

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 \$194,500 - \$412,900. 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).

The total investment necessary to develop two (2) or three (3) Next Day Access franchises is \$284,450 to \$678,800. This includes \$92,400 to \$200,900 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 (800) 423-0751.

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

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.

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, 2025, Blue Moon had 136 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, 2025, Boost had 3 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, 2025, CarePatrol had 215 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, 2025, ComForCare has 270 franchises in the U.S. and 19 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.~~

~~The Riverside Company, a global private equity firm focused on investing in and acquiring growing businesses, manages the investment funds that are the owner of CFC Holding Company. The Riverside Company maintains its principal business address at 45 Rockefeller Center, 630 Fifth Avenue, Suite 400, New York, NY 10111.~~

~~While there is no common control between Best Life Brands and the franchise platforms listed below and therefore are not considered affiliates required to be disclosed in Item 1, we disclose these franchise companies as The Riverside Company also manage various investment funds that own, in whole or in part, directly or indirectly, these other franchise companies.~~

EverSmith Brands

- 1 TOM Plumber Global LLC (“1 Tom”) has offered franchises under the Mark “1-Tom-Plumber” since October 2020. 1 Tom’s principal business address is 6700 Forum Drive, Suite 150, Orlando, FL 32821. A 1 Tom franchise offers emergency plumbing services and repairs at commercial and residential properties. As of December 31, 2025, 1 Tom had 56 franchises operating in the United States.
- 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, 2025, U.S. Lawns had 208 franchises operating in the United States.
- milliCare Franchising, LLC (“milliCare”) and its predecessors have offered franchises since January 2011. milliCare’s principal business address is 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, 2025, milliCare had 48 franchises operating in the United States and 9 international franchises.
- 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, 2025, Kitchen Guard had 38 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, 2025, Prism Specialties had 90 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, 2025, The Seals had 6 franchises operating in the United States.

Blue Moon Franchise Systems, LLC v. Woodley Corp and Jovan Woodley, an individual; Case No. 2026-220746-CB; State of Michigan, Circuit Court for the County of Oakland.

On or about February 5, 2026, Blue Moon filed suit against the Defendants, former franchisees of Blue Moon for breach of contract and failure to pay monies owed. At the time of this disclosure, the parties are attempting to settle the matter outside of court.

Blue Moon Franchise Systems, LLC v. Nyasha Namburi, an individual; Case No. 25CESC01188; Superior Court of California, County of Fresno

On or about October 22, 2025, Blue Moon filed suit against the Defendant, a former franchisee of Blue Moon for failure to pay monies owed. At the time of this disclosure, the case was dismissed without prejudice.

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

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

Applicable to CarePatrol Franchise Systems, LLC

CarePatrol Franchise Systems, LLC v. BP Senior Resources LLC and Bonnie and Lance Parker; Case No. CV2025-032829; In the Superior Court of the State of Arizona, Maricopa County

On or about September 10, 2025, CarePatrol filed suit against Defendants for breach of contract, breach of guaranty, breach of the non-compete, and the misappropriation of trade secrets under Arizona law. On or about February 20, 2026, the parties settled the matter wherein the Defendants were let out of the system by paying CarePatrol \$31,500 as well as agreeing to stop any form of competition or use of trade secrets.

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.

Applicable to ComForCare Franchise Systems, LLC

ComForCare Franchise Systems, LLC v. Quality In Home Care LLC and Bartosz and Ewa Balaz, individuals; Case No. 2025L013873; In the Circuit Court of Cook County; Illinois Law Division

On or about November 7, 2025, ComForCare filed suite against Defendant for breach of contract and failure to pay monies owed. At the time of this disclosure, the parties are current attempting to settle the matter outside of the courts.

Deora Deland v. ComForCare Franchise Systems, LLC and At Your Side Home Care; Cause No. 202550555; In the District Court of Harris County, Texas, State of Texas

On or about July 21, 2025, Plaintiff filed suit against Defendant ComForCare as well as one of its Houston, Texas franchisees (“Defendant AYS”). Plaintiff claims that Defendant AYS failed to provide care resulting in Plaintiff being admitted to the hospital. Plaintiff failed in its pleadings to explain why Defendant ComForCare was brought into the suit since Defendant ComForCare does not provide services to anyone, including Plaintiff. On or about February 24, 2026, Defendant ComForCare filed a motion for summary judgement requesting that it be removed from the matter.

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. On or about September 4, 2025, the court granted ComForCare’s motion for summary judgment on the 2023 matter and are now waiting for the Court to set a date for the evidentiary hearing to determine ComForCare’s damages. On or about December 16, the Court ruled in ComForCare’s favor and dismissed Defendant’s counterclaim suite on the 2024 matter. Defendant has appealed both rulings. At the time of this disclosure, no date has been set regarding any appeals or additional hearings.

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. On or about December 31, 2025, the parties settled the matter wherein the Defendant paid ComForCare \$50,000, remained in the System, and began operating per the terms and conditions of the franchise agreement.

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 Court has yet to set a trial date.

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

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 <u>written notice</u> . <u>The fee will increase up to the amount charged by the third-party vendor, plus any applicable pass-through increases as described in Note 11.</u>
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>The fee will increase up to the amount charged by the third-party vendor, plus any applicable pass-through increases as described in Note 11.</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 Plus 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):	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 <u>days</u> ?

RECURRING FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
	\$799/month		written notice <u>based on the calculation detailed in Note 11.</u>
<u>Private Label Programs</u>	<u>Amounts as determined by third-party vendors</u>	<u>Invoiced</u>	<u>We explicitly reserve the right to create “Private Label Programs” with our vendors as well as make your participation in such programs mandatory. However, at the time of this disclosure, we do not have any such programs in place.</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 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	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

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”)	You will receive this service for free for the first 90 days, thereafter it will be \$250/month if you elect to continue its use.	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 90 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. <u>The fee will increase up to the amount charged by the third-party vendor, plus any applicable pass-through increases as described in Note 11.</u>
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:

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 payable to us or other affiliates owned by us~~ under the Franchise Agreement ~~or any related agreements. An annual increase to each particular fixed. A 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 adjusted upward by a percentage equal to the Consumer Price Index, defined as the unadjusted Consumer Price Index for All Urban Consumers (CPI-U) for the Workers, U.S. City Average for all, All Items (, 1982-1984=84 - 100), not seasonally adjusted, as, calculated and published by the United States U.S. Department of Labor, Bureau of Labor Statistics. If the Index, plus 5%. Any fee payable to us on behalf of a third-party vendor or supplier that 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 treated as pass-through, may be increased by that new pass-through amount.~~

ITEM 7

YOUR ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT – SINGLE UNIT FRANCHISE				
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)	\$7,500 – \$15,000	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 suppliers
Vehicle Maintenance (Notes 1 and 7)	\$5,800 – \$6,600	As Incurred	As Incurred	Per specifications

YOUR ESTIMATED INITIAL INVESTMENT – MULTIPLE UNIT FRANCHISE (2 TO 3 UNITS)

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)	\$50,000 - \$150,000	Lump Sum	When you sign the franchise agreement	Us
Initial Marketing Fee	\$11,000 - \$16,500	Lump Sum	When you sign the Franchise Agreement	Us
Initial Contact Center Fee – 6 months (Note 3)	\$8,400 - \$11,400	Lump Sum	When you sign the Franchise Agreement	Us
Real Estate and Leasehold Improvements (6 months) (Notes 1 and 4)	\$11,250 – \$20,000	As Incurred	As incurred	Landlord
Signs and /or vehicle wraps (Notes 1 and 6)	\$6,400 – \$15,000	As Incurred	As incurred	Approved suppliers or per specifications
Initial Inventory (Notes 1 and 5)	\$50,000 - \$140,000	Lump Sum	As Incurred	Approved suppliers
Vehicle Maintenance (Notes 1 and 7)	\$11,500 – \$20,000	As Incurred	As Incurred	Per specifications
Vehicle 12-month lease/ purchase	\$14,400- \$36,000	As Incurred	As Incurred	Per specifications
Vehicle Insurance (Notes 1 and 8)	\$3,500 - \$4,000	As Incurred	As Incurred	Insurance Company
Tools (Notes 1 and 8)	\$2,900 - \$10,000	As Incurred	Before commencing operations	Per specifications
Office/Warehouse Equipment & Supplies (Notes 1 and 11)	\$5,800 – \$9,900	As Incurred	Before commencing operations	Per specifications

YOUR ESTIMATED INITIAL INVESTMENT – MULTIPLE UNIT FRANCHISE (2 TO 3 UNITS)				
TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
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)	\$3,000 - \$6,000	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)	\$300 - \$3,500	As Arranged	As incurred	Governmental agencies
Training Expenses (Notes 1 and 15)	\$2,000 – \$4,000	As Arranged	As incurred	Suppliers
Working Capital (Notes 1 and 16)	\$75,000 - \$200,000	As Arranged	As incurred	Suppliers, employees, utilities, etc.
TOTAL	\$284,450 - \$678,800			

Notes:

1. Except for the initial fees, all costs listed in the table are estimates only. Unless noted otherwise, all fees and payments described in this Item 7 are non-refundable.
2. The Initial Franchise Fee for a single-unit franchise 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. For each additional unit awarded, you will only have to pay the population fee as indicated above. 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 (per franchise) at the cost of \$.05 per person.
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 as follows: \$4,800 for the first franchise, \$3,600 for the second franchise, and \$3,000 for the third and any subsequent franchise. Thereafter, the following 6 months will be billed as a required monthly fee of \$799 for the first franchise, \$599 for the second franchise, and \$499 for the third and any subsequent franchises.

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 for a single unit franchise with an additional 500 square feet of space for any additional units, 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 \$15-\$20/sq.ft. Because of this, we estimate that your full year's rent will cost between \$15,000 to \$40,000.
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 recommend at least one vehicle per franchise territory. We do require that the vehicle/s 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 6-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. Neither us nor our affiliates are currently suppliers for your required purchases or leases, but we reserve the right to designate us or our affiliates as suppliers in the future.

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

Private Label Programs. We explicitly reserve the right to create "Private Label Programs" with our vendors as well as make your participation in such programs mandatory. However, at the time of this disclosure, we do not have any such programs in place.

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 for a single unit franchise (not as a percentage of Gross Sales).

GOODS/SERVICES	PERCENTAGE OF TOTAL INITIAL INVESTMENT	PERCENTAGE OF TOTAL ANNUAL OPERATING EXPENSES
Signs	1% to 2%	5.5% to 7.5%
Inventory	16% to 17%	75% to 78.5%
Office Equipment and Supplies	1.5% to 3%	7% to 11%
Insurance	Less than 2%	7%

For the year ending December 31, 2025, our revenue from required franchisee purchases and leases was \$107,860 or 2.4% of our total revenues of \$4,502,665. None of our affiliates derived revenue from required franchisee purchases and leases in the year ending December 31, 2025.

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 2025, neither we nor our affiliates received any revenues, rebates, or collected any fees from approved suppliers based upon purchases by the Next Day Access

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
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-, <u>subject to applicable state law.</u>
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-, <u>subject to applicable state law.</u>
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,

TABLE C - GROSS SALES INFORMATION BY FRANCHISE TERRITORY OPERATING PRIOR TO JANUARY 1, 2026

Quartile	Territories	Average Gross Sales	Number/Percent Attained or Exceeded Average		Median Gross Sales	Number/Percent Attained or Exceeded Median		Highest Performer	Lowest Performer
			Number	Percent		Number	Percent		
<i>1</i>	7	\$3,166,871	1	(14%)	\$2,109,595	4	(57%)	\$11,862,927	\$1,123,639
<i>2</i>	7	\$952,468	3	(43%)	\$938,224	4	(57%)	\$1,085,224	\$846,098
<i>3</i>	7	\$698,075	3	(43%)	\$678,529	4	(57%)	\$837,909	\$597,168
<i>4</i>	6	\$424,326	3	(50%)	\$436,905	3	(50%)	\$483,784	\$356,288
Total	27	\$1,343,254	5	(19%)	\$846,098	14	(52%)	\$11,862,927	\$356,288

TABLE D - GROSS SALES INFORMATION BY FRANCHISE OWNER OPERATING PRIOR TO JANUARY 1, 2026

Quartile	Owners	Average Gross Sales	Number/Percent Attained or Exceeded Average		Median Gross Sales	Number/Percent Attained or Exceeded Median		Highest Performer	Lowest Performer
			Number	Percent		Number	Percent		
<i>1</i>	8	\$3,142,088	1	(13%)	\$2,208,534	4	(50%)	\$11,862,927	\$1,234,178
<i>2</i>	8	\$996,424	5	(63%)	\$1,017,399	4	(50%)	\$1,135,435	\$865,363
<i>3</i>	8	\$736,306	4	(50%)	\$748,189	4	(50%)	\$846,098	\$597,168
<i>4</i>	8	\$441,191	5	(63%)	\$458,356	4	(50%)	\$523,840	\$356,288
Total	32	\$1,329,002	6	(19%)	\$855,731	16	(50%)	\$11,862,927	\$356,288

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 91 franchised territories in operation as of 31 December 2025, we excluded 7 franchisees who have multiple territories because the franchisees report sales information for their multiple territories as a single territory unit – 4 franchisees own 2 territories, 2 franchisees own 3 territories, and 1 franchisee own 5 territories; 4 territories were excluded ~~for not reporting correctly or had halted development during the calendar year~~ because the franchisee paused operations while in the process of transferring the territory to a new franchisee; 41 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, 2024, with the distribution of start dates as follows: 2024-9, 2023-2, 2022-3, 2021-3, 2020-1, 2017-

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ADDENDUM H – SAMPLE RELEASE AGREEMENT

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.~~

Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor’s financial condition.

All of the Franchisor’s financial obligations are absolutely and unconditionally guaranteed by CFC Holding Company Inc. An executed Guarantee of Performance is included with the financial statements (see Item 21) attached to the Franchise Disclosure Document.

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

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

Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

All of the Franchisor's financial obligations are absolutely and unconditionally guaranteed by CFC Holding Company Inc. An executed Guarantee of Performance is included with the financial statements (see Item 21) attached to the Franchise Disclosure Document.

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

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.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

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 SOURCES OF 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 THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NYS DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21st FLOOR, NEW YORK, NEW YORK 10005. 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 WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS 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, ~~with regard~~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, which are 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 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, 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 Item 4:~~

~~Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10 year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.~~

~~4.—The following is added to the end of Item 5:~~

~~The initial franchise fee constitutes part of our general operating funds and will be used as such at our discretion.~~

~~5.3.~~ 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; ~~it being the intent of this proviso~~ intends that the nonwaiver provisions of General Business Law Sections 687-(4) and 687-(5) be satisfied.

~~6.4.~~ 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.”

~~You may terminate the agreement on any grounds available by law.~~

~~7.—The following is added to the end of the “Summary” section of Item 17(j), titled “Assignment of contract by franchisor”:~~

~~However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.~~

~~8.5.~~ The following is added to the end of the “Summary” sections of Item 17(v), titled “Choice of forum²²,” 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 ~~upon~~ the franchisee by Article 33 of the General Business Law of the State of New York.

|

~~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: _____	FRANCHISEE: _____
Next Day Access, LLC _____	_____
A Tennessee Limited Liability Company _____	_____

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

~~6. Franchise 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.~~

|

EXHIBIT I

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
Indiana	Pending Registration <u>April 5, 2026</u>
Maryland	Pending Registration
Michigan	Effective
Minnesota	Pending Registration
New York	Pending Registration
North Dakota	Pending Registration <u>April 29, 2026</u>
Rhode Island	Pending Registration <u>April 22, 2026</u>
South Dakota	Pending Registration <u>April 1, 2026</u>
Utah	Effective
Virginia	Pending Registration <u>Different Form of FDD</u>
Washington	Pending Registration
Wisconsin	Pending Registration <u>April 1, 2026</u>

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.