

FRANCHISE DISCLOSURE DOCUMENT



Next Day Access, LLC
(a Tennessee Limited Liability Company)
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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,~~825~~ - \$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

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.

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 apparently 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 1 st 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.

Inventory

Additionally, you must purchase \$33,000 - \$68,500 of initial inventory from our approved suppliers.

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.

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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 \$0-2,999,999 of Gross Revenue.	On the 10th day following the close of every calendar month (Or as updated in operational manuals)	Funds must be received by the 10th of each month electronic transfer or Direct Deposit as described in the Franchise Agreement, or by any other method as we may specify in the Operations Manual or otherwise in writing.

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- <u>based on actual changes in our third-party provider's pricing.</u>
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 6 th 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-, <u>provided that we will not increase the fee by more than 15% annually.</u>

EVENT RELATED EXPENSES

TYPE OF FEES	AMOUNT	DUE DATE	REMARKS
Annual Conference Fee (Note 7)	Up to \$1,000 per person for the first	Upon event registration	Paid to us

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	Our affiliate, or our approved 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

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. ~~However, this will vary greatly by location.~~ 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 ~~our Affiliate American Access (at then current prices and subject to the then current terms and conditions) or from other~~the designated or approved supplier(s) we specify. ~~Currently, our Affiliate American Access is the only approved supplier of American Access Ramp products. You may not contract with other suppliers to purchase American Access Ramp products.~~

All equipment and products sold or offered for sale at the Next Day Access Business must meet our then-current standards and specifications, as established in the Operations Manual or otherwise in writing. Except as otherwise provided in the Franchise Agreement, you must purchase all equipment and products used or offered for sale at the Next Day Access Business for which we have established standards or specifications solely from approved suppliers (including distributors and other sources) which demonstrate, to our continuing reasonable satisfaction, the ability to meet our standards and specifications, and who have been approved by us in the Operations Manual or otherwise in writing. If you desire to purchase products from a party other than an approved supplier, you must submit to us a written request to approve the proposed products or suppliers, together with such evidence of conformity with our specifications as we may reasonably require. We have the right to require that our representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered for evaluation and testing either to us or to an independent testing facility we designate. You must pay a charge not to exceed the reasonable cost of the evaluation and testing. We will use our best efforts, within ninety (90) days after our receipt of such completed request and completion of such evaluation and testing (if required by us), to notify you in writing of our approval or disapproval of the proposed supplier. You may not sell or offer for sale any products of the proposed supplier until you receive our written approval of the proposed supplier. We may from time to time revoke our approval of particular products or suppliers when we determine that such products or suppliers no longer meet our standards. Upon receipt of written notice of such revocation, you must cease to sell any disapproved products and cease to purchase from any disapproved supplier.

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

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

GOODS/SERVICES	PERCENTAGE OF TOTAL INITIAL INVESTMENT	PERCENTAGE OF TOTAL ANNUAL OPERATING EXPENSES
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 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

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. ~~Our affiliate may provide you with certain opening inventory items. In addition, we~~We may provide you with lists of approved or designated suppliers for ~~other~~ 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).

TABLE 3 – STATUS OF FRANCHISED OUTLETS FOR YEARS 2022 TO 2024

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMINATIONS	NON-RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS – OTHER REASONS	OUTLETS AT END OF THE YEAR
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, ~~2023~~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, ~~2023~~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 ~~Next Day Access~~CFC Holding Company, LLC, the parent of our parent, Best Life Brands, LLC for fiscal years ~~ended December 31, 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 |

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. ~~You alone are responsible for compliance despite any advice or information that we may give you.~~

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.

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 ~~claim~~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~~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 ~~behalf of the Franchisor~~ 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:
Next Day Access, LLC
A Tennessee Limited Liability Company

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

FRANCHISEE:

By: _____
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:

~~The~~ Based upon the franchisor's financial condition, the Maryland Securities Commissioner requires us to defer payment of the ~~has required a financial assurance. Therefore, all~~ initial ~~franchise fees~~ and ~~other initial~~ payments owed by franchisees ~~to the franchisor~~ shall be deferred until the franchisor ~~has completed~~ completes 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:

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.

~~Acknowledgment Addendum:~~

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.

~~The representations under this Acknowledgment Addendum are not intended, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure 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 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.

3.1. 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.

4.2. ~~The Based upon the franchisor's financial condition, the~~ Maryland Securities Commissioner ~~requires us to defer payment of the~~ has required a financial assurance. Therefore, all initial franchise fee fees and other initial payments owed by franchisees to the franchisor shall be deferred until the franchisor ~~has completed~~ completes its pre-opening obligations under the franchise agreement ~~except, or,~~ for certain ongoing fees ~~such as including~~ the ~~Field Service Software~~ Technology Fee and Google Workspace Fee, until the date that we begin providing such related services to you.

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.~~

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

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

7.6. 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.

|

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	Pending Registration April 2, 2025
Indiana	Pending Registration April 1, 2025
Kentucky	Effective
Maryland	Pending Registration
Michigan	Effective
Minnesota	Pending Registration
Nebraska	Effective
New York	Pending Registration 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	Pending Registration 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.