from state to state and locality to locality. In addition, you should independently verify whether local municipalities homeowner's associations within your APR have implemented regulations related to the provision of the Approved Services.

5.13.1. Wage and Hour Compliance. You will maintain a competent and conscientious, administrative, and trained staff, and will 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 as we may periodically establish in the Manual, or otherwise, in writing. We will not have the power to hire or fire your employees. You alone are responsible for all employment decisions and functions of your Franchised Business, including, without limitation, those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, record keeping, supervision, and discipline of employees, regardless of whether you have received advice from us on these subjects or not. All employees working for you will be your employees alone, and will not, for any purpose, be deemed our employees, or subject to our control, including with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state, or federal governmental agency. We will have no liability for any action or settlement related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, record keeping, supervision, and discipline of employees, and you agree to indemnify us for any such liabilities we may incur. You agree that any direction you receive from us regarding employment policies should be considered as examples, that you alone are responsible for establishing and implementing your own policies, and that you understand that you should do so in consultation with local legal counsel well-versed in employment law.

5.14. If, at any time, your Franchised Business is not being managed by you (or, if you are a limited liability or corporation, the managing member or shareholder), we may, but are not required to, immediately appoint a manager to maintain the operations of your Franchised Business for and on behalf of you. Our appointment of a manager of your Franchised Business does not relieve you of your obligations or constitute a waiver of our right to terminate this Agreement pursuant to Section 14. We will not be liable for any debts, losses, costs, or expenses incurred in the operations of your Franchised Business, or to any creditor of yours for any products, materials, supplies, or services purchased by your Franchised Business while it is managed by our appointed manager. We reserve the right to charge a reasonable fee for any such management services and to cease to provide management services at any time.

5.15. You will furnish to us, within three (3) days after receipt thereof, a copy of any notice alleging your default or failure to pay, on any loan, note, lease, or other instrument related to the operation of your Franchised Business, or a copy of any notice alleging your failure to comply with any law, ordinance, or regulation. You also will notify us, in writing, within five (5) days 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 your Franchised Business.

5.16. You will collect, store, share with us, and use client data in the form and manner we prescribe. We have the right to specify, in the Manual, or otherwise in writing, the types and amounts of required promotional activities. We retain ownership of all clients and their data related to your Franchised Business.

5.17. You have the right to offer your goods and services at any prices. Any list or schedule of prices we may furnish to you will be deemed a suggestion only, and you will have the right, in your sole discretion, to accept or reject any such suggestion.

5.18. You agree that you will not own, maintain, operate, engage in, or have any financial, or beneficial interest in (including any type of interest in corporations, partnerships, limited liability companies, trusts, unincorporated associations, joint ventures, or other entities), advise, assist, divert, or attempt to divert, any business or customer, or make loans to any Competitive Business. For purposes of this Agreement, the term "Competitive Business" means any other business that: (a) is substantially similar to the business then engaged or being promoted in by Next Day Access businesses; or (b) provides any sort of mobility solution services.

5.19. You will not subordinate to any other obligation, your obligation to pay us any other fee or charge, whether under this Agreement, or otherwise.

5.20. Conferences and Meetings.

5.20.1. Annual Conference. You are required to attend the Annual Conference. In the event you are unable to attend the Annual Conference, you may send an employee who has been approved for attendance by us. The Annual Conference fee can be up to $1,000.00 for the first attendee and $500.00 per attendee thereafter, payable upon your registration for the Annual Conference (typically registration is done online sixty (60) days in advance of the Annual Conference). In the event you, or an approved employee, do not attend the Annual Conference, you may be charged a $2,500.00 absentee fee ("Annual Conference Absentee Fee") via EFT, ten (10) days after the missed Annual Conference concludes. We may increase the Annual Conference fee with ninety (90) days' written notice prior to the Annual Conference. All Annual Conference attendees are responsible for paying their own travel costs and expenses of lodging, transportation, and meals. We reserve the right to not hold an Annual Conference.

5.20.2. Regional Meetings. You are required to attend any Regional Meeting we conduct. In the event you are unable to attend the Regional, you may send an employee who has been approved for attendance by us. The Regional Meeting fee can be up to $350 per attendee which is payable upon your registration for the Regional Meeting (typically registration is done online sixty (60) days in advance of the Regional Meeting). In the event you, or an approved employee, do not attend the Regional Meeting, you may be charged a $750 absentee fee ("Regional Meeting Absentee Fee") via EFT, ten (10) days after the missed Regional Meeting concludes. We may increase the Regional Meeting fee with ninety (90) days' written notice prior to the Regional Meeting. All Regional Meeting attendees are

responsible for paying their own travel costs and expenses of lodging, transportation, and meals. We reserve the right to not hold a Regional Meeting.

5.20.3. Compliance and Attendance. We reserve the right to not allow you to attend any conference or meeting we conduct throughout the year if you are not in compliance, at our sole discretion, with this Franchise Agreement. You will not be charged an absentee fee if you are so disinvited.

5.21. You acknowledge and agree that exchanging information with us by e-mail or other e-communication is efficient and desirable for day-to-day communications and that we and you may utilize e-mail or other e-communication for such communications. You authorize the transmission of e-mail or other e-communication by us and our employees, vendors, and affiliates to you and any and all of your owners, officers, directors, and employees. You will contact us by telephone, e-mail, or other e-communication as soon as possible following any request by us for such communication. You will make reasonable efforts to be available by phone, email, other e-communication, or otherwise, as communication with us as requested or required.

5.22. Because complete and detailed uniformity under many varying conditions may not be possible or practical, you acknowledge we specifically reserve the right and privilege, as we consider best, at our sole discretion, to modify the System for any particular Franchised Business based upon circumstances we consider important to promote any Franchised Business' successful operation. We may choose not to authorize similar variations or accommodations to you or other franchisees.

5.23. Headshots; Your Images. You must obtain, prior to opening your Franchised Business, professionally taken headshots (in digital format) for placement on our website and your related marketing collateral. You acknowledge and authorize us to use your likeness in photographs and other imagery in any and all of our publications, including printed and digital publications and imagery and on websites and/or social media. You agree and understand that any photographs and other imagery using your likeness will become our property and will not be returned. You agree and irrevocably authorize us to edit, alter, copy, exhibit, publish, or distribute any photographs and other imagery of you for any lawful purpose. You agree and waive any rights to royalties or any other compensation related to our use of any photographs and other imagery of you. You agree to hold harmless, and forever discharge us, from all claims, demands, and causes of action which you may have in connection with this authorization.

5.24. Retaining clients for your Franchised Business will require you to have a high level of customer service and adhere strictly to and maintain the System. We may contact any client, or their authorized representative/s, at any time, for any purpose. Also, if we are contacted by a client, or their authorized representative/s, who wishes to lodge a complaint, we reserve the right to address the complaint in order to preserve goodwill and prevent damage to the brand.

5.25. By signing this Agreement, you appoint us, your true and lawful attorney-in-fact, with full power and authority, for the sole purpose of obtaining any and all returns and reports you file with any state and/or federal taxing authority related to the operation of the franchised business. This power of attorney survives the expiration or termination of this Agreement. You also grant us the specific right to perform credit checks on you, as needed.

6. TAXES

6.1. We will not be liable for, and you will promptly pay to us, an amount equal to, any and all taxes levied, or assessed, including, but not limited to, unemployment taxes, sales taxes, use taxes, withholding taxes, excise taxes, personal property taxes, intangible property taxes, gross receipt

taxes, taxes on royalties paid out of state, or any similar taxes or levies, imposed upon, or required to be collected, or paid by us, by reason of:

6.1.1. Us furnishing products, services, and/or intangible property (including trademarks and trade names) to you;

6.1.2. Us purchasing, licensing, or leasing property, or property rights, provided by this Franchise Agreement for you; or

6.1.3. The operation of your Franchised Business including sales taxes on tangible goods as well as use tax on any technology we may require that you use.

6.2. You, and we, will file our own tax, regulatory, and payroll reports, and be responsible for all employee benefits, and workers compensation payments, with respect to our respective employees and operations, and we will save and indemnify one another from any and all liability of any nature whatsoever by virtue thereof. 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, under the procedures of the taxing authority or applicable law. However, you will not permit a tax sale or seizure by levy of execution, or similar writ or warrant, or attachment by a creditor, to occur against your Approved Location, or any improvements thereon.

7. PROPRIETARY MARKS

7.1. We represent, with respect to the Proprietary Marks, that:

7.1.1. We own the Proprietary Marks;

7.1.2. We will take action reasonably necessary to preserve and protect the validity of the Proprietary Marks; and

7.1.3. We will permit you to use the Proprietary Marks only in accordance with the System and the standards and specifications attendant thereto which underlie the goodwill associated with and symbolized by the Proprietary Marks.

7.2. With respect to your use of the Proprietary Marks, you agree that:

7.2.1. Subject to the terms and conditions of this Agreement, we grant you, during the term hereof, the right to use such Proprietary Marks as we designate, solely for the purpose of (a) operating the Franchised Business and performing the Approved Services; and (b) your authorized local marketing activities pursuant to Section 9 and will use them only in the manner we authorize and permit;

7.2.2. You will use the Proprietary Marks only for the operation of your, and only at your Approved Location, or in advertising for your Franchised Business, we approve;

7.2.3. Unless otherwise authorized, or required by us, you will operate, and advertise your Franchised Business as well as any commercial vehicle used in the operation , only under the Proprietary Mark “Next Day Access,” without prefix or suffix or other modifying words, designs, or symbols, or in any modified form;

7.2.4. You will identify yourself as an independent franchisee owner of your Franchised Business in conjunction with any use of the Proprietary Marks, or the operation of your Franchised Business, and will place a written notice to such effect in a form we approve and in a

conspicuous location on your Franchised Business premises and any other location we deem appropriate, be they physical and/or online and/or in any other format;

7.2.5. Your right to use the Proprietary Marks is limited to such uses as authorized under this Franchise Agreement, and any unauthorized use will constitute an infringement;

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

7.2.7. You will execute any documents deemed necessary by us, or our affiliates, to obtain protection for the Proprietary Marks, or to maintain their continued validity and enforceability;

7.2.8. You will promptly notify us of any suspected unauthorized use of, or any challenge to the validity or use of, the Proprietary Marks. You acknowledge we (or the owner of the Proprietary Marks) will have the sole right to direct and control any administrative proceeding, or litigation, involving the Proprietary Marks, including any settlement thereof. We will have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. We (or the owner of the Proprietary Marks) will defend you against any third-party claim, suit, or demand arising out of your use of the Proprietary Marks under this Franchise Agreement. If we, at our sole discretion, determine you have used the Proprietary Marks under this Franchise Agreement, we will pay for such defense, including the cost of any judgment or settlement. If we, at our sole discretion, determine you have not used the Proprietary Marks under this Franchise Agreement, you will pay for such defense, including the cost of any judgment or settlement. If any litigation occurs relating to your use of the Proprietary Marks, you will execute any and all documents and do such acts as may, at 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 if such litigation results from your use of the Proprietary Marks in a manner inconsistent with this Franchise Agreement, we agree to reimburse you for your out-of-pocket litigation costs in cooperating with us with respect to the litigation; and

7.2.9. You will not use the Proprietary Marks (e.g., "Next Day Access") as part of your corporate or other legal name, or as part of any Uniform Resource Locator (URL), social media, internet or website domain.

7.3. You expressly understand and acknowledge that:

7.3.1. The Proprietary Marks are valid and identify the System, and those who operate under the System;

7.3.2. During the term of this Franchise Agreement, and after its expiration, or termination, you will not directly, or indirectly, contest the validity or ownership of the Proprietary Marks, nor take any other action which may jeopardize our interest therein, or our right to use and to license others to use, the Proprietary Marks;

7.3.3. Your use of the Proprietary Marks does not give you any ownership interest, or other interest in, or to the Proprietary Marks, other than the license granted by this Franchise Agreement;

7.3.4. Any and all goodwill arising from your use of the Proprietary Marks will inure solely, and exclusively, to the benefit of us and our affiliates and, upon expiration or termination of

this Franchise Agreement, no monetary amount will be assigned as attributable to any goodwill associated with your use of the System or the Proprietary Marks;

7.3.5. We and our affiliates will have and retain the rights, among others: (i) to use the Proprietary Marks for selling products and services; (ii) to grant other licenses for the Proprietary Marks, in addition to those licenses already granted to existing franchisees; and (iii) to develop and establish other systems using the Proprietary Marks, similar proprietary marks, or any other proprietary marks, and to grant licenses or franchises thereto without providing any rights therein to you;

7.3.6. We reserve the right to substitute different proprietary marks for identifying the System and any Franchised Business if the Proprietary Marks no longer can be used or if we, at our sole discretion, determine that substitution of different proprietary marks will be beneficial to the System. In such circumstances, the use of the substituted proprietary marks will be governed by this Franchise Agreement, and we will not compensate you for such substitution, except, that if we must discontinue use of a Proprietary Mark based upon a court ruling, the Proprietary Mark infringes on another trademark, then we will bear only the costs of modifying your signs and advertising materials to conform to our new proprietary marks. You will implement any such substitution promptly; and

7.3.7. We are not obligated to remove any prior franchisee listings from third-party websites or platforms (e.g., Google) but, where possible, and upon written request, will try to do so.

7.4. We may co-brand one or more concepts with our Proprietary Marks ("Dual Branding"). Dual Branding may involve changes to the Proprietary Marks and to the Franchised Business. If Dual Branding occurs, the scope and type of Dual Branding may vary in different markets. If we elect to conduct Dual Branding in the market in which your Franchised Business is located, we will give you notice regarding the contemplated Dual Branding. You will be required to implement Dual Branding at the Franchised Business within the time period specified in the notice, but not earlier than one hundred twenty (120) days from the date of notice, and you must, at your expense, make the modifications necessary to implement the Dual Branding. Notwithstanding anything in this Agreement to the contrary, however, we may elect not to make the Dual Branding opportunity available to you.

8. CONFIDENTIAL MANUALS AND INFORMATION

8.1. In order to protect our reputation and goodwill and to maintain high standards of operation under the Proprietary Marks and the System, you will operate the Franchised Business under the Manual and the System. You will treat the System, any information, written or verbal relating to the System, the Manual, Improvements (defined in Section 8.8), any communications between you, and us, or you, and other franchisees, and client information, including details and lists of client and their contact details (collectively, "Confidential Information") as confidential, and will use all reasonable efforts to maintain such information as secret and confidential. You will not copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person. The Manual will, at all times, remain our sole property.

8.2. We may from time to time revise the contents of the Manual, and you expressly agree to make corresponding revisions to your copy of the Manual, and to comply with each new or changed standard within a reasonable amount of time noticed change, unless change is related to health or safety concerns, which must be implemented immediately.

8.3. We may from time-to-time request that you participate in a new service or product concept test, and you agree to do so, in compliance with our standards and requirements.

8.4. You will regularly and continuously review the Manual for updates to the System, standards, policy, and procedure. In the event of any dispute as to the contents of the Manual, the content of Manual, maintained by us, will be controlling.

8.5. You will not, during or after the term hereof, communicate, divulge, or use for the benefit of any other, persons, partnerships, associations, or business entities, any Confidential Information, knowledge, or know how concerning the methods of operation of your Franchised Business or the System which may be communicated to you or of which you may be apprised by your operation of your Franchised Business. You will divulge such Confidential Information only to those employees who must have access to it to perform their employment responsibilities. Any and all information, knowledge, know how, and techniques, which we designate as confidential, will be deemed confidential for purposes hereof unless, and until you demonstrate, that the information has become public knowledge.

8.6. You acknowledge that any failure to comply with the requirements of this Section will cause us irreparable injury for which no adequate remedy at law may be available, and you agree we may seek, and you agree to pay, all court costs and reasonable attorney fees incurred by us in obtaining, without posting a bond, an ex parte order for injunctive, or other legal or equitable relief, with respect to the requirements of this Section.

8.7. You will require anyone who has access to or to whom you have divulged Confidential Information, including your employees, to execute a Confidentiality Agreement and Ancillary Covenant Not to Compete (Please see the Confidentiality Agreement), that they will maintain the confidentiality of information they receive in connection with their association with you.

8.8. If you, during the term of this Agreement, or any Renewal Term, conceive or develop any improvements or additions to the System, a website, or any other documents, or information pertaining to, or relating, to the System, or your Franchised Business, or any new trade names, trade and service marks, logos, or commercial symbols related to your Franchised Business, or any advertising and promotional ideas, or inventions, related to your Franchised Business (collectively, "Improvements"), you will fully disclose the Improvements to us, without disclosure of the Improvements to others, and will obtain our written approval prior to using such Improvements. Any such Improvement may be used by us, and all other franchisees, without any obligation to you for royalties or other fees. You will assign, and do hereby assign to us, all rights, title and interest in, and to the Improvements, including the right to grant sublicenses to any such Improvement, regardless of whether you notify us of such Improvements. We, at our discretion, may apply for and own copyrights, patents, trade names, trademarks and service marks, relating to any such Improvement, and you will cooperate with us in securing such rights. We may also consider such Improvements as our property and trade secrets. In return, we will authorize you to utilize any Improvement that may be developed by other franchisees, and is authorized, generally, for use by other franchisees. All Improvements created by you, or any other person, or entity, retained, or employed, by you, are our property, and we will be entitled to use and license others to use such Improvements unencumbered by moral rights. If any of the Improvements are copyrightable materials, they will be works made for hire within the meaning of the United States Copyright Act and, to the extent the copyrighted materials are not works made for hire, or rights in the copyrighted materials do not automatically accrue to us, you irrevocably assign, and agree to assign to us, our successors and assigns, the entire right, title, and interest in perpetuity throughout the world, in and to any and all rights, including all copyrights and related rights, in such copyrighted materials, which you and the author of such copyrighted materials warrant and represent as being created by and wholly original with the author. Where applicable, you agree to obtain any other assignments of rights in the Improvements from another person or entity necessary to ensure our right in the Improvements as required in this Section.

9. ADVERTISING

9.1. Recognizing the value of advertising and promotion, and the importance of the standardization of advertising and promotional programs to the furtherance of the goodwill and public image of the System:

9.1.1. 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 expenses related to your Local Marketing obligations.

9.1.2. In the event we create such a national advertising fund (the "Fund") and require you to pay the National Advertising Fees. The Fund, all contributions thereto, and any earnings thereon, will be used to meet any and all costs of maintaining, administering, directing, conducting, and developing the preparation of advertising, marketing, public relations, and/or promotional programs and materials in various media including: the salaries and benefits for those internal persons in charge of administering and overseeing the Fund; employing advertising and/or public relations agencies to assist with research, brand positioning, recruitment efforts, creative concepting, production and media planning, photo and video shoots as well as outside resource expenses such as third-party copywriting professionals; conducting and administering promotions including the purchasing of promotional items and other marketing materials and services to the businesses operating under the System; websites, websites hosting, website optimization (ongoing onsite overall SEO, not local) and social networking or media; market research and development of new products and services; and supporting authorized marketing cooperatives formed by franchisees in the same market area; and any other activities we believe will increase brand awareness, increase lead generations, and benefit the System.

9.1.3. We will direct all advertising and promotional programs, with sole discretion over the creative concepts, materials, and media used in such programs, and the placement and allocation thereof. You agree and acknowledge that the Fund's objectives are to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of the System; and that we are not obligated, in administering the Fund, to make expenditures for you that are equivalent or proportionate to your contribution, or to ensure that any particular franchisee or geographic region benefits directly or pro rata from the advertising or promotion conducted under the Fund.

9.1.4. We will not use the Fund contributions for advertising that is principally a solicitation for the sale of franchises, but we reserve the right to include a notation in any advertisement indicating "franchises available" or similar phrasing.

9.1.5. The Fund is not a trust fund, and we do not have any fiduciary duty to you with respect to the Fund's administration, activities, or expenditures. We will direct all advertising and promotional programs, with sole discretion over the creative concepts, materials, and media used in such programs, and the placement and allocation thereof. You agree and acknowledge that the Fund's objectives are to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of the System; and that we are not obligated, in administering the Fund, to make expenditures for you that are equivalent or proportionate to your contribution, or to ensure that any particular franchisee or geographic region benefits directly or pro rata from the advertising or promotion conducted under the Fund.

9.1.6. All sums paid to the Fund will be maintained in an account separate from the other monies, funds, assets and/or equities we maintain, and will not be used to defray our expenses, except for such costs and overhead, if any, as may be incurred in activities reasonably related to the administration or direction of the advertising programs and Fund, including, among other things, costs of personnel for planning and managing Fund activities, creating and implementing local, regional and national advertising, promotional, and marketing programs. The Fund, and any earnings thereon, will not otherwise inure to the benefit of us.

9.1.7. We have the right, but not the obligation, to cause the Fund to be incorporated or operated through an entity separate from us at such time as we deem appropriate, and any such successor entity shall have all our rights and duties under this Section. We may use collection agents and institute legal proceedings at the Fund's expense to collect Fund contributions. We also may forgive, waive, settle, and compromise all claims by or against the Fund.

9.1.8. An unaudited statement of the operations of the Fund, as shown on the books of the Fund, will be prepared annually by us. Upon thirty (30) days of a written request by you, we will provide you an unaudited statement of the expenditures from the Fund.

9.2. Local Marketing Spend. 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 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.

9.3. Headshot. You are also required to obtain, at your expense, a professionally taken "headshot" (picture). You must be professionally dressed and we recommend that you wear Next Day branded clothing. Your headshot must be in a digital format and must be forwarded to us prior to opening your Franchised Business. Prices vary but you can expect it to range from $65 to $200.

9.4. You will, at your expense, and in accordance with any standards established in the Manual, in addition to the requirement this section of the Franchise Agreement, obtain any advertisements and listings, whether online or in print, serving the market in which your Franchised Business is located, that we may periodically require.

9.5. Approved Materials. You must use only such marketing materials (including any print, radio, television, electronic, on-line or other media forms that may become available in the future) as we furnish, approve in writing or make available, and the materials must be used only in the manner we prescribe and in compliance with all trademark usage and branding standards. Furthermore, any promotional activities you conduct for the Business are subject to our approval. You must submit all advertising and promotional materials to us for approval prior to your use. If we do not respond

within 14 days of your submission, the materials will be deemed not approved. We will not unreasonably withhold approval of any materials or media and activities; provided that they are current, in good condition, in good taste and accurately depict the Marks. Notwithstanding our approval, it is solely your responsibility to conduct your promotional activities in accordance with all applicable laws.

10. INSURANCE

10.1. You must obtain the insurance coverage that we require from time to time (whether in the Franchise Agreement or in the Manual). You must purchase these policies through our designated insurance broker:

10.1.1. Commercial general liability insurance, including bodily injury, property damage, personal injury, products, and completed operations liability coverage, with a limit not less than $1,000,000 ($2,000,000 in aggregate);

10.1.2. Products/Completed operations insurance with a limit not less than $1,000,000 ($2,000,000 in aggregate;

10.1.3. Workers' Compensation and employers' liability to meet statutory requirements of your state(s) of operation; you must maintain Workers' Compensation and employers' liability insurance coverages, regardless if mandated by state law or not;

10.1.4. "Special form" property insurance in an amount appropriate for your business' personal property;

10.1.5. Twenty-five Thousand Dollar ($25,000) theft/dishonesty bond;

10.1.6. Automobile liability insurance for all owned, non-owned, and hired automobiles, with a single limit coverage of not less than $1,000,000;

10.1.7. Business interruption insurance of at least $100,000; and

10.1.8. Other insurance as may be required by the state and/or the locality and/or region in which the Franchised Business is located and operated.

10.2. Additionally, we recommend but do not require that you obtain:

10.2.1. Employment Practices Liability Insurance ("EPLI") with a minimum aggregate of $500,000, including sub-limits of at least $100,000 for FLSA/wage and hour claims. In addition, the policy should include: independent contractors in the definition of potential employees, as well as third-party coverage; and

10.2.2. Network Security Insurance ("Cyber Insurance") with a minimum $500,000 aggregate; In addition, we recommend such policy contain at least: $5,000 retention/deductible ("Retro Inception") which is comprised of: 1) third-party network security and privacy with coverage up to $500,000; 2) third-party regulatory fines and penalties with coverage up to $500,000; 3) first party extortion with coverage up to $100,000; 4) first party event expense with coverage up to $500,000; 5) and first party Payment Card Industry ("PCI") fines with coverage up to $25,000;

10.3. You must also purchase any other limits and coverage that we periodically require including Employment Practices Liability Insurance and Network Security Insurance. The required

coverage and policies are subject to change. All insurance policies must be endorsed to: (i) name us (and our members, officers, directors, and employees) as additional insureds; (ii) contain a waiver by the insurance carrier of all subrogation rights against us; and (iii) provide that we receive 10 days' prior written notice of the termination, expiration, cancellation or modification of the policy.

10.4. You agree to indemnify and hold harmless us, our directors, officers and employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability, imposed by law for damages, because of personal injury sustained by any person or persons or damage to property, including loss of use thereof, arising out of the performance of this contract, except, only damages, due to our sole negligence.

10.5. We may reasonably increase the minimum liability protection requirement annually and require, at any time, on reasonable prior notice to you, different or additional kinds of insurance to reflect inflation, changes in standards of liability, or higher damage awards in public, product, or motor vehicle liability litigation, or other relevant changes in circumstances.

10.6. You must submit to us, annually, a copy of the certificate or endorsement of, or other evidence request by us of, the renewal or extension of, each insurance policy. If you, at any time, fail, or refuse, to maintain in effect any insurance coverage required by us, or to furnish satisfactory evidence, we, at our option, and in addition to our other rights and remedies, may obtain insurance coverage on behalf of you, and you must promptly execute any applications or other forms or instruments required to obtain any insurance and pay to us, on demand, any costs and premiums incurred by us.

10.7. All insurance policies must be issued by the insurance carrier or insurance carriers acceptable to us and must: list "Next Day Access, LLC," its subsidiaries, officers, directors, employees and any other person or entity we may designate in the future as "Additional Insureds," contain a waiver of insurance company's right of subrogation against us, provide that we will receive thirty (30) days prior written notice of expiration, or cancellation of policy, or material change of the policy, and contain a provision that we, although named as an insured, will nevertheless be entitled to recover under said policies on any loss occasioned to us, or our servants, agents, or employees, by reason of the negligence of Franchised Business, or its servants, agents, or employees.

10.8. You are required to submit to us prior to the opening of your Franchised Business, a copy of the Endorsement of Insurance in compliance with the requirements, and such other documentation as we may reasonably request to confirm, that you have satisfied the insurance regulations hereunder. You are required to submit copies annually thereafter. In addition, in order to monitor claims activity on a national level, and to most effectively assess program exposures, you are required, as requested, to collect Loss History Statements ("Loss Runs") from the carriers and remit to us.

11. TECHNOLOGY, RECORDS AND REPORTING

11.1. You are required, at your expense, to purchase or lease, and thereafter maintain and use, only such computer(s), hardware (including, without limitation, laptops, tablets, smartphones, etc.), software, firmware, web technologies or applications, required dedicated Internet access and power lines, modem(s), printer(s), and other related accessories or peripheral equipment, and methods of operation, as we specify in the Manual or otherwise in writing (collectively, "Computer System"). The Computer System will have the capacity to electronically exchange information, messages, and other data with other computers, by such means (including, but not limited to, the Internet), and using such protocols as we may reasonably prescribe in the Manual

or otherwise in writing. You will keep your Computer System in good maintenance and repair and, at your expense, promptly make any and all additions, changes, modifications, substitutions, and/or replacements to your Computer System as we direct. You will pay any and all annual, monthly or otherwise, software fees, or other fees, as required by us or our approved suppliers in order to maintain your Computer System. You acknowledge and agree that we or our suppliers have the right to increase or decrease the software fees at any time, in their sole discretion, upon written notice to you. You further acknowledge and agree that we reserve the right to change our approved suppliers, including any software suppliers, at any time and at our sole discretion. You may not alter your Computer System, or use alternative software or suppliers of technology, without our prior written approval. If you are in default of any obligations under this Franchise Agreement, we may, in addition to any other remedy we may have under this Franchise Agreement, temporarily inhibit your access to all or part of the Computer System until you have cured such default completely. Computer systems are vulnerable to varying degrees to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, data related problems and attacks by hackers and other unauthorized intruders ("E-Problems"). We have taken reasonable steps so E-Problems will not materially affect our business. We do not guarantee that information or communication systems we or others supply will not be vulnerable to E-Problems. It is your responsibility to protect yourself from E-Problems. You should also take reasonable steps to verify your suppliers, lenders, landlords, customers, and governmental agencies on which you rely, have reasonable protection from E-Problems. This may include trying to secure your Computer Systems (including firewalls, password protection, and anti-virus systems), and to provide backup systems.

11.2. All Franchised Business activities must be immediately entered into the Computer System. Any new activity must be entered as it occurs to maintain the most accurate data.

11.3. We expressly reserve the right to implement further policies or guidelines regarding information security including, but not limited to: risk management protocols, email encryption standards, document retention policies, PCI compliance, and the use of third-party security advisors and their security systems/products. You understand that either us, or our approved third-party information security system providers, may charge you both initial and ongoing fees for the creation, implementation, and maintenance of any information security system we, at our sole discretion, deem necessary.

11.4. Website and Internet.

11.4.1. We own and control the Website. We have the right, but not the obligation, to establish and maintain a website and/or official social media presence under the Proprietary Marks to promote the Franchised Business and/or the System ("Website"): (i) We will have sole control over all aspects of the Website, and can discontinue operation of the Website at any time without notice to you; (ii) unless you obtain our prior written consent, you are prohibited from establishing or maintaining a separate website or otherwise maintaining another presence on the Internet through any social networking site and/ or any other online site in connection with the operation of your Franchised Business or business offering services similar to the Approved Services; (iii) we have the right to modify or supplement our policies regarding social media and Internet use at any time in writing, whether as part of the Manuals or otherwise.

11.4.2. Local Features and Content on the Website. We may in our sole discretion, create pages or features on the Website emphasizing or dedicated to your local Franchised Business ("Local Features"). Upon written notice, we may permit you to create content to the Local Feature ("Local Content") and maintain day-to-day control of those Local Features and the Local Content thereon. The Local Features shall be used, and all Local Content must be

created, solely in accordance with this Agreement and such Web Content Guidelines or policies and procedures for brand standards and related matters as we may publish from time to time. In no event shall any Local Content: (a) contain or promote immoral, deceptive, scandalous or obscene matter; (b) disparage or falsely suggest a connection with persons (living or dead), institutions, beliefs, or national or established cultural symbols, or to bring them into contempt or disrepute; or (c) injure, damage, or otherwise negatively affect our goodwill in the Website, the System or the Proprietary Marks used in connection therewith. Regardless of any day-to-day control we may give you to the Local Features, you similarly may not you are expressly prohibited from doing any of the following to the Website or their Local Features (if any), or using either of them for purposes of, or in connection with: (a) reverse engineering, making machine code human readable or creating derivative works or improvements; (b) copying them; (c) commercially exploiting or providing them to third parties; (d) introducing malicious code; (e) interfering with their security or operation; (f) framing or mirroring them outside of your own intranets; (g) creating, benchmarking or gathering competitive intelligence; or (h) removing, modifying or obscuring proprietary rights notices we may use; (i) defaming or harassing; (j); infringing another's intellectual property including failing to obtain permission to upload/display works of authorship in any Local Content; (k) intercepting or expropriating data; and/or (l) spamming, spoofing or otherwise misrepresenting transmission sources.

11.5. If you are in default of any obligations under this Agreement, we may, in addition to our other remedies, temporarily remove reference to your Franchised Business from the Website, and/or discontinue your access to our System intranet site, until such defaults are cured to our satisfaction. We may, at our option, discontinue, replace, and/or modify the Website and/or the intranet site at any time and at our sole discretion. Nothing in this Section will limit our right to maintain websites other than the Website, or to maintain other portals other than System's intranet.

11.6. Unless otherwise authorized by us, you will only use an e-mail address, related to or associated with the operation of your Franchised Business, which is a part of the "nextdayaccess.com" Internet domain name or other domain as authorized by the Manual.

11.7. Records and Reporting

11.7.1. We have the right to retrieve and store any and all data, including the financial information of your Franchised Business, and information from the Computer System and use it for any purpose both during and after the term of this Franchise Agreement. We also have the right, at all reasonable times, to access the Computer System by way of virtual network computing, or any similar method, to obtain data and make any necessary modifications to the Computer System including, without limitation, installing new or updated software. You also will, at your expense and upon written request from us, provide us, in the manner prescribed by us, any other information regarding the operation of your Franchised Business as we may reasonably request, including information concerning local promotional activities required by Section 9.

11.7.2. You will provide to us, for review and/or auditing, such other information as we may reasonably request, on the forms and in the manner, we designate, including but not limited to any financial information, customer information, or information required by our accountants for the preparation of our financial statements.

11.7.3. Profit and Loss Statement and Balance Sheet Statement. You must furnish to us thirty (30) days from the end of each month, a true and complete copy of the previous month's profit and loss statement as well as a true and complete copy of the previous month's balance

sheet statement. In addition, we have the right to request copies and reports of other financial information and supporting records as we deem necessary. All financial statements, reports, and information must be on forms approved by us and signed and verified by you.

11.7.4. You will prepare, during the term of this Franchise Agreement, and will keep and preserve for at least five (5) years following the expiration or termination of this Franchise Agreement, complete and accurate books, records, and accounts related to your Franchised Business that are: (i) in accordance with generally accepted accounting principles; and (ii) in the form and manner prescribed by us in the Manual, or otherwise in writing, which form and manner may be electronic or online. You will also, at your expense and within sixty (60) days after the close of the fiscal calendar year, provide us with a copy of your financial statements showing the results of operations of your Franchised Business for each fiscal year during the term of this Franchise Agreement. Your financial statements will include a statement of income, balance sheet, and a statement of cash flows, accompanied by a review report, prepared by an independent accountant using generally accepted accounting principles. Your financial statements must, if requested by us, be certified by a certified public accountant. You must, at your expense, cause your public accountant and certified public accountant, if any, to consult with us concerning such financial statements. If you fail to maintain accurate and up-to- date books and records, we have the right to require you to, at your expense, hire a certified public accountant to generate the books and records in the manner we, at our sole discretion, prescribe.

11.7.5. You must maintain, make readily available for inspection by us, and must furnish to us, upon our request, exact copies of all state sales tax returns, and portions of your federal and state income tax returns that reflect the operation of your Franchised Business, even if the tax returns include information unrelated to the operations of your Franchised Business (i.e., spouse's tax returns combined).

11.8. Inspection and Audits.

11.8.1. We have the right, at any time during business hours, and without prior notice, to inspect your Franchised Business' office, to examine or audit, or cause to be examined or audited, the business records, customer management operating system and related records accounts, cash control devices, bookkeeping, and accounting records, bank statements, sales and income tax records and returns, and other books and records of your Franchised Business, and the books and records of any corporation or limited liability which holds your Franchised Business. Such examination or audit may be done by an on-site visit, through remote electronic means, or via telephone (or any combination therein). You must cooperate with any designated representatives conducting any examination or audit. We (and our agents) have the right to make extracts from and copies of all documents, and information.

11.8.2. Any evaluation or inspection we conduct is not intended to exercise, and does not constitute, control over your day-to-day operation of the Franchised Business, or to assume any responsibility for your obligations under this Agreement.

11.8.3. If any examination or audit discloses an understatement of Gross Sales, you must pay to us, within fifteen (15) days after receipt of the examination or audit report, any fees or payments due on the amount of the understatement, interest from the date such amount was due until paid at the rate of eighteen percent (18%) per annum (or the highest rate allowed by the law of the state where Franchisee is located, whichever is lower) based on the amount of the understatement. Further, if the examination or audit is made necessary by

the failure of you to furnish reports, supporting records, financial statements or other documents, or information, as required, or failure to furnish reports, records, financial statements, documents or information, on a timely basis, or if an understatement of Gross Sales for any month is determined by any examination or audit to be greater than 3%, you must reimburse us for the cost of the audit or examination, including the charges of any independent accountants and travel costs and expenses of lodging, transportation and meals, as well as compensation of our employees. Additionally, we reserve the right to charge you an under reporting penalty of up to $5,000. If the aforementioned fees, charges or any other costs are not paid by you within 15 days of receipt of the examination or audit report, we may withdraw from your bank account any monies owed by EFT. The foregoing remedies are in addition to all other remedies and rights we may have under applicable law.

11.8.4. We may, but are not obligated to, conduct mystery shopper programs. In the event we do conduct such a program, the calls made under the program may be monitored and recorded for record keeping, training, and quality assurance purposes.

12. 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.

13. TRANSFER OF INTEREST

13.1. We have the right to transfer or assign all or any part of our rights or obligations under this Agreement to any person or legal entity. With respect to any assignment which results in the subsequent performance by the assignee of all of our obligations under this Agreement, the assignee will expressly assume and agree to perform such obligations, and will become solely responsible for all of our obligations under this Agreement from the date of assignment. In addition, and without limitation to the foregoing, you expressly affirm and agree that we may sell our assets, the Proprietary Marks, or the System; may sell our securities in a public offering or in a private placement; may permit and participate in any transfer or distribution of our securities in connection with a spin-off; may merge, acquire other corporations, or be acquired by another corporation; and may undertake a financing, recapitalization, leveraged buy-out, or other economic, or financial reorganization, or restructuring.

13.2. You understand and acknowledge your rights and duties are personal, and that we have granted this franchise in reliance on your or your owner(s)' business skills, financial capacity, and personal character. Accordingly, you, any immediate or remote successor to any part of your interest in this Agreement, or any individual or legal entity, which directly or indirectly owns any interest in you, will not, without our prior written consent, sell, assign, transfer, convey, give

away, pledge, mortgage, or otherwise encumber: (i) any direct or indirect interest in the rights granted in this Agreement; (ii) any direct or indirect interest, which would effect a change of control now or in the future, or, (iii) all, or substantially all, of the assets of your Franchised Business. Any assignment or transfer, whether purported or actual, by operation of law or otherwise, not having our written consent, as required by this Section, will be null and void and will constitute a material breach of this Agreement, for which we may then terminate without an opportunity to cure pursuant to Section 14.2.

13.3. We will not unreasonably withhold our consent to a transfer when required under Section 13 provided, however, that we will have the right to require any or all of the following as conditions of our consent:

13.3.1. All of your accrued monetary obligations, and all other outstanding obligations to us and our affiliates, and to all of your suppliers and vendors, must be satisfied;

13.3.2. You and we execute a release, in a form prescribed by us, of any and all claims which you may have against us, and our affiliates, and any respective shareholders, directors, employees, and agents in their corporate and individual capacities, in law and/or in equity;

13.3.3. The transferee must attend an in-person evaluation at a location we designate;

13.3.4. The transferee will execute our then-current standard form franchise agreement and related documents, including, but not limited to, our then-current form of any owner's agreement or other guaranty, then being offered to new franchisees, which agreement will supersede this Agreement in all respects and the terms of which agreement may differ materially from this Agreement and may be less favorable to the transferee;

13.3.5. The transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as we may request) will demonstrate to our satisfaction that the transferee meets our educational, managerial, and business standards; possesses (or, if applicable, its principals' possess) a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the Franchised Business, as may be evidenced by prior related business experience or otherwise; and has adequate financial resources and capital to operate the Franchised Business;

13.3.6. You, or the transferee, at your, or its expense, will, within the time we specify, upgrade, modify, renovate, and/or remodel the Franchised Business premises to conform to the then-current standards and specifications of the System;

13.3.7. The transferee must attend, and successfully complete, our Initial Training Program;

13.3.8. You will pay a $15,000 fee ("Transfer Fee") if the transfer involves 50% or more change in ownership. If the transfer involves less than a 50% change of ownership, the transfer fee will be calculated based upon the percentage of ownership changed. This Transfer Fee is to reimburse us for our reasonable legal, accounting, management, training, and incidental expenses incurred in reviewing and approving the transfer, facilitating the transfer process, and providing such training to the transferee as we deem necessary.

13.3.9. You will pay any third-party sales broker fees, if applicable, incurred due to the sale or transfer of your Franchised Business;

13.3.10. You will not be in default of any provision of this Agreement, or any other agreement between you and us or our affiliates;

13.3.11. You will, at our request, prepare and furnish to the transferee and/or us such financial reports and other data relating to your Franchised Business, and its operations, as we deem reasonably necessary or appropriate, for the transferee and/or us, to evaluate your Franchised Business and the proposed transfer. You authorize us to confer with a proposed transferee and furnish the proposed transferee with information concerning your Franchised Business and the terms and conditions of the proposed transfer, and we may do so without any liability; and

13.3.12. You will not grant a security interest in the assets of your Franchised Business, unless the secured party agrees that if any default occurs by you under any documents related to the security interest, we will have the right and option to be substituted as obligor to the secured party and to cure any default of you, except, any acceleration of indebtedness due to your default, will be void.

13.4. Transfers made, absent the fulfillment of the above-stated conditions, will be null and void, and will constitute a material breach of this Franchise Agreement, for which we may then terminate this Agreement without affording you an opportunity to cure under Section 14.2.

13.5. Upon the death or mental incapacity of one of your owners with a controlling interest in your Franchised Business and this Agreement, the executor or administrator of the estate of such person, or the personal representative of such person, will transfer, within six (6) months after such death or mental incapacity, such interest to a third-party approved by us. Such transfers, including, without limitation, transfers by devise or inheritance, will be subject to the same conditions for transfer as provided in Section 13.3, as the case may be, including the payment of the Transfer Fee. However, with a transfer by devise or inheritance governed by Section 13.5, if the heirs or beneficiaries cannot meet the conditions in Section 13.3, the executor or administrator of the deceased will have a reasonable time to dispose of the deceased's interest in your Franchised Business, which disposition will 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 under Section 14.2.7.

13.6. Our consent to a transfer, which is the subject of this Section 13, will not constitute a waiver of any claims we may have against you, nor will it be deemed a waiver of our right to demand exact compliance with any of the terms hereof by the transferee.

13.7. If, for any reason, this Agreement is not terminated under Section 14, and this Agreement is assumed, or assignment of the same to any person or entity who has made a bona fide offer to accept an assignment of this Agreement is contemplated, under the United States Bankruptcy Code, then notice of such proposed assignment or assumption, setting forth: (i) the name and address of the proposed assignee; and (ii) all of the terms and conditions of the proposed assignment and assumption, will be given to us within twenty (20) days after receipt of such proposed assignee's offer to accept assignment of this Agreement, and, in any event, within ten (10) days prior to the date the application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption. We will have the prior right and option, to be exercised by notice given at any time prior to the effective date of such proposed assignment and assumption, to accept an assignment of this Agreement to us, upon the same terms and conditions and for the same consideration, if any, as in the bona fide offer made by the proposed assignee, less any brokerage commissions, which may be payable by you out of the consideration to be paid by such assignee for the assignment of this Agreement.

14. DEFAULT AND TERMINATION

14.1. You will be deemed in default of this Agreement, and all rights granted herein will automatically terminate without notice to you, if you become insolvent or make a general assignment for the benefit of creditors; or, if a petition in bankruptcy is filed by you, or such a petition is filed against and not opposed by you; or, if you are adjudicated as bankrupt or insolvent; or, if a bill in equity, or other proceeding to appoint a receiver of you, or other custodian for your business or assets, is filed and consented to by you; or, if 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; or, if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; or, if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed); or, if you are dissolved; or, if execution is levied against your business or property; or, if the real or personal property of your Franchised Business will be sold after levy thereupon by any sheriff, marshal, or constable.

14.2. Upon the occurrence of any of the following events, you will be deemed in default of this Agreement and 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 set forth under Section 20):

14.2.1. If your state or county of operation, at any time, revokes or suspends your any business license, if applicable;

14.2.2. If you, at any time, cease to operate, or abandon, your Franchised Business without receiving our prior express written consent, or otherwise forfeit the right to do, or transact business, in the jurisdiction where your Franchised Business is located; provided, however, that if through no fault of your own, the premises is damaged or destroyed, then you will have thirty (30) days to request our approval to relocate or reconstruct the premises, which approval will not be unreasonably withheld;

14.2.3. If you, or any officer, director, or partner of you, is convicted of a felony, a crime or offense involving moral turpitude, or engage in conduct that, at our reasonable judgment, is morally offensive to community standards, and is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or our interest therein;

14.2.4. If you, or any partner or shareholder in you, purports to transfer any rights or obligations under this Agreement, or any interest in you, or the assets of your Franchised Business, to any third-party without our prior written consent or notice, contrary to the terms of this Section;

14.2.5. If you fail to comply with the covenants in Section 16, or fail to deliver to us executed covenants required under Section 16.10;

14.2.6. If, contrary to the terms of Section 8, you or any principal of you, discloses or divulges any contents of the Manual or any Confidential Information;

14.2.7. If an approved transfer is not affected following death or mental incapacity as described in Section 13.5;

14.2.8. If you knowingly maintain false books or records, or knowingly submit any false reports to us;

14.2.9. If you, within two (2) years after curing a default under Section 14, commit a similar or different default, whether cured after notice;

14.2.10. If you fail to achieve and maintain the minimum performance requirements as stated under Section 5;

14.2.11. If you fail to complete the Initial Training within four months of the Contract Date of this Agreement;

14.2.12. If you do not pay any monies owing to us, our affiliates, or your suppliers, when payment is required;

14.2.13. If you, or any principal of you, has made any material misrepresentation in connection with your application to us for the franchise granted under this Agreement;

14.2.14. If you understate any payment to us by two (2%) percent or more, or understate any payment to us in any amount twice in any two (2) year period;

14.2.15. If you fail to obtain or maintain required insurance coverage;

14.2.16. If you fail to obtain or maintain the required staffing;

14.2.17. If you, without receiving our prior express written consent, fail to attend and successfully complete any required training as specified in Sections 4 and 5, or fail to attend our Annual Meetings for franchisees as specified in Section 5;

14.2.18. If you, or any affiliate, commit any act of default under any agreement with us for which such agreement is terminated, except this provision will not apply to a default by you, or any affiliate, under any development agreement;

14.2.19. If your assets, property, or interests are "blocked" under any Anti-Terrorism Law or Anti-Bribery Law, or if you are otherwise in violation of any such law;

14.2.20. If you establish, or use, a website domain, as defined in Section 11., without our prior written approval.

14.3. Except as provided in Section 14.1 and Section 14.2, you will have thirty (30) days after we provide written notice of default (in the manner specified in Section 20) to remedy the default and to provide us with evidence of such remedy. If any such default is not cured within such time, or such longer period as applicable law may require, we may terminate this Agreement effective immediately upon our notice to you. You will be in default of this Agreement for any failure substantially to comply with any of the requirements imposed by this Agreement, including requirements set forth in the Manual, as they may from time to time be supplemented in writing, or to carry out the terms of this Agreement in good faith. If you are in default of any provisions of this Agreement, in addition to the rights listed in this Section, we may, at our option, suspend all of our obligations under this Agreement until such defaults have been cured or until the Agreement has been terminated.

14.4. No endorsement or statement on any form of payment of any sum less than the full sum due to us will be construed as an acknowledgment of payment in full or an accord and satisfaction, and we may accept and cash such check or payment without prejudice to our right to recover the balance due or pursue any other remedy in this Agreement or by law. We may apply any payments made by you against any past due indebtedness of you as we may see fit. We may set

off any amounts owed by you to us against any payment due to you under this Agreement and may, at our option, pay your trade creditors out of any sum otherwise due to you.

14.5. In the event of any default of this Agreement by you, all of our costs and expenses arising from such default, including reasonable legal fees and reasonable hourly charges of our administrative employees, will be paid to us by you within five (5) days after cure or upon demand by us, if such default is not cured.

14.6. If any other franchise agreement or any other agreement between you and us is terminated, termination will be effective on the date that the other agreement is terminated unless we notice you otherwise.

15. OBLIGATIONS UPON TERMINATION OR EXPIRATION

15.1. You must follow any procedures established by us to ensure the expiration of this Agreement creates the least disruption possible to the System, including those procedures set forth in the Manual.

15.2. Upon termination or expiration of this Agreement, all rights granted to you under this Agreement will immediately terminate and:

15.2.1. You will immediately cease to operate your Franchised Business, and will not thereafter, directly or indirectly, represent to the public, or hold yourself out as a present or former Next Day Access franchisee;

15.2.2. You will immediately take any action required to cancel, terminate, or turn in, all licenses or vendor contracts you may have with any federal, state, or local agency;

15.2.3. You will immediately and permanently cease to use, in any manner whatsoever, any confidential methods, procedures, and techniques associated with the System, the Proprietary Marks, and all other proprietary marks and distinctive forms, slogans, signs, symbols, and devices associated with the System. You also will, at your expense, immediately remove all signs, slogans, symbols, distinctive forms, devices, and trade dress associated with the System, which are located at your Franchised Business or on your vehicle/s. If you fail to remove all signs, slogans, symbols, distinctive forms, devices, and trade dress associated with the System within a reasonable amount of time following termination, and we are forced to remove these items, you will reimburse us for the cost of removal. You agree not to sell, assign, transfer, convey, or give away any signs, slogans, symbols, distinctive forms, devices, trade dress, or other fixtures associated with the System, without our prior written consent;

15.2.4. You will take such action as may be necessary to cancel any assumed name or equivalent registration which contains the Proprietary Marks and you will furnish us with evidence satisfactory to us of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement;

15.2.5. You acknowledge that all telephone numbers, facsimile numbers, social media websites, Internet addresses, e-mail addresses and other e-communications (collectively "Identifiers") used in the operation of your Franchised Business constitute our assets, and upon termination or expiration of this Agreement, you will take such action within five (5) days to cancel or assign to us or our designee, as determined by us, all of your right, title, and interest in, and to such Identifiers, and will notify the telephone company and all listing agencies, of the termination or expiration of your right to use any Identifiers, and any

regular, classified, or other telephone directory listing associated with the Identifiers and to authorize a transfer of the same to, or at our direction. You agree to take all action required to cancel all assumed names or equivalent registrations related to your use of the Proprietary Marks. You acknowledge that we have the sole rights to, and interest in, all Identifiers used by you to promote your Franchised Business and/or associated with the Proprietary Marks. You hereby irrevocably appoint us with full power of substitution, as your true and lawful attorney-in-fact, which appointment is coupled with an interest to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing. You further appoint us to direct the telephone company, postal service, registrar, internet service provider, listing agency, website operator, or any other third-party to transfer such Identifiers to us or our designee. The telephone company, postal service, registrar, internet service provider, listing agency, website operator, or any other third-party may accept such direction by us pursuant to this Agreement as conclusive evidence of our rights to the Identifiers and our authority to direct their transfer;

15.2.6. You will promptly pay all sums owed to us and our affiliates. In the event of termination for any default by you, such sums will include all damages, costs, and expenses, including reasonable attorney fees, incurred by us as a result of your default, which obligation will give rise to and remain, until paid in full, a lien in favor of us against all of your personal property, furnishings, equipment, signs, and fixtures at your Approved Location at the time of default;

15.2.7. You will pay us any and all costs, and expenses, including reasonable attorney fees and related costs, incurred by us subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Section.; and

15.2.8. You will immediately return to us or, if in electronic format, permanently delete and/or destroy, all Confidential Information and proprietary information you have in your possession, including the Manual and any copies that may have been made by you, within five (5) business days of the termination or expiration of this Agreement. You will provide us proof of such deletion upon written request.

15.2.9. 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.

15.3. All your covenants, obligations, and agreements, which by their terms, or by reasonable implication, are to be performed, in whole or in part, after the termination or expiration of this Franchise Agreement, will survive such termination or expiration.

15.4. You will comply with the covenants contained in Section 16.

16. COVENANTS

16.1. You covenant that during the term of this Franchise Agreement, except as otherwise approved in writing by us, a principal of you will devote full time and best efforts to the management and operation of your Franchised Business.

16.2. You acknowledge you will receive valuable specialized training and confidential information, including, without limitation, information regarding the operational, sales, promotional,

marketing methods, and techniques from us. You covenant that during the term of this Franchise Agreement neither you nor any Owner, officer, director, or executive employee, will either directly or indirectly, except as otherwise approved in writing by us, for yourself, or through, on behalf of, or in conjunction with, any person, persons, or legal entity:

16.2.1. Directly or indirectly (including through an act of omission), divert, or attempt to divert, any business, or customer of your Franchised Business, to any competitor by inducement or otherwise, or do or perform any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System; and

16.2.2. Own, maintain, advise, operate, engage in, be employed by, make loans to, have any interest in or relationship or association with a Competitive Business which offers the same or similar products or services as those offered by your Franchised Business or the System.

16.3. You covenant that you will not, without our prior written consent, for a continuous, uninterrupted two (2) year period commencing upon the date of: (i) a transfer permitted under Section 13 of this Franchise Agreement; (ii) expiration of this Franchise Agreement; (iii) termination of this Franchise Agreement (regardless of the cause for termination); or (iv) a final decision of an arbitrator or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing events or with respect to enforcement of Section 16.3; either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person, persons, or legal entity (including legal entities which own, are owned by, or are under common ownership with you), own, maintain, advise, operate, engage in, lease to, be employed by, make loans to, or have any interest in or relationship or association with a Competitive Business which offers the same or similar products or services as those offered by your Franchised Business or the System, and which is located: (i) within the APR; (ii) within a seventy-five (75) mile radius of the APR; or (iii) within a seventy-five (75) mile radius of any other Franchised Business.

16.4. Section 16.2 and Section 16.3 will not apply to any ownership of less than five (5%) percent beneficial interest in the outstanding equity securities of any publicly-held corporation. As used in this Franchise Agreement, the term "publicly-held corporation" will be deemed to refer to a corporation which has securities that have been registered under the Securities Exchange Act of 1934.

16.5. The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Franchise Agreement. If all, or any portion of a covenant, in this Section 16 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an un-appealed final decision 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 permitted by law, as if the resulting covenant were separately stated in and made a part of this Section.

16.6. You agree and acknowledge that we have the right, at our sole discretion, to reduce the scope of any covenant or any portion thereof set forth in Section 16.2, Section 16.3, and Section 16.5 without your consent, effective immediately upon receipt by you of written notice of such reduction; and, you agree that you will comply immediately with any covenant as so modified, which will be fully enforceable notwithstanding the provisions of Section 22.

16.7. You expressly agree that the existence of any claims you may have against us, whether or not arising under this Franchise Agreement, will not constitute a defense to the enforcement by us of the covenants in this Section.

16.8. You acknowledge that your violation of the terms of this Section would result in irreparable injury to us, for which no adequate remedy at law may be available, and agree to pay all court costs and reasonable attorney fees incurred by us in obtaining any injunctive or other equitable or legal relief with respect to such conduct or action.

16.9. You will obtain execution of covenants similar to those set forth in this Section (including covenants applicable upon the termination of a person's relationship with you and covenants incorporating the terms of Section 15 of this Franchise Agreement, as modified to apply to an individual), from the following persons:

16.9.1. If you are one or more natural persons: (i) each and every key employee of yours ("key employee") means an employee that has operational responsibilities and/or markets on behalf of your Franchised Business and has access to client and referral information; (ii) each and every one of your spouses and each and every one of your children over the age of 18 who is involved in the operation of your Franchised Business;

16.9.2. If you are a partnership: (i) each and every partner (including each and every shareholder, member, officer, and/or director of each and every business entity that owns an interest of five percent (5%) or more in one or more of your partners); (ii) each and every key employee of yours; (iii) each any every partner's spouse and each and every partner's child over the age of 18 who has involvement in the operation of your Franchised Business;

16.9.3. If you are a limited liability company: (i) each and every member (including the shareholders, members, officers, and/or directors of each and every business entity that holds an interest of five percent (5%) or more in you or a member); (i) each and every one of your key employees; (iii) each and every member's spouse and each and every member's child over the age of 18 who has involvement in the operation of your Franchised Business; and

16.9.4. If you are a corporation: (i) each and every shareholder (including the shareholders, members, officers, and/or directors of each and every business entity that holds an interest of five percent (5%) or more in you or a member); (ii) each and every one of your key employees; (iii) each and every shareholder's spouse and each and every shareholder's child over the age of 18 who has involvement in the operation of your Franchised Business.

16.10. Every covenant required by this Section and its subsections will be in a form approved by us, including, without limitation, specific identification of us as a third-party beneficiary of such covenants with the independent right to enforce them (Please see Confidentiality Agreement).

17. YOU AS A CORPORATION OR LIMITED LIABILITY COMPANY

17.1. Except as otherwise approved in writing by us, if you are a corporation, you will: (i) confine your activities, and your governing documents will at all times provide your activities are confined, exclusively to operating your Franchised Business; (ii) maintain stop transfer instructions on your records against the transfer of any equity securities and will only issue securities upon the face of which a legend, in a form satisfactory to us, appears which references the transfer restrictions imposed by this Franchise Agreement; and (iii) maintain a current list of all owners of record, all beneficial owners of any class of voting stock of you, and all officers and directors, and furnish a list, and current contact information of each individual on said list, to us upon request. (See Addendum B – Corporation or LLC Information).

17.2. If you are a limited liability company or corporation, you will: (i) confine your activities exclusively to operating your Franchised Business; (ii) furnish us with your articles of

organization/articles of incorporation and operating agreement/bylaws/members agreement, and such other documents as we may reasonably request and any amendments thereto; (iii) prepare and furnish to us, upon request, a current list of all members and managers of your Franchised Business, along with each member's and manager's personal contact information or list of shareholders, officers, and board of directors; (iv) maintain stop transfer instructions on your records against the transfer of any equity securities and will only issue securities which bear a legend, in a form satisfactory to us, referencing the transfer restrictions imposed by this Franchise Agreement; and (v) maintain in your articles of organization, articles of incorporation, operating agreement, or bylaws, whichever creates legal enforceability, instructions preventing the addition of any new member, without our express written consent.

17.3. Guaranty and Assumption of Obligations.

17.3.1. Each present and future shareholder or member with a direct or indirect interest, and their respective spouses, will jointly and severally guarantee your performance of each and every provision of this Franchise Agreement, by executing the Guaranty and Assumption of Obligations in the form attached hereto.

17.3.2. The Guaranty and Assumption of Obligations completely and accurately describes all of your owners and their interests in your Franchised Business as of the Contract Date. You and your owners agree to sign and deliver to us, periodically or upon our request, revised versions of this document to reflect any permitted changes to the information previously in this document.

18. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

18.1. It is understood and agreed by the parties that this Franchise Agreement does not create a fiduciary relationship between them, that you will be an independent contractor, and, that nothing in this Franchise Agreement is intended to constitute either party, an agent, legal representative, subsidiary, joint venture, partner, employee, employer, joint employer, enterprise, or servant, of the other, for any purpose whatsoever.

18.2. You agree to inform each of your employees and contractors that you alone are their employer, and that we are not. You agree to explain to your employees and contractors the respective roles of a franchisor and franchisee and our relationship with you and your employees. You will use your legal name on all documents for use with employees and contractors, including but not limited to, employment applications, time cards, paychecks, and employment and independent contractor agreements, and will not use the Proprietary Marks on these documents.

18.3. During the term of this Franchise Agreement, you will hold yourself out to the public as an independent contractor operating the business pursuant to a franchise from us. You agree to take such action as may be necessary to do so, including, as set forth in Section 7., exhibiting a notice of that fact in a conspicuous place at your Approved Location. You further agree to state in all your advertisements and promotional materials (including business cards, order forms, and letterhead) that your Franchised Business is independently owned and operated, using language that we may specify from time to time. You will not hold yourself out as our agent, employee, or co-venturer.

18.4. You acknowledge and agree that you are not authorized to make any contract, agreement, warranty, or representation on our behalf, or to incur any debt or other obligation in our name, and that we will in no event assume liability for, or be deemed liable hereunder as a result of, any such action, nor will we be liable by reason of any act or omission of you in your conduct of your Franchise Business or for any claim or judgment arising therefrom against you or us.

18.5. You and each of your owners listed on the Guaranty and Assumption of Obligation that you will, at all times during the term and any renewal terms, and after the termination, or expiration of this Franchise Agreement, indemnify, defend, and hold harmless, to the fullest extent permitted by law, franchisor, its affiliates, and their respective shareholders, directors, officers, employees, agents, representatives, independent contractors, servants, successors, and assignees (the "Indemnified Parties") against, and to reimburse any one or more Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of your Franchised Business operation, the business you conduct under this Agreement, or your breach of this Franchise Agreement, including, without limitation: (i) those alleged to be found or to have been caused by the Indemnified Party's negligence, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by our gross negligence or willful misconduct in a final, un-appealable ruling issued by a court or arbitrator with competent jurisdiction; (ii) the infringement, alleged infringement or any other violation by you, your owners or principals of any patent, mark, copyright, or other proprietary right owned or controlled by third parties due to your unauthorized use of all or any portion of the Proprietary Marks and/or System; (iii) your, or your owners', violation, breach, or asserted violation of any federal, state, or local law, regulation, ruling or industry standard; (vi) any breach or conduct resulting in you breach of your obligations under Sections 1, 7, and/or 11 of this Agreement (and the playbooks, rules, manuals and guidelines referenced therein) and/or any other act or omission where you, or your owners may have engaged in libel, slander, or any other form of defamation; and (v) your employment or other contractual relationship with your employees, workers, managers, or independent contractors, including, but not limited to, any allegation, claim, finding, or ruling that we are an employer or joint employer of your employees. Your indemnification obligations do not extend to liabilities caused by our acts or omissions amounting to strict liability or fraud.

18.6. For purposes of this indemnification, "claims" include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it and agree to settlements or take any other remedial, corrective, or other actions, and such actions will affect your obligation to indemnify pursuant to this Section.

18.7. This indemnity will continue in full force and effect subsequent to and notwithstanding this Franchise Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third-party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully, a claim for indemnity under this Section. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover under this Section.

18.8. You will also pay all costs and expenses (including reasonable fees of attorneys and other engaged professionals) incurred by us in successfully enforcing, issuing notices of default, or obtaining any remedy arising from the breach of this Franchise Agreement. The existence of any claims, demands, or actions which you may have against us, whether arising from this Franchise Agreement or otherwise, will not constitute a defense to our enforcement of your, or any your owners, representations, warranties, covenants, agreements, or obligations herein.

19. APPROVALS AND WAIVERS

19.1. 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 Franchise Agreement, or by reason of any neglect, delay, or denial of any request related to this Franchise Agreement. No delay, waiver, omission, or forbearance on the part of us, to exercise any right, option, duty, or power arising out of this Franchise Agreement against you, or any other franchisee, or any breach or default by you, or by any other franchisee, of any of the terms, provisions, or covenants of this Franchise Agreement, and no custom or practice by the parties at variance with the terms hereof, will constitute a waiver by us to enforce any such right, option, or power as, against you, or as to a subsequent breach or default by you. Subsequent acceptance by us of any payments due to us under this Franchise Agreement will not be deemed to be a waiver by us of any preceding or succeeding breach by, or obligations of, you of any terms, covenants, or conditions of this Franchise Agreement. This provision may not apply to franchised businesses located in the State of Washington.

19.2. You hereby waive, to the fullest extent permitted by law, any right to, or claim for, any punitive, exemplary, incidental, indirect, special, consequential, or other damages (including, without limitation, loss of profits) against us, our affiliates, and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, in their corporate and individual capacities, arising out of any cause whatsoever (whether that cause is based on contract, negligence, strict liability, other tort or otherwise), and agrees that in the event of a dispute, you are limited to the recovery of any actual damages sustained by it. If any other term of this Franchise Agreement is found or determined to be unconscionable, or unenforceable for any reason, the foregoing provisions of waiver by agreement of punitive, exemplary, incidental, indirect, special, consequential, or other damages (including, without limitation, loss of profits) continues in full force and effect.

20. NOTICES AND PAYMENTS

20.1. All written notices, reports, and payments permitted, or required to be delivered by this Franchise Agreement, or the Manual, will be deemed delivered:

20.1.1. At the time delivered by hand;

20.1.2. At the time delivered via computer transmission provided that the recipient acknowledges receipt of such computer transmission, and, in the case of your royalty payments and contributions of the Fund, at the time we actually receive payment;

20.1.3. One (1) business day after transmission by facsimile or other electronic system if the sender has confirmation of successful transmission;

20.1.4. One (1) business day after being placed in the hands of a nationally recognized commercial courier service for next business day delivery; or

20.1.5. Three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid.

20.2. Notwithstanding the forgoing, any notice to you or us must be sent to the address specified on the signature page of this Franchise Agreement, although notice to you may also be sent to your Approved Location. We may change our address for notice by giving you notice of our new address.

20.3. Any required payment or report which we do not actually receive during regular business hours on the date due (or postmarked by postal authorities at least two (2) days before the date due) will be deemed delinquent.

21. ENTIRE AGREEMENT

21.1. This Franchise Agreement, together with the Manual, any written related agreements, any state addenda attached to the Franchise Disclosure Document, and any attachments hereto, constitute the entire and complete agreement between you and us concerning the subject matter hereof, and supersede any and all prior agreements. However, nothing in this Franchise Agreement or any related agreement is intended to disclaim our representations made in the Franchise Disclosure Document. Except for those permitted by this Franchise Agreement to be made unilaterally by us, including our right to modify the Manual and System, no amendment, change, or variance from this Franchise Agreement will be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

21.2. Service Line Enhancements. In the event we develop a new service line, product line, or revenue line (together referred to as "Service Line(s)), we may, in our sole discretion, and prior to you being authorized by us to provide said Service Line(s), require that you enter into a new amendment or agreement which may contain new terms and conditions.

22. SEVERABILITY AND CONSTRUCTION

22.1. Except as expressly provided to the contrary herein, each portion, section, part, term, and/or provision of this Franchise Agreement will be considered severable, and if, for any reason, any portion, section, part, term, and/or provision 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 will not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions hereof as may remain otherwise intelligible, and the latter will continue to be given full force and effect and bind the parties hereto, and the invalid portions, sections, parts, terms, and/or provisions will be deemed not to be a part hereof.

22.2. 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 hereof, that may result from striking from any of the provisions hereof, any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which we are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such court order.

22.3. Any provision or covenant of this Franchise Agreement which expressly or by its nature imposes obligations beyond the expiration or termination of this Franchise Agreement will survive such expiration or termination.

22.4. You acknowledge and agree that we have the right to enter into agreements with other franchisees that may contain provisions, conditions, and obligations that differ from those contained in this Franchise Agreement. The existence of different forms of agreements and the fact that existing or future franchisees may have different rights and obligations will not in any manner eliminate, modify, or affect the duties of the parties to this Franchise Agreement to comply with the terms of this Franchise Agreement.

23. DISPUTE RESOLUTION

23.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without reference to this state's conflict of laws principles.

23.2. Internal Dispute Resolution. You must first bring any claim or dispute between you and us to our management, after providing notice as set forth in Section 20 of this Agreement, and make every effort to resolve the dispute internally. You must exhaust this internal dispute resolution procedure before you may bring your dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

23.3. Mediation. At our option, all claims or disputes between Franchisee and Franchisor (or its affiliates) arising out of, or in any way relating to, this Agreement or any other agreement by and between Franchisee and Franchisor (or its affiliates), or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure sent forth in Section 23.2 above, will be submitted first to mediation to take place in Troy, Michigan at a location of Franchisor's choice, under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Franchisee must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify Franchisee as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. Franchisee may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor. Each party will bear its own cost of mediation and Franchisor and Franchisee will share mediator fees equally. This agreement to mediate will survive any termination or expiration of this Agreement. The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 23.3 if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (i) any federally protected intellectual property rights in the Proprietary Marks, the System, or in any Confidential Information or other confidential information; (ii) any of the restrictive covenants contained in this Agreement; and (iii) any of Franchisee's payment obligations under this Agreement.

23.4. Injunctive Relief. Franchisee acknowledges and agrees that irreparable harm could be caused to Franchisor by Franchisee's violation of certain provisions of this Agreement and, as such, in addition to any other relief available at law or equity, Franchisor shall be entitled to obtain in any court of competent jurisdiction, without bond, restraining orders or temporary or permanent injunctions in order to enforce, among other items, the provisions of this Agreement relating to: (i) Franchisee's use of the Proprietary Marks and Confidential Information (including any proprietary software used in connection with the Franchised Business); (ii) the in-term covenant not to compete, as well as any other violations of the restrictive covenants set forth in this Agreement; (iii) Franchisee's obligations on termination or expiration of this Agreement; (iv) disputes and controversies based on or arising under the Lanham Act, or otherwise involving the Proprietary Marks, as now or hereafter amended; (v) disputes and controversies involving enforcement of the Franchisor's rights with respect to confidentiality under this Agreement; and (vi) to prohibit any act or omission by Franchisee or its employees that constitutes a violation of applicable law, threatens Franchisor's franchise system or threatens other franchisees of

Franchisor. Franchisee's only remedy if such an injunction is entered will be the dissolution of the injunction, if appropriate, and Franchisee waives all damage claims if the injunction is wrongfully issued. This provision may not apply to franchised businesses located in the State of Washington.

23.5. Venue. Subject to Section 23.3 of this Agreement, the parties agree that any actions arising out of or related to this Agreement must be initiated and litigated to conclusion exclusively in the state court of general jurisdiction closest to Troy, Michigan, or, if appropriate, the United States District Court for the Eastern District of Michigan (unless settled by the parties after such action is initiated). Franchisee acknowledges that this Agreement has been entered into in the State of Michigan, and that Franchisee is to receive valuable and continuing services emanating from Franchisor's offices in Troy, Michigan, including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, Franchisee hereby irrevocably consents to the personal jurisdiction of the state and federal courts of Michigan as set forth in this Section.

23.6. Third Party Beneficiaries. Franchisor's officers, directors, shareholders, agents and/or employees are express third-party beneficiaries of the provisions of this Agreement, including the dispute resolution provisions set forth in this Section, each having authority to specifically enforce the right to mediate/arbitrate claims asserted against such person(s) by Franchisee.

23.7. Notice Requirement. As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, Franchisee must notify Franchisor within ninety (90) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.

23.8. No Withholding of Payments. Franchisee shall not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of Franchisor's alleged nonperformance or as an offset against any amount Franchisor or any of Franchisor's affiliates allegedly may owe Franchisee under this Agreement or any related agreements.

23.9. Limitation of Actions. Franchisee further agrees that no cause of action arising out of or under this Agreement may be maintained by Franchisee against Franchisor unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one year after the Franchisee becomes aware of facts or circumstances reasonably indicating that Franchisee may have a claim against Franchisor hereunder, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off. Franchisee hereby waives the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by Franchisor, including, without limitation, rescission of this Agreement, in any mediation, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder. This provision may not apply to franchised businesses located in the State of Washington.

23.10. Waiver of Punitive Damages. Franchisee hereby waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, that Franchisee's recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential

damages. Nothing in this Section or any other provision of this Agreement shall be construed to prevent Franchisor from claiming and obtaining expectation or consequential damages, including lost future royalties for the balance of the term of this Agreement if it is terminated due to Franchisee's default, which the parties agree and acknowledge Franchisor may claim under this Agreement.

23.11. WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR FRANCHISEE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES.

23.12. WAIVER OF CLASS ACTIONS. THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SALE OF THE FRANCHISED BUSINESS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN FRANCHISEE, FRANCHISEE'S GUARANTORS AND FRANCHISOR OR ITS AFFILIATES/OFFICERS/EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

23.13. Exclusive. No right or remedy conferred upon or reserved to us or you hereby are intended to be, nor will be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each will be cumulative of every other right or remedy.

23.14. Other Agreements. If any other franchise agreement, or any other agreement between us, or any of our affiliates and you, or any of your affiliates, is terminated, termination will be effective on the date that the other agreement is terminated, unless we provide notice to you otherwise.

23.15. We and you agree that the provisions of this Section will apply during the term of this Franchise Agreement and following the termination, expiration, or non-renewal of this Franchise Agreement.

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

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ day of _____, 20_____, by _____ (“Guarantor").

1. In consideration of, and as an inducement to, the Execution of that certain Franchise Agreement dated _____ (the "Agreement") by Next Day Access, LLC (the "Franchisor"), and with _____ a _____ corporation, each of the undersigned hereby personally and unconditionally (a) guarantees to Franchisor, and its successors and assigns, for the term of the Agreement and as provided in the Agreement, that ("Franchisee") will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions, or to engage or refrain from engaging in specific activities. Each of the undersigned waives: (i) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (ii) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed; (iii) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed; and (iv) any right he/she may have to require that an action be brought against Franchisee or any other person as a condition of liability.

2. Each of the undersigned consents and agrees that: (i) his/her direct and immediate liability under this guaranty will be joint and several; (ii) he/she will render any payment or performance required under the Agreement, upon demand, if Franchisee fails or refuses punctually to do so; (iii) liability will not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and (iv) liability will not be diminished, relieved, or otherwise affected by, any extension of time, credit, or other indulgence, which Franchisor may grant to Franchisee, or to any other person, including the acceptance of any partial payment or performance, or the compromise, or release of, any claims, none of which will in any way modify or amend this guaranty, which will be continuing and irrevocable during the Term of the Agreement.

3. Guarantor hereby consents and agrees that:

   3.1. Guarantor's liability under this undertaking will be direct, immediate, and independent of the liability of, and will be joint and several with, Franchisee and the other owners of the Franchise;

   3.2. Guarantor will render any payment or performance required under the Franchise Agreement, upon demand, if Franchisee fails or refuses punctually to do so;

   3.3. This undertaking will continue unchanged by the occurrence of any bankruptcy with respect to Franchisee, or any assignee or successor of Franchisee, or by any abandonment of the Franchise Agreement by a trustee of Franchisee. Neither the Guarantor’s obligations to make payment or render performance in accordance with the terms of this undertaking, nor any remedy for enforcement, will be impaired, modified, changed, released, or limited in any manner whatsoever by any impairment, modification, change, release, or limitation of the liability of Franchisee, or its estate in bankruptcy, or of any remedy for enforcement, resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency;

   3.4. Franchisor may proceed against Guarantor and Franchisee jointly and severally, or Franchisor may, at its option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against Franchisee. Guarantor hereby waives the defense of the statute of limitations in any action hereunder, or for the collection of, any indebtedness, or the performance of any obligation hereby guaranteed; and

3.5. Guarantor agrees to pay all reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection of amounts due pursuant to this undertaking or any negotiations relative to the obligations hereby guaranteed or in enforcing this undertaking against Guarantor.

IN WITNESS WHEREOF, each of the undersigned has affixed his/her signature on the same day and year as the Agreement was executed.

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

CONFIDENTIALITY AGREEMENT AND
ANCILLARY COVENANTS NOT TO COMPETE ("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. Except as otherwise approved in writing by Franchisor, I shall not, while in my position with the Franchisee, either directly or indirectly for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any other business that: (A) is substantially similar to the business then engaged or being promoted in by Next Day Access businesses; or (B) provides any sort of services as defined as Approved Services in the Franchise Agreement (collectively, a "Competing Business"); or (C) offers or grants licenses or franchises, or establishes joint ventures, for the ownership or operation of a Competing Business.

8. 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:

    8.1. Own, maintain, operate, engage in, act as a consultant for, be employed by, perform services for, or have any interest in any Competitive Business within the APR (as that term is defined in the Franchise Agreement); or within a seventy-five (75) mile radius of any other Next Day Access Business that is open or otherwise under development as of the date this Agreement expires or is terminated;

    8.2. 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.

    8.3. 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 8 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

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

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

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

FRANCHISEE:
_____
_____

By: _____
Title: _____

_____

_____

INDIVIDUAL:

_____

ADDENDUM A
TO THE FRANCHISE AGREEMENT

AREA OF PRIMARY RESPONSIBILITY

TO THAT CERTAIN
NEXT DAY ACCESS FRANCHISE AGREEMENT
BY AND BETWEEN NEXT DAY ACCESS, LLC
AND _____
DATED _____, 20_____
(the "Franchise Agreement")

1. APR. You agree that the Franchised Business and its Approved Location must be centrally located in the following United States Postal Service ("USPS") Zip Codes:

   _____

2. Demographic Changes within the APR. You understand that over the term of the Franchise Agreement, the number of USPS Zip Codes and population within your APR may change which may result in your APR either gaining or losing some or all of these underlying demographics. However, we will attempt to work with you to minimize the impact of such a change.

3. Franchised Business Opening. You agree to complete the development of the Franchised Business and open the Franchised Business to the public per the terms and conditions of Section 5 of the Franchise Agreement.

4. Defined Terms. All capitalized or initial capitalized terms contained in this Addendum A and not defined in this Addendum have the same meaning as ascribed to them in the Franchise Agreement.

5. In accordance with Next Day Access, LLC standardization requirement, you will establish the "Doing Business As" (DBA) name of Next Day Access - _____.

   We reserve the right to change your "Doing Business As" (DBA) designation in order to align it to any new processes or operating standards.

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

ADDENDUM B
TO THE FRANCHISE AGREEMENT

CORPORATION OR L.L.C. INFORMATION

If the Franchisee is a corporation or limited liability company ("L.L.C.") the following information is required:

NAME OF CORPORATION OR L.L.C.: _____

ADDRESS OR LOCATION OF PRINCIPAL OFFICE OR PLACE OF BUSINESS: _____ Telephone (____) _____

STATE OF INCORPORATION OR ORGANIZATION:_____

If incorporated or organized under the laws of a state other than where it will carry on the franchised business, the corporation or L.L.C. will provide to Franchisor a certification of qualification or authority to do business in the state of operation, dated no more than 30 days prior to the execution of the Franchise Agreement.

The receipt of the above and the following information is a condition precedent to any obligation of the Franchisor in regard to the Franchise Agreement.

ATTACHMENTS:

a) Certified copy of your Articles of Incorporation or Articles of Organization and a copy of the entity's by-laws or operating agreement, as the case may be, certified by an officer or member and all amendments thereto and restatements thereof, duly certified by the Secretary of State (of the state in which it is incorporated or organized) dated no more than 30 days prior to the execution of the Franchise Agreement.
b) Certificate of good standing or due organization of the corporation or L.L.C. from the Secretary of State under the same conditions as a) above.
c) A listing of names and addresses of all stockholders or members, officers and directors of the corporation or L.L.C. with the amount of stock or membership interest owned by each stockholder.
d) A certified resolution by the board of directors or members authorizing the corporation or L.L.C. to enter into the Franchise Agreement with Next Day Access, LLC and designating the name of the officer authorized to execute the Franchise Agreement on behalf of the corporation or L.L.C.
e) A written personal guaranty in the form attached hereto from one or more of the members, officers, directors or managers of the corporation, as determined by Franchisor, providing for the personal guaranty of all of the obligations of the Franchisee under the Franchise Agreement.
f) A written document stating the name of the member, officer, director, or other principal responsible for the day-to-day operation of the Franchised Business.

Submitted this_____day of _____, 20_____.

ADDENDUM C
TO THE FRANCHISE AGREEMENT

ELECTRONIC FUNDS TRANSFER

Authorization Agreement for Electronic Funds Transfer Via The Automated Clearing House (ACH)

Company Name _____

I (we) hereby authorize Next Day Access, LLC, hereinafter called COMPANY, to initiate debit entries to my (our):

☐ Checking Account ☐ Savings Account

This is indicated below and the depository named below, hereinafter called DEPOSITORY, to debit same to such account.

Depository Name: _____

Branch: _____

City: _____ State: _____ Zip Code: _____

Transit/ABA Number: _____

Account Number: _____

This authority is to remain in full force and effect until COMPANY and DEPOSITORY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name: _____ Date: _____

Signature: _____

Name: _____ Date: _____

Signature: _____

ADDENDUM D
TO THE FRANCHISE AGREEMENT

SAMPLE CONVERSION ADDENDUM

This Conversion Addendum to the Franchise Agreement ("Conversion Addendum"), dated as of the Contract Date of the Franchise Agreement is attached to and made part of the Franchise Agreement, by and between **Next Day Access, LLC**, (the "Franchisor") and _____ formed and operating under the laws of the State of _____, and _____, an individual (the "Franchisee") for the purpose of modifying and amending the terms of the Franchise Agreement.

RECITALS

A. Prior to the Contract Date, Franchisee operated a standalone business (the "Standalone Business") that provides services dedicated to selling the personal property including, but not limited to, furniture, tools, jewelry, décor; move management services; and the provision of consignment sales for those who are downsizing, relocating or are deceased. ("Approved Services").

B. Franchisor has developed a program wherein certain Standalone Businesses may convert their Standalone Business to a Franchised Business in order to operate under Franchisor's Proprietary Marks and reap the benefits of participating in the System (the "Conversion Program.")

The Parties agree:

1. Any term defined in the Franchise Agreement which is not defined in this Conversion Addendum will be ascribed the meaning given to it in the Franchise Agreement.

2. In the event of a conflict between the terms of the Franchise Agreement and the terms of this Conversion Addendum, the terms of this Conversion Addendum will control.

3. Except as specifically modified by this Conversion Addendum, all terms of the Franchise Agreement are in full force and effect.

4. Franchisee represents and warrants to Franchisor that all balance sheets, income statements and other financial information that Franchisee furnished to Franchisor to determine the total gross revenue of Franchisee's Standalone Business are accurate and correct in all material respects. Franchisee acknowledges that Franchisor has relied upon such information as provided by Franchisee in determining Franchisee's qualification for the Conversion Program evidenced by this Conversion Addendum.

5. Royalty Calculation. During the term of the Franchise Agreement, you will pay us the following non-refundable, monthly Royalty Fee via EFT.

ROYALTY FEE CALCULATION	
TIME PERIOD	**MONTHLY ROYALTY FEE**

*Minimum performance will be determined by Franchisor prior to execution of the Franchise Agreement and based on Franchisee's then-current annualized gross sales.

6. During the term of our Franchise Agreement, the National Advertising Fee for a Conversion Franchise will the same as those of a new franchisee.

7. This Conversion Addendum, together with the Franchise Agreement to which it is attached, constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be further modified or amended except in a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Conversion Addendum to be effective as of the Contract Date.

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

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

FRANCHISEE:
_____
_____

By: _____
Title: _____

_____ _____

ADDENDUM E

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 limited liability company with an address at 900 Wilshire Drive, Suite 102, Troy, MI 48084 ("Franchisor").

BACKGROUND

A. Franchisor grants franchises for the operation of Next Day Access (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 [Insert Territory Description], 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 [Method of Loan] loan or [Insert Length of Time] 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**. Michigan law governs this Agreement. Jurisdiction and venue for any claims involving this Agreement is exclusively in the courts of Michigan. 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: _____

_____

ADDENDUM F
TO THE FRANCHISE AGREEMENT

SAMPLE PROMISSORY NOTE

$[AMOUNT] Date: [INSERT]

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 Tennessee 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 of 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

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.

1. 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.

2. **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.

2. **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 Michigan without regard to conflict of law provisions and is performable in Oakland County, Michigan. Obligor consents to the exclusive jurisdiction of a Michigan state court located in Oakland County, Michigan or the United States District Court for the Eastern District of Michigan for actions arising out of or related to this Note.

3. **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.

4. **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 Michigan 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.

5. **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.

6. **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.

7. **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.

8. **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:
Next Day Access, LLC
A Tennessee Limited Liability Company

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

OLBIGOR:

_____
_____

By: _____
Title: _____

_____

As Individuals;

_____

_____

_____

ADDENDUM G
TO THE FRANCHISE AGREEMENT

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 Michigan 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 Michigan without giving effect to any choice or conflict of law provision or rule. Debtor hereby consents to the exclusive jurisdiction of a Michigan state court located in Oakland

County, Michigan or the United States District Court of the Eastern District of Michigan 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:	**SECURED PARTY:**
_____	Next Day Access, LLC
_____	A Tennessee Limited Liability Company
By: _____	Stephen D. Greenwald
Title: _____	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

SAMPLE GENERAL 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:

9. **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.

10. **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.

11. **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.

12. **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.

13. **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 Michigan.

    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:
Next Day Access, LLC
A Tennessee Limited Liability Company

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

FRANCHISEE:

By: _____
Title: _____

EXHIBIT C

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
California	Commissioner of Financial Protection and Innovation 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)	State of New York Office of the Attorney General Division of Economic Justice Investor Protection Bureau	28 Liberty St. New York, NY 10005 212-416-8222
New York (Agent)	Secretary of State for New York	99 Washington Ave. 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
South Dakota	Department of Labor and Regulation Division of Securities	124 S. Euclid Suite 104 Pierre, SD 57501

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
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 41200 Olympia, WA 98504-1200 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

POWER OF ATTORNEY – TELEPHONE AND INTERNET

STATE OF MICHIGAN

COUNTY OF OAKLAND

KNOW ALL MEN BY THESE PRESENTS

That _____ ("Franchisee") irrevocably constitutes and appoints Next Day Access, LLC a Tennessee limited liability company ("Franchisor"), true and lawful attorney-in-fact and agent for Franchisee and in Franchisee's name, place and stead, to do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept, record and file all agreements, certificates, instruments and documents as, in the sole discretion of Franchisor, is necessary or advisable for the sole purpose of assigning to Franchisor all of Franchisee's right, title and interest in and to any and all telephone numbers of Franchisee's franchise and all related Yellow Pages, White Pages, internet listings, networking media sites and other business listings including, but not limited to, the execution and delivery of any Transfer of Service Agreement and any other transfer documentation required by the applicable telephone or internet service company providing services to Franchisee, and grants to Franchisor full power and authority to do and perform all acts and things which, in the sole discretion of Franchisor, are necessary or advisable to be done as fully to all intents and purposes as Franchisee might or could itself do, ratifying and confirming all that Franchisor may lawfully do or cause to be done by virtue of this Power of Attorney and powers granted.

During the term of this Power of Attorney and regardless of whether Franchisee has designated any other person to act as its attorney-in-fact and agent, no person, firm or corporation dealing with Franchisor is required to ascertain the authority of Franchisor, nor to see to the performance of the agency, nor be responsible in any way for the proper application of funds or property paid or delivered to Franchisor. Any person, firm or corporation dealing with Franchisor is fully protected in acting and relying on a certificate of Franchisor that this Power of Attorney on the date of the certificate has not been revoked and is in full force and effect, and Franchisee must not take any action against any person, firm or corporation acting in reliance on a certificate or a copy of this Power of Attorney. Any document executed on behalf of Franchisee by Franchisor is deemed to include a certificate on the part of Franchisor, whether or not expressed. This paragraph shall survive any termination of this Power of Attorney.

This Power of Attorney terminates two (2) years following the expiration or termination of the Franchise Agreement dated _____by and between Franchisor and Franchisee. The termination, however, does not affect the validity of any act or deed that Franchisor may have affected before that date pursuant to the power granted.

This instrument is to be construed and interpreted as an irrevocable power of attorney coupled with an interest. It is executed and delivered in the State of Michigan and the laws of the State of Michigan govern all questions as to the validity of this Power of Attorney and construction of its provisions.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney as of _____, 20_____.

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

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

FRANCHISEE:
_____
_____

By: _____
Title: _____

_____ _____

EXHIBIT E

NEXT DAY ACCESS FRANCHISE LOCATIONS
As of December 31, 2024

NAME	ADDRESS	PHONE	EMAIL	TERRITORY
ALABAMA				
Amy and Scott Riley	12585 Old Highway 280, Suite 107, Chelsea, AL 35043	205-578-7676	ariley@nextdayaccess.com sriley@nextdayaccess.com	Birmingham
ARIZONA				
April Kirk, Dominic D'Arpino, Carl Loge, and Chris Bakalars (2 territories)	2520 N. Rising Star Trail, Tucson, AZ 85745	833-707-7267	dddarpino@nextdayaccess.com	Mesa, Gilbert, Phoenix, Tucson
CALIFORNIA				
Roslyn and Bruce Patterson (3 territories)	9692 Via Excelencia, Suite 101, San Diego, CA 92126	982-582-7366	rpatterson@nextdayaccess.com bpatterson@nextdayaccess.com	Oceanside, San Diego
Eric and Kathy Smith (5 territories)	700 N. Valley St. B, Anaheim, CA 92801	714-240-0562	esmith@nextdayaccess.com	Orange County, Long Beach, Los Angeles, Riverside and San Bernardino
COLORADO				
David Beiner	4756 N. Chestnut St., Colorado Springs, CO 80907	719-259-1135	dbeiner@nextdayaccess.com	Colorado Springs
James Carrick	10949 E. Peakview Ave., Englewood, CO 80111	303-747-4787	jcarrick@nextdayaccess.com	Denver - South
FLORIDA				
Geri Castaldo	16601 Lyons Rd., Suite C-10, Coconut Creek, FL 33073	561-546-3396	gcastaldo@nextdayaccess.com	Boca Raton
Drew Jolly	4935 State Road 207, Elkton, FL 32033	850-519-1986	djolly@nextdayaccess.com	Jacksonville, Gainesville
Josh Kearns	5187 Shadowlawn Ave, #118, Tampa FL 33610	863-777-9867	jkearns@nextdayaccess.com	Tampa
GEORGIA				
John and Johanna Sullivan	5085 Hampton Farms Dr.,	770-884-8485	jsullivan@nextdayaccess.com	Atlanta Metro North
IDAHO				

NAME	ADDRESS	PHONE	EMAIL	TERRITORY
Julie and Zachary Springer and Ralph Fullmer	9050 W. Overland Rd., Suite 210, Boise, ID 83709	208-540-9873	jspringer@nextdayaccess.com zspringer@nextdayaccess.com	Boise
ILLINOIS				
Sakher Almakhamreh (2 territories)	15930 South 75th Ct., Suite 300, Tinley Park, IL 30477	708-620-8192	salmakhamreh@nextdayaccess.com	Naperville, Wheaton, Chicago – Oak Brook
INDIANA				
Garrett Brown	7168 Zionsville Rd, Indianapolis, IN 46268	317-669-7135	gbrown@nextdayaccess.com	Indianapolis – North
IOWA				
Marianne Kramer	8003 Douglas Ave., Urbandale, IA 50322	515-318-2059	mkramer@nextdayaccess.com	Des Moines
MASSACHUSETTS				
David Gunzburger	5PO Box 222 Wilmington, MA 01887	617-281-7988	dgunzburger@nextdayaccess.com	Boston
MICHIGAN				
Heather Head	PO Box 22, Newport, MI 48166	313-444-3583	hhead@nextdayaccess.com	Detroit
MINNESOTA				
Chris Baklars and Carl Loge, and Mike Loge	8718 Monticello Ln. N. Maple Grove, MN 55369	888-742-7267	cbaklars@nextdayaccess.com cloge@nextdayaccess.com	Minneapolis
MISSOURI				
Brian Liberman	1503 S. Kingshighway Blvd., St. Louis, MO 63110	314-710-2158	bliberman@nextdayaccess.com	St. Louis
April Springer, Chris Bakalars, and Carl Loge	15406 N. Industrial Dr., Independence MO 64058	763-308-8652	aspringer@nextdayaccess.com cbakalars@nextdayaccess.com cloge@nextdayaccess.com	Kansas City
NEW YORK				
Todd Rudley	15 Bank St., White Plains, NY 10606	914-319-2623	trudley@nextdayaccess.com	Westchester, Fairfield
NORTH CAROLINA				
BJason Williamson and Robert Williams (2 territories)	5640 Clyde Farrell Rd., Apex, NC 27523	9919-427-5973	jwilliamson@nextdayaccess.com rwilliams@nextdayaccess.com	Wilmington, Fayetteville, Raleigh, Durham

NAME	ADDRESS	PHONE	EMAIL	TERRITORY
OHIO				
Scott and Debbie Lipps	303 Conover Drive. Franklin, OH 45005	937-746-4788	slipps@nextdayaccess.com	Central Ohio
Jeffrey and Jeremy Rowe	7944 Central Ave., Unit 3 & 4, Toledo, OH 43617	567-202-9001	jrowe@nextdayaccess.com	NW Ohio
Todd Vesco	3828 Heron Watch Dr., Akron, OH 44319	330-701-5877	tvesco@nextdayaccess.com	NE Ohio
OKLAHOMA				
David and Angelia Goss	213012 Hwy 9A, Maud, OK 74854	405-928-6238	dgoss@nextdayaccess.com agoss@nextdayacces.com	Oklahoma City
PENNSYLVANIA				
Shawn Caulfield	7441 Allentown Rd., Harrisburg, PA 17112	717-884-0893	scaulfield@nextdayaccess.com	Harrisburg
Carl Loge and Chris Bakalars	1980 Spruce Hollow Rd., Homer City, PA 15748	877-882-7267	cloge@nextdayaccess.com cbakalars@nextdayaccess.com	Pittsburgh
TENNESSEE				
Dave Clark and Josiah Tillett (2 territories)	8701 Unicorn Dr., Suite 308, Knoxville, TN 37923	865-297-6034	dclark@nextdayaccess.com	Memphis, Knoxville
John King	1740 Carney Winters Rd., Ashland City, TN 37015	615-933-3553	jking@nextdayaccess.com	Nashville
TEXAS				
Lesli and Brien Caldwell	1922 Choate Pkwy Suite 101, Celina, TX 75009	469-361-3300	bcaldwell@nextdayaccess.com	Dallas - North
Staci Gonzalez and Eric Smith	12051 Starcrest Dr., San Antonio TX 78247	210-281-5743	sgonzalez@nextdayaccess.com esmith@nextdayaccess.com	San Antonio
Dave Rice (3 territories)	4653 Nall Rd, Suite 33, Farmers Branch, TX 75244	214-257-8291	drice@nextdayacces.com	Dallas – North, Fort Worth, Dallas – Central
Brian Week (2 territories)	21621 Rhodes Rd., Suite H, Spring, TX 77388	731-344-0031	bweek@nextdayaccess.com	Katy, N. Houston
UTAH				
Jerry Gearheart	2777 S. 300 W., Salt Lake City, UT 84115	801-263-3180	jgearheart@nextdayaccess.com	Salt Lake City

NAME	ADDRESS	PHONE	EMAIL	TERRITORY
VIRGINIA				
Jesse Henby	3903 Castlewood Rd., Richmond, VA 23112	804-486-7267	jhenby@nextdayaccess.com	Richmond
Ray Patel, Joseph Yu, and Justin Nunes	45681 Oakbrook Ct., Unit 110, Sterling VA 20166	703-854-0001	rpatel@nextdayaccess.com jyu@nextdayaccess.com jnunes@nextdayaccess.com	Fairfax

OPEN
SIGNED AGREEMENTS BUT NOT YET OPEN
As of December 31, 2024

NAME	ADDRESS	PHONE	EMAIL	TERRITORY
FLORIDA				
Jamie and Amy Powell (2 territories)	310 N. Wickham Rd., #120, Melbourne, FL 32935	321-507-5333	jpowell@nextdayaccess.com	Melbourne, Port St. Lucie
GEORGIA				
Steven Bush and Salvatore Massaro (3 territories)	844 Morningcreek Dr., NW, Kennesaw, GA 30152	668-614-4555	sbush@nextdayaccess.com smassaro@nextdayaccess.com	Alpharetta, SW Atlanta, SE Atlanta
ILLINOIS				
Stephan and Jennifer Nolan	28835 N. Herky Dr., Suite 101, Lake Bluff, IL 60011	224-328-2482	snolan@nextdayaccess.com jnolan@nextdayaccess.com	North and NW Suburbs
INDIANA				
Joe and Macy Coletti	50891 Sturbridge Dr., Granger, IN 46530	574-315-8562	jcoletti@nextdayaccess.com	Michiana
NEW HAMPSHIRE				
Devin Gunzburger	PO box 222, Wilmington, MA 01887	617-616-8553	dgunzburger@nextdayaccess.com	New Hampshire

EXHIBIT F

CONTACT INFORMATION FOR FORMER FRANCHISEES

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, 2024

NAME	ADDRESS	PHONE	EMAIL
NORTH CAROLINA			
Bret Tharp and Dennis Long	1150 Hungry Neck Rd., Suite C 360, Mt. Pleasant, SC 29464 2800 Raeford Rd., PO Box 87677, Fayetteville, NC 28304	910-386-8046	btharp@nextdayaccess.com dlong@nextdayaccess.com
SOUTH CAROLINA			
Bret Tharp and Dennis Long	1150 Hungry Neck Rd., Suite C 360, Mt. Pleasant, SC 29464 2800 Raeford Rd., PO Box 87677, Fayetteville, NC 28304	910-386-8046	btharp@nextdayaccess.com dlong@nextdayaccess.com

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

TRANSFERS
As of December 31, 2024

None

EXHIBIT G

STATE ADDENDA

HAWAII ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

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

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

The Hawaii Department of Commerce and Consumer Affairs has required us to defer payment of the initial franchise fee until the franchisor has completed its pre-opening obligations under the franchise agreement.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

"National Accounts" exist in this franchise system. The Franchisor reserves to right to establish, identify, negotiate the terms for, and service National Accounts within your Territory. The Franchisor or a third party designated by the Franchisor may provide products and services to a National Account within your territory with no compensation paid to you.

The Illinois Office of the Attorney General requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement except for certain ongoing fees such as the Field Service Software Fee and Google Workspace Fee, until the date that we begin providing such related services to you.

By reading this disclosure document, you are not agreeing to, acknowledging, or making any representations whatsoever to the Franchisor and its affiliates.

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 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:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois, provided that the Franchise Agreement may provide for arbitration in a forum outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act states that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

Financial Assurances. The Illinois Attorney General's Office has required, and we have obtained a surety bond due to our financial condition as reported in our Financial Statements.

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

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

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The Illinois Office of the Attorney General requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement except for certain ongoing fees such as the Field Service Software Fee and Google Workspace Fee, until the date that we begin providing such related services to you.

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

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

Item 5, Additional Disclosures:

> Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

Item 17, Additional Disclosures:

> Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).
>
> You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
>
> The general release required as a condition of renewal, sale and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

The franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 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:

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

Nothing in the Franchise Agreement prevents the franchisee from bringing a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Nothing in the Franchise Agreement operates to reduce the 3-year statute of limitations afforded to a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Further, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The Federal Bankruptcy laws may not allow the enforcement of the provisions for termination upon bankruptcy of the franchisee.

2. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

3. The franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

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

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

6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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:
Next Day Access, LLC
A Tennessee Limited Liability Company

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

FRANCHISEE:

By: _____
Title: _____

MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

State Cover Page and Item 17, Additional Disclosures:

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

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required.

Items 5 and 7:

The Minnesota Department of Commerce has required us to defer payment of the initial franchise fee until the franchisor has completed its pre-opening obligations under the franchise agreement.

Item 13, Additional Disclosures:

The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Item 17, Additional Disclosures:

Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

We will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5, which requires, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure), 180 days notice for nonrenewal of the Franchise Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.

The limitations of claims section must comply with Minn. Stat. Sec. 80C.17, subd. 5.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 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:

With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 4 which requires that except for certain specified cases, that franchisee be given 180 days' notice for non-renewal of this Franchise Agreement.

The Minnesota Department of Commerce requires that franchisor indemnify franchisees whose franchise is located in Minnesota against liability to third parties resulting from claims by third parties that the franchisee's use of franchisor's trademarks ("Marks") infringe upon the trademark rights of the third party. Franchisor does not indemnify against the consequences of a franchisee's use of franchisor's trademark but franchisor shall indemnify franchisee for claims against franchisee solely as it relates to franchisee's use of the Marks in accordance with the requirements of the Franchise Agreement and franchisor's standards. As a further condition to indemnification, the franchisee must provide notice to franchisor of any such claim immediately and tender the defense of the claim to franchisor. If franchisor accepts tender of defense, franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 3 which requires that except for certain specified cases, a franchisee be given 90 days' notice of termination (with 60 days to cure). Termination of the franchise by the franchisor shall be effective immediately upon receipt by franchisee of the notice of termination where its grounds for termination or cancellation are: (1) voluntary abandonment of the franchise relationship by the franchisee; (2) the conviction of the franchisee of an offense directly related to the business conducted according to the Franchise Agreement; or (3) failure of the franchisee to cure a default under the Franchise Agreement which materially impairs the goodwill associated with the franchisor's trade name, trademark, service mark, logo type or other commercial symbol after the franchisee has received written notice to cure of at least twenty-four (24) hours in advance thereof.

According to Minn. Stat. Sec. 80C.21 in Minnesota Rules or 2860.4400J, the terms of the Franchise Agreement shall not in any way abrogate or reduce your rights as provided for in Minn. Stat. 1984, Chapter 80C, including the right to submit certain matters to the jurisdiction of the courts of Minnesota. In addition, nothing in this Franchise Agreement shall abrogate or reduce any of franchisee's rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedy provided for by the laws of the State of Minnesota.

Any claims franchisee may have against the franchisor that have arisen under the Minnesota Franchise Laws shall be governed by the Minnesota Franchise Law.

The Franchise Agreement contains a waiver of jury trial provision. This provision may not be enforceable under Minnesota law.

Franchisee consents to the franchisor seeking injunctive relief without the necessity of showing actual or threatened harm. A court shall determine if a bond or other security is required.

The Franchise Agreement contains a liquidated damages provision. This provision may not be enforceable under Minnesota law.

Any action pursuant to Minnesota Statutes, Section 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

2. The Minnesota Department of Commerce has required us to defer payment of the initial franchise fee until the franchisor has completed its pre-opening obligations under the franchise agreement.

3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

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

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

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1. The following information is added to the cover page of the Franchise Disclosure Document:

   INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

Except as provided above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions other than routine litigation incidental to the business that is significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for a franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; this proviso intends that the nonwaiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by a franchisee": "You may terminate the agreement on any grounds available by law."

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum," and Item 17(w), titled "Choice of law":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchisee Questionnaires and Acknowledgements--No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

To the extent the New York General Business Law, Article 33, §§680 - 695 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:

Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Section 680 - 695 may not be enforceable.

Any provision in the Franchise Agreement requiring franchisee to sign a general release of claims against franchisor does not release any claim franchisee may have under New York General Business Law, Article 33, Sections 680-695.

The New York Franchise Law shall govern any claim arising under that law.

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

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

NORTH DAKOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

For franchises and franchisees subject to the North Dakota Franchise Investment Law, the following information replaces or supplements the corresponding disclosures in the main body of the text of the Next Day Access, LLC Franchise Disclosure Document and corresponding provisions of the Franchise Agreement:

Item 17.

The North Dakota Securities Commissioner has determined that it is unfair and inequitable under the North Dakota Franchise Investment Law to the franchisor to require the franchisee to sign a general release upon renewal of the Franchise Agreement. Therefore, the requirement that the franchisee signs a release upon renewal of the Franchise Agreement is deleted from Item 17(c), and any other place it appears in the Franchise Disclosure Document and the Franchise Agreement.

The Commissioner has determined that any requirement for franchisees to consent to termination or liquidated damages is unfair, unjust, and inequitable within the intent of the North Dakota Franchise Investment Law. Any references in the Disclosure Document requiring franchisees to consent to termination penalties or liquidated damages are deleted in Disclosure Document and Franchise Agreement.

Covenants not to compete such as those mentioned in Item 17 of the Franchise Disclosure Document and the Franchise Agreement are generally considered unenforceable in the State of North Dakota.

Under the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to the jurisdiction of courts outside North Dakota or to consent to the application of laws of a state other than North Dakota is void. Any mediation or arbitration will be held at a site agreeable to all parties. The laws of North Dakota will govern any dispute.

The Franchise Agreement includes a waiver of exemplary and punitive damages. That requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Franchise Disclosure Document and Franchise Agreement.

The Franchise Agreement requires franchisees to consent to a waiver of trial by jury. That requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Franchise Disclosure Document and Franchise Agreement.

The Franchise Disclosure Document and Franchise Agreement state that franchisees must consent to the jurisdiction of courts in the State of Michigan. That requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Franchise Disclosure Document and Franchise Agreement.

The Franchise Agreement requires franchisees to consent to a limitation of claims within one year. That requirement will not apply to North Dakota franchisees and, instead, the statute of limitations under North Dakota law will apply.

For North Dakota franchisees, the prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorneys' fees.

Based upon the franchisor's financial condition, the North Dakota Securities Department has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently, without reference to this Addendum to the Franchise Disclosure Document, and only to the extent such provision is a then valid requirement of the statute.

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

VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

Item 5, Additional Disclosures:

> The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement, or, for certain ongoing fees including the Technology Fee and Google Workspace Fee, until the date that we begin providing such related services to you.

Item 17, Additional Disclosures:

> Any provision in any of the contracts that you sign with us which provides for termination of the franchise upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et. seq.).
>
> "According to Section 13.1 – 564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 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:

> "According to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."
>
> "The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement, or, for certain ongoing fees including the Technology Fee and Google Workspace Fee, until the date that we begin providing such related services to you."

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

3. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other 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: Next Day Access, LLC A Tennessee Limited Liability Company	FRANCHISEE: _____ _____
By: Stephen D. Greenwald Title: In-house Counsel	By: _____ Title: _____
_____	_____

WASHINGTON ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws**. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights**. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation**. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. **General Release**. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial**. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees**. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee**. The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions**. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. **Fair and Reasonable Pricing**. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages**. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement**. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification**. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees**. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants**. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
15. **Nonsolicitation Agreements**. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.
16. **Questionnaires and Acknowledgments**. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
17. **Prohibitions on Communicating with Regulators**. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. **Advisory Regarding Franchise Brokers**. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.
19. The Washington Department of Financial Institutions requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement, or, for certain ongoing fees including the Client Management Software Fee, Technology Fee and Google Workspace Fee, until the date that we begin providing such related services to you.

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

WISCONSIN ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§553.01 – 553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§135.01 – 135.07 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

> For all franchisees residing in the State of Wisconsin, we will provide you at least 90 days' prior written notice of termination, cancellation or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation or substantial change in competitive circumstances and will provide that you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.
>
> For Wisconsin franchisees, Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract which is inconsistent with the Law.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

WISCONSIN ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§553.01 – 553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§135.01 – 135.07 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:

> To the extent any of the provisions regarding notice of termination or change in dealership are in conflict with Section 135.04 of the Wisconsin Fair Dealership Law, the Wisconsin law shall apply.

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

3. 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 D. Greenwald	By: _____
Title: In-house Counsel	Title: _____

_____

EXHIBIT H

State Effective Dates

The following states have franchise laws that 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
Florida	Effective
Hawaii	Pending Registration
Illinois	April 2, 2025
Indiana	April 1, 2025
Kentucky	Effective
Maryland	Pending Registration
Michigan	Effective
Minnesota	Pending Registration
Nebraska	Effective
New York	Not Registered
North Dakota	Pending Registration
Rhode Island	Pending Registration
South Dakota	Pending Registration
Texas	Effective
Utah	Effective
Virginia	Pending Registration
Washington	Pending Registration
Wisconsin	April 1, 2025

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.

EXHIBIT I

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

The Federal Trade Commission requires Next Day Access, LLC to provide this disclosure document to you fourteen (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.

In New York, New York law requires a franchisor to provide the franchise disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Next Day Access, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed in Exhibit C.

Franchise Seller: Next Day Access, LLC; 900 Wilshire Drive, Suite 102, Troy, MI 48084; 919-632-4902
Sellers: Janet Diaz: 900 Wilshire Drive, Suite 102, Troy, MI 48084; 913-632-4902
Mike Gardner: 900 Wilshire Drive, Suite 102, Troy, MI 48084; 913-632-4902
David Tarr: 900 Wilshire Drive, Suite 102, Troy, MI 48084; 913-632-4902

Date of Issuance: March 17, 2025

This disclosure document included the following Exhibits:

Exhibit A	Financial Statements
Exhibit B	Franchise Agreement
Exhibit C	State Administrators and Agents for Service of Process
Exhibit D	Power of Attorney – Telephone and Internet
Exhibit E	Sample Deposit Agreement
Exhibit F	Sample Release Agreement
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

PROSPECTIVE FRANCHISEE:

By: _____ By: _____

Print Name: _____ Print Name: _____

Date: _____ Date: _____

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

The Federal Trade Commission requires Next Day Access, LLC to provide this disclosure document to you fourteen (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.

In New York, New York law requires a franchisor to provide the franchise disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Next Day Access, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed in Exhibit C.

Franchise Seller: Next Day Access, LLC; 900 Wilshire Drive, Suite 102, Troy, MI 48084; 919-632-4902
Sellers: Janet Diaz: 900 Wilshire Drive, Suite 102, Troy, MI 48084; 919-632-4902
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Exhibit J	State Effective Dates
Exhibit K	Receipts

PROSPECTIVE FRANCHISEE:

By: _____ By: _____

Print Name: _____ Print Name: _____

Date: _____ Date: _____