

FRANCHISE DISCLOSURE DOCUMENT



BrightStar Franchising, LLC
(an Illinois limited liability company)

2275 Half Day Road, Suite 210

Bannockburn, IL 60015

Telephone: 877.689.6898

www.brightstarfranchise.com

www.brightstarfranchising.com

www.brightstarfranchising.com/home-care

email: franchise@brightstarcare.com

You will operate an agency providing comprehensive non-medical and/or medical care to national account clients or home care clients within their home or residence as well as supplemental healthcare staff to institutional clients. Institutional clients include facilities like hospitals, nursing homes, and clinics.

The total investment necessary to begin operation of a BrightStar Care franchised business is \$102,754 – \$220,186 in either a “standard” size or a “Small” territory and \$96,454 - \$181,086 in a Medium Density Market territory. This includes \$25,000 for a Small size territory or a Medium Density Market territory and \$50,000 for a standard size territory that must be paid to franchisor or its affiliates.

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 may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different forms, contact our corporate office at 2275 Half Day Road, Suite 210, Bannockburn, IL 60015, or via telephone at 877-689-6898.

The terms of your Franchise Agreement will govern your franchise relationship. Don’t rely on the Disclosure Document alone to understand your contracts. Read all of your contracts carefully. Show your contracts and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: April 1, 2026

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation only in the city or county where the franchisor's corporate headquarters are located at the time of the dispute (currently Bannockburn, Illinois). 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 its home state than in your own state.
2. **Sales Performance Required.** You must meet the 10-year performance standard for your protected territory. Failure to meet these standards may result in loss of your right to renew the franchise agreement.

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.

**THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED
BY THE MICHIGAN FRANCHISE INVESTMENT LAW**

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel that deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a Franchise Agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials that have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision that permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, telephone (517) 335-7567.

Despite subparagraph (f) above, we intend to enforce fully the provisions of the arbitration section contained in our Franchise Agreement. We believe that subparagraph (f) is unconstitutional and cannot preclude us from enforcing our arbitration section. If you acquire a franchise, you acknowledge that we will seek to enforce that section as written, and that the terms of the Franchise Agreement will govern our relationship with you, including the specific requirements of the arbitration section.

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ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Franchise Disclosure Document, “we,” “us” and “our” refer to BrightStar Franchising, LLC, the franchisor. “You” means the person who acquires the franchise and includes your owners if you are a corporation or other business entity.

A. The Company, Our Predecessors and Affiliates

We are an Illinois limited liability company with our principal offices at 2275 Half Day Road, Suite 210, Bannockburn, Illinois 60015. We were organized on January 21, 2005, and have offered franchises since August 2005. We do not operate any other business and have not previously operated a business utilizing the BrightStar Care concept, although one or more of our affiliates have operated a BrightStar Care business since October 2002. We do not offer franchises in any other line of business. We have no predecessors.

Our direct parent company is BrightStar Group Holdings, Inc., a Delaware corporation (“BrightStar Holdings”) whose principal offices are at 2275 Half Day Road, Suite 210, Bannockburn, Illinois 60015. In turn, the direct parent company of BrightStar Group Holdings, Inc. is BrightStar Buyer, Inc. (“BB”), a Delaware corporation, which in turn is controlled and directly owned by BrightStar Intermediate, Inc. (“BI”), a Delaware corporation, which in turn is controlled and directly owned by BrightStar Holdings Parent, LLC (“BHP”), a Delaware limited liability company. BB, BI and BHP share our principal place of business.

We have several affiliates disclosable in this Item 1:

- 24-7 Bright Star Healthcare, LLC, a Nevada limited liability company (“Bright Star Nevada”) whose principal offices are at 2275 Half Day Road, Suite 210, Bannockburn, Illinois 60015. Bright Star Nevada is the owner of the “BrightStar” trademarks, the Athena Business System (“ABS”), and the BrightStar Care Agency Program (as defined below) and, as described further in Items 13 and 14 of this Disclosure Document, has licensed us the right to use and sublicense the trademarks, ABS, and BrightStar Care Agency Program. It has never offered franchises in any line of business.
- BrightStar Technology Group, LLC, a Delaware limited liability company (“BrightStar Technology”) whose principal offices are at 2275 Half Day Road, Suite 210, Bannockburn, Illinois 60015. BrightStar Technology will provide you with ongoing support and assistance with respect to the ABS. You will pay BrightStar Technology all fees associated with your use of ABS. BrightStar Technology does not operate any other business. BrightStar Technology has never operated a BrightStar Care Agency or offered franchises in any line of business.
- BrightStar Senior Living Franchising, LLC, an Illinois limited liability company (“BrightStar SLF”) whose principal offices are at 2275 Half Day Road, Suite 210, Bannockburn, Illinois 60015, previously offered BrightStar® “CARE HOMES” franchises, which involve the acquisition, construction, development, and operation, under the BrightStar® name (and under any other Marks BrightStar SLF authorizes), of one or more

group homes in a residential setting, each of which provides supervised care for what are now 10 to 12 residents from 2021 to 2025. As of our 2025 fiscal year end, BrightStar SLF had granted 0 franchises for CARE HOMES communities.

BrightStar SLF previously offered franchises for assisted living and memory care facilities under the BRIGHTSTAR SENIOR LIVING name from February 2015 until approximately March 2023. As of our 2025 fiscal year end, there are no BRIGHTSTAR SENIOR LIVING facilities in operation.

BrightStar SLF has never operated a BrightStar Care Agency or, except as described above, offered franchises in another line of business.

Our agents for service of process are listed in Exhibit A to this Disclosure Document.

B. The BrightStar Care Franchise

You will operate an agency that provides and markets comprehensive non-medical and/or medical home care services to national account clients or home care clients within their home or residence as well as supplemental healthcare staff to institutional clients according to the administrative and operational components noted in your Franchise Agreement (the “BrightStar Care Agency Program” or “Program”). A copy of the Franchise Agreement is attached as Exhibit B to this Disclosure Document. The training will emphasize Companion, Personal Care, and Skilled in-home care services as well as utilization of the BrightStar Care National Accounts Program. You will be offered supplemental training for Medical Skilled in-home care services (where allowed by state licensure laws) and Supplemental Healthcare Staffing. Not all franchisees provide Medical Skilled Care in-home care services where state regulations prevent their ability to do so (as further described below) or where Certificate of Need laws do not allow some or all medical skilled services.

We identify the BrightStar Care Agency Program by certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including the marks “BrightStar,” distinctive trade dress, and such other trade names, trademarks, and service marks we now or may in the future designate in writing for use in the BrightStar Care Agency Program (the “Marks”). We and our affiliates continue to develop, use, and control the use of the Marks to identify for the public the source of services and products marketed under the BrightStar Care Agency Program and to represent the Program’s high standards of quality, appearance, and service.

You need not have experience in the healthcare industry before acquiring your Agency franchise. You initially must obtain whatever licensure is required to perform Companion and Personal in-home care services in your state. Once you achieve \$15,000/week in weekly revenue or once your agency has been open for one year (whichever comes first), you must apply for a Joint Commission Accreditation and obtain accreditation within six months of your application as well as licensure that enables you to perform the full BrightStar Care business model. The majority of our current franchisees have no prior healthcare industry experience. You should investigate the availability in your state of all required licenses before acquiring our franchise.

Home care clients to whom you will market your services include individuals with varying in-home care needs. Your services will include ambulation and exercise based on an established care plan, transportation to and from doctor's appointments, travel companionship services, reporting of conditions and changes to supervising RN and/or doctor, bath visits, taking and recording vital signs as instructed, in-home injections and infusions with doctor's order, medication setups, assistance with administering medications, physical and occupational therapy, and medical social worker consultation and counseling (provided you and/or your employees are licensed under applicable law to do so, as some services may not be appropriate based on state or licensure regulations).

Institutional clients to whom you will market your services include facilities like hospitals, nursing homes, clinics and schools. Positions that you will offer to clients include registered nurses, licensed practical nurses, nurse practitioners, home health aides, medical assistants, medical secretary/receptionists, occupational health nurses, phlebotomists, physician assistants, certified nurse assistants, physical therapists, occupational therapists, speech therapists, case managers, and any other positions in any home or healthcare institutional (includes doctor's offices, hospitals, nursing homes, etc.) setting.

You will have qualified healthcare professionals available to clients on a regular basis or simply to fill in for absentee staff. Staffing services will be available 24 hours a day, 7 days a week. Twenty-four-hour live client service support staff will be available to all clients.

If you are renewing your existing franchise because its current term will soon expire, you will sign our current form of Franchise Agreement (Exhibit B) and our Standard Renewal Addendum to Franchise Agreement. The Standard Renewal Addendum modifies certain provisions in our Franchise Agreement that do not apply to you, or apply to you differently, because your Agency already is open.

If you are acquiring a franchise for a Medium Density Market territory or a Small territory, you will sign our current form of Franchise Agreement (Exhibit B) and, as applicable, our Medium Density Market Addendum (Exhibit K-1) or our Small Territory Addendum (Exhibit K-2). These two Addenda modify certain provisions in our Franchise Agreement that do not apply to you, or apply to you differently, because your territory population will be less than 200,000. This Disclosure Document differentiates between a Medium Density Market territory and a Small territory where necessary.

When you acquire the right to open and operate your Agency (and in some cases even if you already own and operate one or more Agencies), you also might have the right to obtain an option to acquire an additional franchised BrightStar Care Agency in a particular defined territory (the "Expansion Territory"). If we choose to grant you such an option, we and you will sign an Expansion Option Agreement (Exhibit L), and you must pay us an expansion option fee. You will have the right to exercise the expansion option under the Expansion Option Agreement only within one year after you open your Agency (the "Option Period") or within one year of signing the Expansion Option Agreement (if you are an existing franchisee). If you satisfy all then-current expansion policy requirements to open and operate an additional franchised BrightStar Care Agency and the conditions under the Expansion Option Agreement within the Option Period, then

we and you will sign our then-current form of franchise agreement to govern the operation of the additional BrightStar Care Agency for the Expansion Territory.

C. Competition

The home care market is very fragmented; it is predominantly made up of local mom-and-pop players, independently-owned and operated franchised locations heavily focused on the non-medical and personal care segment, and online platforms such as Care.com and others. The competition in skilled care is predominantly with non-franchised brands. The medical staffing industry is extremely fragmented, with numerous local, regional, and nationwide providers.

D. Specialized Industry Laws

You must comply with all wage and hour laws and regulations as well as all other federal, state, and local laws and regulations that apply to your operations, including those pertaining to the health care industry, professional and facility licensing, workers' compensation, corporate, tax, environmental, sanitation, insurance, no smoking, EEOC, OSHA, HIPAA, data privacy and similar laws (e.g., California Consumer Privacy Act), non-discrimination, employment, and sexual harassment laws. You must obtain and maintain any health care or employment-related permits, licenses, certifications, or other indications of authority necessary to operate your Agency, including, for example, a home health agency license, nurse staffing and/or employment agency license, and Joint Commission Accreditation. A Clinical Laboratory Improvement Amendment waiver ("CLIA" waiver) may need to be obtained and maintained if you are performing services requiring a CLIA waiver. Some jurisdictions may also require a Certificate of Need. Some states require you to obtain a license to provide employment services. We may require you to obtain a particular permit, license, or accreditation. Some states have imposed a moratorium on the issuance of home health agency licenses, nurse staffing licenses, and other in-home healthcare licenses or permits. You are responsible for investigating the availability of and requirements for obtaining all necessary licenses in your state and creating, as necessary, state-specific versions of required policies and procedures that meet or exceed BrightStar brand standards and Joint Commission requirements. You should investigate the availability of all required licenses before acquiring our franchise, as you cannot operate as a franchisee without them. If you are not able to obtain a newly-issued home health agency or other required license in your state, you might be able to acquire a previously-issued license from an existing provider in the state that no longer needs its license and is interested in selling its license to a third party. We cannot predict the costs of doing so.

We have resources available as a reference to you, but you are solely responsible for investigating, understanding, and complying with the laws, regulations, and requirements applicable to you and your Agency. Your Franchise Agreement prohibits you from participating in Medicare or other governmental payor programs, with the exception of programs funded by the United States Department of Veterans Affairs, Department of Veterans Health Administration (VA). You may participate in State Medicaid and Medicaid Waiver programs, as well as Medicare Advantage supplemental benefits personal care service programs, under certain conditions; however, you may not participate in Medicaid programs that require a Medicare number or require billing through Medicare, and you alone are responsible for complying with the state Medicaid requirements, which may include compliance with CMS policies and procedures and stand-alone technology required by the state or to meet the state's requirements. See Exhibits D and E for a summary of

some of the applicable laws that may apply to your Agency. However, Exhibits D and E do not include all laws that may apply to your Agency. You should also be aware of pending legislation that may affect your Agency in the future.

ITEM 2 BUSINESS EXPERIENCE

Andrew Ray – Chief Executive Officer

Andrew Ray has been our Chief Executive Officer since February 2024. He was our Chief Operating Officer from October 2022 until January 2024 and also has been Chief Operating Officer of BrightStar Senior Living Franchising, LLC and BrightStar Holdings, both of Gurnee, Illinois, since October 2022. Mr. Ray was President of NextCare Holding in Mesa, Arizona (DBA BrightStar Care of Mesa) from September 2019 until October 2022.

Dean Ulizio – Chief Strategy Officer

Dean Ulizio has been our Chief Strategy Officer since January 2020. Mr. Ulizio was our Executive Vice President of Global Strategic Development, as well as Executive Vice President of Global Strategic Development for BrightStar Senior Living Franchising, LLC of Gurnee, Illinois, from September 2016 through December 2019.

Pete First – Chief Development Officer

Pete First has been our Chief Development Officer since March 2022. Mr. First was our Senior Vice President, Franchise Development from March 2020 until March 2022. From September 2018 until March 2020, Mr. First was Vice President of Franchise Development. Mr. First is also the Senior Vice President, Franchise Development for BrightStar Senior Living Franchising, LLC in Gurnee, Illinois and has held that position since September March 2020. From September 2018 until March 2020, Mr. First was Vice President of Franchise Development for BrightStar Senior Living Franchising, LLC.

Brandon Allison – Chief Financial Officer

Brandon Allison has been our Chief Financial Officer since August 2025. From June 2023 to July 2025, Mr. Allison was the Chief Financial Officer for ClearChoice Dental Implants in Chicago, Illinois. Prior to that, Mr. Allison was the SVP, Strategic Planning of TrueBlue, Inc. from June 2017 to June 2023, in Chicago, Illinois.

Chris Kapcar – Chief Technology Officer

Chris Kapcar has been our Chief Technology Officer since May 2025. From November 2024 to May 2025, Mr. Kapcar was the Chief Information Officer of Addison Group in Chicago, Illinois. Mr. Kapcar was in between positions from April 2023 to October 2024. Prior to that, Mr. Kapcar was the VP of Technology for TrueBlue, Inc. from October 2018 to March 2023, in Chicago, Illinois.

Zachary Woods – Chief Operating Officer

Zachary Woods has been our Chief Operating Officer since January 2025 and was our Senior Vice President of Operations from March 2023 to January 2025 in Gurnee, Illinois. From March 2018 to March 2023, Mr. Woods was our VP of Franchise Operations in Gurnee, Illinois.

Heather Smith – Chief Experience Officer

Heather Smith has been our Chief Experience Officer since October 2025. Ms. Smith was our Chief Human Resources Officer from February 2025 to October 2025, and our Interim Sr. Vice President of Human Resources from April 2024 to February 2025. From March 2007 to February 2025, Ms. Smith was the Founder and Principal Consultant for Purple Key Consulting, LLC in Scottsdale, Arizona.

Kelley Hill – Senior Vice President, Clinical Operations

Kelley Hill has been our Senior Vice President, Clinical Operations since April 2025. From October 2024 to July 2025, Ms. Hill was a consultant for Homewatch CareGivers in Greenwood Village, Colorado. Prior to that, Ms. Hill was Co-Founder and Chief Clinical Officer for Helpful from September 2022 to 2024, in Cambridge, Massachusetts. From June 2021 to October 2022, Ms. Hill was Executive Director and Compliance & Clinical Services for FirstLight Home Care in Cincinnati, Ohio. From January 2019 to June 2021, Ms. Hill was National Director, Clinical Innovation & Design for Kindred at Home in Atlanta, Georgia.

Lori Cabbage – Senior Vice President of Business Development

Lori Cabbage has been our Senior Vice President of Business Development since January 2021. From August 2017 through January 2021, Ms. Cabbage was Senior Vice President of Client Success at Complia HealthCare in Schaumburg, Illinois.

ITEM 3 LITIGATION

Pending Actions:

BrightStar Franchising, LLC v. Colleen M. Ryan, Daniel D. Ryan and Ryan Home Healthcare, LLC (American Arbitration Association, Case No.01-25-0000-5569, filed on or about February 4, 2025). We initiated action against a former franchisee and its guarantors, whose franchise agreement was terminated for clinical non-compliance, to enforce post-termination obligations (particularly the non-competition and non-solicitation requirements) and to seek payment of post-term liquidated damages and other amounts totaling at least \$700,000. On or about March 21, 2025, the respondents Ryan Home Healthcare, LLC and Colleen M. Ryan filed counterclaims against us for breach of the franchise agreement and a related forbearance agreement, breach of the duty of good faith and fair dealing, tortious interference with their efforts to transfer their franchise agreement and business, civil conspiracy with respect to the proposed transfer, and violation of the Illinois Franchise Disclosure Act for alleged wrongful termination and discrimination among franchisees. Respondent Colleen M. Ryan's husband (and guarantor) Daniel D. Ryan also asserted 300+ counterclaims as a then-pro se party claiming to seek a total of

\$100,000,000. He is now represented by counsel who has stated that the counterclaims will be amended. The counterclaims filed by Ryan Home Healthcare, LLC and Colleen M. Ryan seek in excess of \$2 million, interest, attorneys' fees, costs, and punitive damages. Final hearings are currently scheduled to begin on May 12, 2026. We intend to pursue our claims and defend against the counterclaims vigorously.

Concluded Actions:

Cosmo Fraser and Adam Fraser vs. BrightStar Franchising, LLC, Shelly Sun, Thomas Gilday, Scott Oaks, et al. (American Arbitration Association Case No. 02-16-0005-0209, filed March 15, 2017). The Frasers, former franchisees who operated one BrightStar Care franchise in Georgia, filed this arbitration against us and certain of our then principal officers (among others). They alleged violation of the Illinois Consumer Fraud and Deceptive Practices Act, violation of the Illinois Franchise Disclosure Act, statutory fraud under Georgia law, common law fraud, and negligent representation in connection with the Frasers' acquisition of their franchise. The Frasers alleged that the defendants failed to disclose before granting the franchise that the franchised territory was not a "new" territory, previously operated by 2 different franchisees who allegedly had failed, and allegedly was smaller than most franchised territories we have granted and also allegedly misrepresented the financial performance for first-year franchisees. The Frasers sought rescission of the franchise agreement and rescissionary or compensatory damages in excess of \$500,000, punitive damages, attorneys' fees and costs, and other relief. We settled the case on March 1, 2018, in order to avoid further legal proceedings. We paid the Frasers a total of \$215,000, the parties exchanged mutual releases, and the case was dismissed with prejudice.

Franchisor Initiated Actions:

Enforcement of Post-Termination Obligations: BrightStar Franchising, LLC v. Foreside Management Company, Mark E. Woodsum, and Claire Woodsum. (United States District Court for the Northern District of Illinois, Case No. 1:25-cv-08741, filed on July 28, 2025).

Recovery of unpaid royalties, fees, costs and liquidated damages:

BrightStar Franchising, LLC v. Udolie Corp., Stacie E. Jeffers, and Michael R. Christensen (American Arbitration Association, Case No. 01-25-0009-1279, filed December 1, 2025).

BrightStar Franchising, LLC v. Humdum, LLC, Suresh Pandurangam, and Jyoti Rai (American Arbitration Association, Case No.01-25-0000-3477, filed on or about January 23, 2025).

Other than the actions listed above, no litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

Initial Franchise Fee

You will pay us an Initial Franchise Fee of \$50,000 for the first 200,000 to 300,000 in population in your Protected Territory with a minimum of 15,000 in population 65 years of age or older. You must pay us \$100 per each additional 1,000 people (pro rata) in the Protected Territory over 300,000. If you are acquiring a franchise for a Medium Density Market territory or a Small territory, both of which involve a Protected Territory with less than 200,000 in population, you will pay us an Initial Franchise Fee of \$25,000. The Initial Franchise Fee is not refundable.

If (1) you are, in our sole discretion, in compliance with the Franchise Agreement we grant you under this Disclosure Document, (2) your Agency has been open for 12 months or more, and (3) your Agency meets the then-current expansion requirements, you will receive a 10% discount on the Initial Franchise Fee for the additional franchise. This discount does not apply to Medium Density Market or Small territory agencies.

We offer a one-time \$5,000 discount (“Vet Fran Discount”) on the Initial Franchise Fee to honorably discharged veterans of the United States Armed Forces. The \$5,000 discount is available only on the Initial Franchise Fee for your first Territory.

This Initial Franchise Fee is not uniform as to all franchisees. The range of Initial Franchise Fees we collected during 2025 from franchisees acquiring their first franchise was from \$45,000 to \$64,000. This range does not include Initial Franchise Fees that were paid by franchisees for their second or subsequent Franchise Agreements. We will generally calculate your Initial Franchise Fee for a second or subsequent Franchise Agreement in the same manner as described above and then deduct the 10% discount described above.

Expansion Option

When you sign the Expansion Option Agreement described in Item 1, you must pay us \$10,000 (the “Expansion Option Fee”). This sum is not refundable under any circumstances, including if your expansion option expires without being timely exercised. However, if you exercise your option and sign an Agency Franchise Agreement for the Expansion Territory during the Option Period, we will credit your Expansion Option Fee toward the Initial Franchise Fee due under the Agency franchise agreement for the Expansion Territory.

ITEM 6 OTHER FEES

Column 1	Column 2	Column 3	Column 4
Column 1*	Amount	Due Date	Remarks**
Royalty/ Continuing Fee	You will pay (i) 5.25% of monthly Net Billings generated from non-	Deducted from your bank account via EFT 28 days after the date on	See Note 1 below for your Monthly Standards and your potential

Column 1	Column 2	Column 3	Column 4
Column 1*	Amount	Due Date	Remarks**
	National Accounts and (ii) 6.25% of monthly Net Billings generated from National Accounts.	the invoice you receive from us.	Minimum Monthly Royalty Fee.
General Marketing Fee	Beginning on the Opening Date of the Agency, the greater of \$500 per month or 2.5% of the prior month's Net Billings. (See Note 2)	Deducted monthly from your bank account via EFT.	
Monthly Athena Business System and Email Service Fee	Beginning on your Agency's Opening Date (including for a Medium Density and Small Market Agency), you will pay the higher of \$250 per month or 1% of the prior month's Net Billings. (See Note 3)	Deducted monthly from your bank account by BrightStar Technology via EFT.	Excludes third-party approved solutions (i.e., Microsoft Enterprise Package, Hireology, CRM, payroll, EVV (Electronic Visit Verification), HR/workforce, or WorkBright), which may incur a separate fee. See Note 3. (If we collect payment on a third party's behalf, we will do so on a pass-through cost basis.)
Microsoft Enterprise Package	Beginning on the date the package is provided (including for a Medium Density and Small Market Agency), you will pay \$14.50 per seat for the Microsoft Enterprise Package as described in the Microsoft Enterprise Package Addendum (subject to change upon written notice).	Deducted monthly from your bank account by BrightStar Technology via EFT starting the day your Agency opens.	This package is required for owners of Franchisee, but optional for additional staff members. The per-user, per-month fee is over and above the Monthly Athena Business System and Email Service Fee noted above. (See Note 4) (If we collect payment on a third party's behalf, we will do so on a pass-through cost basis.) We may increase the monthly

Column 1	Column 2	Column 3	Column 4
Column 1*	Amount	Due Date	Remarks**
			fee for the Microsoft Enterprise Package at any time commensurate with cost increases by our designated supplier.
Multi-factor Authentication Security License	For each ABS user we establish and maintain for your Agency, you will pay up to \$5 per account per month for a Multi-factor Authentication Security License (subject to change upon written notice).	Deducted monthly from your bank account by BrightStar Technology via EFT.	We do not currently provide this license or charge the associated fee. However, fee payments will begin when this license becomes available. We may increase the amount of the fee by up to 1% annually.
State Electronic Visit Verification ("EVV")	Up to \$1,000 one-time set-up fee per aggregator and up to \$.50 per record transmitted on your behalf. You must notify us no less than 90 days before your state implements EVV.	One-time fee paid upon receipt of invoice. Per-record charges deducted monthly from your bank account by BrightStar Technology or other approved vendor via EFT.	See Note 5.
State EVV Late Notice Fee	Up to an additional \$1,000 per aggregator if you provide less than 90 days' notice to set-up your ABS record(s) to integrate with your state's EVV requirements.	Per occurrence; paid upon receipt of invoice. Deducted from your bank account by BrightStar Technology or other approved vendor via EFT.	

Column 1	Column 2	Column 3	Column 4
Column 1*	Amount	Due Date	Remarks**
State EVV Version Upgrade Fee	\$500 per EVV version upgrade required by your state. You must submit the changes no less than 90 days before your state's effective date of the required change.	Per occurrence; paid upon receipt of invoice. Deducted from your bank account by BrightStar Technology or other approved vendor via EFT.	See Note 5. We may increase this fee up to a cap of \$1,000.
State EVV Version Upgrade Late Notice Fee	Up to additional \$500 per each EVV version upgrade submitted less than 90 days before your state's effective date of the required change.	Per occurrence; paid upon receipt of invoice. Deducted from your bank account by BrightStar Technology or other approved vendor via EFT.	
Additional training to be provided on an as-needed basis.	\$100 - \$200 / day per attendee for group training programs plus travel to Bannockburn, IL or regional training location. \$300 - \$400 / day per attendee for advanced training. On-site training available on a resource-available basis at a cost of \$750 - \$900 / day per trainer, plus room, board, and travel for each trainer.	Upon receipt of invoice.	We reserve the right to increase training fees on an as-needed basis to reflect increased costs, but no higher than \$600/day per trainer. Corporate office and/or Regional training might be required for system-wide rollout or for locations whose metrics are below top quartile performance.
Annual conference and Branch Leadership Conference each year, if any	We may charge a registration fee to cover speakers, meals, and activities up to \$2,500 per person for the Annual Conference, up to \$2,000*per person	Any other charges for any annual conference are due upon invoice.	Paid to us regardless of whether you attend the Annual Conference. You will be responsible for all travel and living expenses of your attendees.

Column 1	Column 2	Column 3	Column 4
Column 1*	Amount	Due Date	Remarks**
	for the in-person Branch Leadership Conference, and up to \$500 per person for each virtual Branch Leadership Conference.		See Note 6.
Insurance (excluding workers comp)	\$6,400 - \$12,000 for your first year of operation.	Directly to approved supplier as per supplier's invoice. Either lump sum payment or finance premiums on monthly installments depending upon provider selected.	See Note 7. If you fail to comply with the minimum insurance requirements, we have the right to obtain such insurance and keep same in force and effect, in which case you will be ACH debited immediately. Otherwise, you pay the supplier directly.
Workers' Comp Insurance	\$1,800 - \$10,000 for your first year of operation, subject to audit based on actual payrolls incurred during the policy term.	Directly to approved supplier as per supplier's invoice.	See Note 7. If you fail to comply with the minimum insurance requirements, we have the right to obtain such insurance and keep same in force and effect, in which case you will be ACH debited immediately. Otherwise, you pay the supplier directly.
Renewal Fee	\$5,000	Payable to us as one of the conditions of renewing your franchise.	

Column 1	Column 2	Column 3	Column 4
Column 1*	Amount	Due Date	Remarks**
Transfer Fee	\$15,000 (pro-rata if transfer is less than 100%).	50% upon listing Agency for sale; if no formal listing, then 50% due before buyer attends Discovery Day, and balance due when buyer signs the franchise agreement.	See Note 8.
Termination Damages	See Note 8.	15 days after effective date of termination.	See Note 9.
Reimbursement for Complaints	Cost reimbursement	As incurred	We have the right to require you to reimburse our costs if we resolve any complaints including customer or National Accounts complaints because you fail to do so.
Indemnification and Defense	All costs, including attorneys' fees; amount will vary under circumstances.	As incurred.	You must reimburse us for losses we suffer resulting from your operation of your Agency.
Cost and Attorneys' Fees	Will vary under circumstances.	Upon settlement or conclusion of claim or action.	Awarded to prevailing party in arbitration, but not a mediation.

Column 1	Column 2	Column 3	Column 4
Column 1*	Amount	Due Date	Remarks**
Examination / Audit of Your Records	Depending on circumstances (including your cooperation) but estimated examination expense is \$5,000 to \$35,000 (including our reasonable accounting, legal fees, and travel expenses), plus full amount of any underpayment and interest and late charges on any underpayment. If you request a review of records due to a suspected violation of the Cross-Territorial Policy by a neighboring franchisee, we will charge you \$1,000 for our cost to complete the review. If there are no findings of infringement, we will charge you an additional \$1,000.	Upon receipt of invoice.	Examination expense payable only if our audit shows an understatement of Net Billings or if a franchisee fails to use ABS for all billing processes.
Late Fees	Highest applicable legal rate for open account business credit, not to exceed 1.5% per month.	Accrues immediately after due date if you fail to pay full obligation.	Interest is payable on the entire overdue amount beginning with the date payment is due until you pay the arrearage, late charges, and interest in full.

Column 1	Column 2	Column 3	Column 4
Column 1*	Amount	Due Date	Remarks**
Tax Reimbursement	Out-of-pocket cost reimbursement.	As incurred.	You must reimburse us for taxes we must pay any state taxing authority on account of either your operation or your payments to us (except for our income taxes).
Vendor Evaluation Fee	Up to \$5,000 if the vendor is approved. However, we charge a \$2,500 minimum fee (and up to \$5,000) if the vendor, as part of its proposed scope of services, will need access to any of our technology platforms (the fee is for third-party risk-assessment services). This minimum fee is due whether or not we approve the vendor.	As incurred.	Evaluation of proposed new vendors to support the brand.

Column 1	Column 2	Column 3	Column 4
Column 1*	Amount	Due Date	Remarks**
Other Charges and Service Fees	Varies depending on changes in the BrightStar Care Agency Program, but not to exceed \$5,000 per year as described in the “Remarks” column.	Varies.	Besides the charges and fees appearing elsewhere in this chart, there might be other charges and service fees that will be assessed to you by us, our affiliates, or third party vendors relating to existing components of, or adding or modifying new components to, the BrightStar Care Agency Program. You must pay all such other charges and service fees in a timely manner up to \$5,000 per year. For charges anticipated to be more than \$5,000 per year, we and you must agree on them unless a charge of greater than \$5,000 is adopted by more than 75% of the existing franchisees in the system, in which case you must comply with the requirement to ensure brand and system consistency.
Cross-Territorial Policy Payment	Varies depending on the amounts charged to the client, although currently the payment may be as much as the full gross margin (less royalties, ABS-related fees, and General Marketing Fees) for each client.	Varies.	A violation of the Cross-Territorial policy may subject you to a payment to one or more franchisees if you service clients in other franchisees’ territories without permission or authorization.

NOTES

* Except for product and service purchases described in Item 8, and except as otherwise noted in this Item 6, all fees are imposed and collected by and payable to us or our affiliates. All fees currently are uniformly imposed. No fee is refundable.

** If any taxing authority imposes any tax, levy, or assessment on any payment you make to us or our affiliates, you must pay such tax, levy, or assessment in addition to all payments due.

NOTE 1. Royalty fees are based on a percentage of Net Billings. “Net Billings” is defined as the aggregate of all revenues and other income from whatever source derived (whether in the form of cash, credit, agreements to pay, or other consideration and whether or not payment is received at the time of sale or any of these amounts prove uncollectible), which arise or are derived by you or any other person from business conducted by or originating from the Agency. Net Billings also include all proceeds from any business interruption insurance.

If you enter into the Expansion Option Agreement, all income or revenue generated in the Expansion Territory will be treated as Net Billings and be subject to the same conditions and obligations in the Franchise Agreement, including all Royalty/Continuing Fee obligations. However, except for income or revenue you generate from servicing National Account clients located in the Expansion Territory, no income or revenue you generate in the Expansion Territory will count toward your Monthly Performance Standards or any other Net Billings thresholds under the Franchise Agreement.

Excluded from Net Billings are: (i) sales taxes and other taxes separately stated that you collect from clients and pay to taxing authorities; and (ii) no mark-up items such as personal protective equipment, testing costs, or credit card fees where the amount billed to client is at the franchisee’s cost. All Royalties will be collected via EFT 28 days after the end of the weekly billing period.

Minimum Monthly Royalty Fee

You will be billed within 28 days of the end of each week for royalties. If you fail to meet any Monthly Performance Standard during the franchise term, you will be in default of your contractual obligations and will be billed, within 28 days of the end of each Monthly Performance period, an amount equal to the difference between the actual royalties you paid and the Minimum Monthly Royalty Payment (the “Minimum Monthly Royalty Fee”). Item 12 describes the “Monthly Performance Standards” that you must meet or exceed each month. The Minimum Monthly Royalty Payment is the royalty amount you must pay us on account of your operations during the previous month as though you had satisfied the Monthly Performance Standard for that month. You must pay us the Minimum Monthly Royalty Fee within 28 days from the invoice. We also have the right to terminate the Franchise Agreement if you fail to satisfy the Monthly Performance Standard (i) more than 12 times during a 10-year initial franchise term (those 12 defaults need not occur in consecutive months), or (ii) more than 6 times during a 5-year renewal franchise term (those 6 defaults need not occur in consecutive months), regardless of your payment of the Minimum Monthly Royalty Fee.

If you acquire the Agency operated under the Franchise Agreement as the result of a resale, your Monthly Performance Standards may (but need not) be established based on the actual historical

performance of the Agency being acquired. For example, if the Agency being acquired has been open 3 years and has met its Year 2 Monthly Performance Standard, we may then set your Year 1 Monthly Performance Standard from the date of the transfer to the Year 3 Monthly Performance Standard for the Agency. On the other hand, if the Agency has not met or exceeded its Year 2 Monthly Performance Standard, then we may set your Monthly Performance Standard to Year 1 Performance Standards for the Agency being acquired.

NOTE 2: If you acquire your Agency via transfer, you will begin paying the General Marketing Fee on the transfer's effective date. In addition to the General Marketing Fee you pay us, beginning on your Agency's Opening Date, you must expend for local consumer marketing the greater of:

- (i) 1.5% of your Agency's monthly Net Billings up to \$200,000 (for a 4-week month or \$250,000 for a 5-week month) and 0.5% of your Agency's monthly Net Billings over \$200,000 (for a 4-week month or \$250,000 for a 5-week month); or
- (ii) \$1,000 per month.

All local advertising must meet our then-current requirements.

If you are renewing your franchise and execute the Standard Renewal Addendum, you will pay our then current General Marketing Fee noted above.

NOTE 3: Monthly Athena Business System and Email Service Fee. Beginning on the Opening Date (unless you acquired your Agency under resale, in which case you will pay the Monthly Athena Business System and Email Service Fee (the "Monthly ABS & Email Service Fee") beginning on the transfer's effective date), the Monthly ABS and Email Service Fee will be due and payable to BrightStar Technology via EFT. If you acquire your Agency via transfer, you will begin paying the Monthly Athena Business System and Email Service Fee on the transfer's effective date. The Monthly ABS and Email Service Fee excludes any third-party approved solutions (i.e., Microsoft Enterprise Package, Hireology, CRM, payroll, EVV, HR/workforce or WorkBright), which may incur a separate fee. The Monthly ABS and Email Service Fee will be due each month on the 15th day of the month. Your Monthly ABS and Email Service Fee will be the greater of \$250 per month or 1% of the prior month's Net Billings during the Franchise Agreement's Initial Term.

If you are renewing your franchise and execute the Standard Renewal Addendum, you will pay our then current Monthly ABS & Email Service Fee noted above.

If you are purchasing a franchise for a Medium Density Market territory and execute the Medium Density Market Addendum, you will pay our then-current Monthly ABS & Email Service Fee noted above.

NOTE 4. The Microsoft Enterprise Package is required for all franchisees along with an established BrightStar email account, both of which will be setup after you sign the Franchise Agreement. You will be billed monthly starting the day your Agency opens. All requests for additional seats must be submitted directly to BrightStar's IT Department by you or an employee with authorization to direct business affairs for the Agency.

NOTE 5: Electronic Visit Verification (“EVV”) is required by some states when a franchisee participates in certain Medicaid waiver programs. If required by the state, this fee covers the cost of integrating ABS with the state aggregators or third party/ies selected by the state. If any fees are charged to use a state-specified EVV system, that cost is your responsibility. The integration enables the data required to authorize and approve payment to flow automatically between ABS and the state. Without this automation, the state may require the franchisee to enter the data manually on its portal or website. The one-time fee per aggregator covers the initial set-up and testing of the integration. Most states require integration with only one aggregator, while other states might require integration with up to 2 aggregators. The on-going “per record” charge covers the ongoing maintenance costs of supporting the integration and on-going changes required by the state. It is your responsibility to understand your state’s EVV requirements and notify us with sufficient lead time to integrate into ABS. You must notify BrightStar Technology no less than 90 days before the state’s implementation date, or any subsequent EVV version upgrade dates, to allow sufficient time for integrating ABS and/or updating ABS with EVV version upgrades.

If you notify BrightStar Technology less than 90 days before either your state’s implementation date or your state’s subsequent EVV version upgrade implementation dates, BrightStar Technology may charge you up to an additional \$1,000 for the initial integration, and up to an additional \$500 for any subsequent EVV version upgrade, required by the state.

You have the option of using another state EVV provider whom we approve; however, you still must pay us the \$1,000 integration fee per aggregator and \$500 for each EVV version upgrade required by the state. All other fees required by the third-party provider would be paid directly by you to the third-party provider.

NOTE 6. Each franchisee must send at least 1 Key Position employee to the Branch Leadership Conference. If your Agency’s average weekly Net Billings in the quarter prior to Branch Leadership Conference are: \$20,000 - \$40,000 weekly, you must send a minimum of 2 Key Position employees; \$40,000 or more you must send at least 3 Key Position employees with one attending each of the following tracks: operations, sales and clinical. We reserve the right to hold annual franchise meetings and the Branch Leadership Conference via a virtual experience, in which case you must attend and pay the registration fee regardless of your participation in the virtual meeting.

NOTE 7. Insurance Policies. We identify the types and minimum insurance coverage you must carry in our Operations Manual and Item 8. Insurance costs depend on policy limits, types of policies, nature and value of physical assets, gross revenue, number of employees, square footage, location, business contents, and other factors bearing on risk exposure.

NOTE 8. If you have not listed your Agency for sale with us and the transfer involves the Franchise Agreement or the Agency, or a 50% or more change in your ownership, and the transferee is a person or entity who was a “Lead” of ours before you became aware of or were introduced to the Lead, you or the transferee must pay us the greater of: (a) the applicable transfer fee for each agency affected by the transfer; or (b) the initial franchise fee that we would have collected for the territory if we had granted the franchise rights for it to the Lead, plus any broker fees we incurred as a result of the transfer. For the avoidance of all doubt, all franchisees in the BrightStar Care Agency system, whether they were franchisees before or become franchisees after the execution

of the Franchise Agreement, are and will be deemed to be our Leads for purposes of the Franchise Agreement, irrespective of the nature and timing of the contact between them and us.

NOTE 9. The termination damages you must pay equal the greater of either (a) \$150,000 or (b) the product of the Agency's Net Billings during the 12 months before the effective date of termination multiplied by 3 and that product then multiplied by 5.25%. However, if the effective date of termination is during the last 3 years of the franchise term, the termination damages will equal the product of the Agency's Net Billings during the 12 months before the effective date of termination multiplied by $x/12$ —where "x" is the number of months that were remaining in the franchise term on the effective date of termination—and that product then is multiplied by 5.25%. If there is a catastrophic health-related event (i.e., your or your principal owner's death or terminal illness or disability that prevents you or your principal owner from operating the Agency (as reasonably determined by an independent third party such as a licensed doctor)), we may choose not to pursue the full measure of termination damages against you if, despite good-faith efforts to transfer the franchise, those efforts are unsuccessful and we then terminate this Agreement. We may, in our sole discretion, reduce the termination damages. Any reduced termination damages will be contingent upon (i) the franchise not selling within 12 months from the formal resale listing, (ii) you work cooperatively with us to transition all customers and employees to approved providers, (iii) you confirm that W-2s have been paid in advance, (iv) all other employee obligations have been fulfilled, and (v) no legal action has been initiated against us or our affiliates.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Column 1 Type of expenditure	Column 2 Amount	Column 3 Method of payment	Column 4 When due	Column 4 To whom payment is to be made
Initial Franchise Fee See Note 1	\$50,000 for the first 200,000 – 300,000 in population in your Protected Territory. Plus, \$100 per each additional 1,000 people (pro rata) in the Protected Territory over 300,000. \$25,000 for Medium Density Market Territory and Small Territory (less than 200,000 in population).	As incurred	Upon signing the Franchise Agreement	Us

Column 1 Type of expenditure	Column 2 Amount	Column 3 Method of payment	Column 4 When due	Column 4 To whom payment is to be made
Leased Space for Agency See Note 2	\$4,000 – \$9,600	See Note 2	See Note 2	See Note 2
Utility Deposits See Note 6	\$300 – \$500	Lump sum	As per terms of invoice	Landlord, service providers
Furnishings See Note 3	\$2,000 – \$4,000	As arranged with vendors	As per terms of purchase	Approved vendor
Technology Infrastructure See Note 4	\$4,000 – \$9,500	As arranged with vendors	As per terms of lease or purchase	Approved vendor
Signage See Note 5	\$400 – \$5,000	As arranged with vendors	As per terms of purchase	Approved sign vendors
Marketing Materials (brochures, business cards, etc.) See Note 7	\$250 - \$500 plus shipping and handling	As arranged with vendor	As per terms of invoice	Approved print vendor
Office Supplies, PPE, and medical supplies	\$600 - \$730	As arranged with vendor	As per terms of invoice	Various
Printing, reproduction & postage	\$0 - \$300	As arranged with vendor	As per terms of invoice	Various

Column 1 Type of expenditure	Column 2 Amount	Column 3 Method of payment	Column 4 When due	Column 4 To whom payment is to be made
Business Licenses and Other Required License See Note 8	\$200 – \$10,000	City/county municipal authority; if applicable, state health care governing authority	As required by applicable authority	Applicable authority
Local Marketing Spend See Note 9	\$3,000 – 5,250	As arranged with vendors	Per terms of invoice	Various approved and required vendors
State Electronic Visit Verification (“EVV”) See Note 10	\$0 – \$2,000	Drafted monthly from your bank account via EFT.	Per terms of invoice	BrightStar Technology or other Approved vendor
Director of Nursing hired in advance of opening to meet licensure requirements, as needed. See Note 11	\$0 – \$8,658	Directly to Consultant / Director of Nursing	As per terms of invoice	Director of Nursing
Insurance (excluding workers comp) See Note 12	\$1,740 – \$5,000	Directly to approved supplier as per supplier’s invoice	As per terms of invoice	Approved vendor
Workers’ Comp Insurance See Note 13	\$445 – \$3,300	Directly to approved supplier as per supplier’s invoice	As per terms of invoice	Approved vendor
Employee Travel and Living Expenses Associated with Training See Note 14	\$4,990 – \$10,200	As arranged with vendors	As per terms of purchase	Various suppliers
Legal Fees See Note 15	\$2,000 – \$5,500	As arranged with vendors	As per terms of invoice	Legal advisors

Column 1 Type of expenditure	Column 2 Amount	Column 3 Method of payment	Column 4 When due	Column 4 To whom payment is to be made
Joint Commission Accreditation	\$0 – \$6,192	As arranged with vendor	As per terms of invoice	Applicable authority
Additional Operating Funds – 3 months See Notes 16 and 17	\$53,829 - \$83,956	Lump sums	As needed	Various
Total	\$102,754 - \$220,186			

If you are an existing franchisee renewing your franchise and sign our current Franchise Agreement together with the Standard Renewal Addendum to Franchise Agreement, you will not incur most of these costs because your Agency already is open. However, we may require you to make certain upgrades, modifications, and improvements at your Agency to meet our current standards. Your costs will depend on your Agency's current condition. If you are acquiring a franchise for a Medium Density Market territory, you may use your existing office space that you acquired for your existing Agency during the first 12 months of operation (at which point, we may require you to open a separate office if you have not met the Net Billings increase required under the Medium Density market Addendum). As such, your estimated initial investment will not include the costs included in the table above for Leased Space for Agency, Utility Deposits, or Furnishings.

NOTES

* All fees and payments are non-refundable, unless otherwise stated or permitted by the payee.

NOTE 1. Initial Franchise Fee. The Initial Franchise Fee is nonrefundable and more fully described in Item 5.

NOTE 2. Leased Premises. You will need approximately 750 to 1100 sq. ft. of office space for your first Agency. For additional Agencies, you will need approximately 450 to 750 sq. ft. of office space. Rates may vary depending on different regions of the country. This estimate includes rent for the first three months and a deposit of last month's rent for your first Agency. If a landlord is paying for some of the improvements to the leased space, it may amortize that expense in the form of additional rent. Payments will be made directly to the landlord according to the lease's terms. The site is subject to our approval. You should consult with your own attorney regarding the lease and related matters. (If your territory is or at any time becomes a "jumbo territory," meaning it contains or has grown to a population of 800,000 or more, we may require you to maintain additional offices if certain metrics are not met as set forth in the Operations Manual.)

NOTE 3. Furnishings. This includes 3 desks, 3 office chairs, 2 guest chairs, telephone equipment, pictures, curtains, and office supplies.

NOTE 4. Technology Infrastructure. Item 11 describes the required software or hardware.

NOTE 5. Signage. All signage is subject to our approval. Cost varies on the type of signage.

NOTE 6. Deposits. This item includes utility deposits, telephone company deposits, and electric and other energy company deposits.

NOTE 7. Marketing Materials. Includes a 3-month supply of brochures and business cards for up to three people.

NOTE 8. Business Licenses and Other Required Licenses. State rules vary on medical and staffing licensure and other associated licenses, e.g., CLIA waiver. As noted in Item 1, you are responsible for investigating the availability of and requirements for obtaining all necessary licenses in your state. You should conduct this investigation before acquiring our franchise because you cannot operate as a franchisee without all required licenses. A Home Health Agency License (“HHA”) to perform skilled services is not required until you achieve \$15,000 in weekly revenue. Some states will still require personal care or staffing licenses and costs will vary depending on your state. The high end of this range (\$10,000) is for California, which requires a \$3,000 surety bond for Nurse Registry application and \$5,165 for the HCO license. The HCO license in California enables you to perform companion and personal care services. If you are not able to obtain a newly-issued home health agency or other required license in your state because of a state-imposed or other moratorium or because of a requirement to show a certificate of need, you might be able to acquire a previously-issued license from an existing provider in the state that no longer needs its license and is interested in selling its license to a third party. However, the cost of buying a previously issued license from an existing provider might be significantly greater than the estimate provided in the table above for a newly-issued license. We do not control that cost. You should consider the availability and cost of required licenses before acquiring our franchise.

NOTE 9. Local Consumer Marketing. Beginning on your Agency’s Opening Date, you must spend for local advertising the greater of:

- (i) 1.5% of your Agency’s monthly Net Billings up to \$200,000 (for a 4-week month or \$250,000 for a 5-week month) and 0.5% of your Agency’s monthly Net Billings over \$200,000 (for a 4-week month or \$250,000 for a 5-week month); or
- (ii) \$1,000 per month. This is without regard to the General Marketing Fee you pay us. All local advertising must meet our then-current requirements.

NOTE 10. State Electronic Visit Verification (“EVV”) is required by some states when a franchisee participates in certain Medicaid programs. If EVV is required by the state, this fee covers the cost of integrating ABS with the state or third party selected by the state. The integration enables the data required to authorize and approve payment to flow automatically between ABS and the state. Without this automation, the state may require the franchisee to enter the data manually on its portal or website. The one-time fee per aggregator covers the initial set-up and testing of the integration. The on-going “per record” charge covers the ongoing maintenance costs of supporting the integration. It is your responsibility to understand your state’s EVV requirements and notify us with sufficient lead time to integrate into ABS.

You have the option of using another state EVV provider whom we approve; however, you still must pay us the \$1,000 integration fee per aggregator. All other fees required by the third-party provider would be paid by you directly to the third-party provider.

NOTE 11. Director of Nursing. In most states, personal care licenses do not require a nurse to be identified on the license, though there are some states in which the license covers both personal care and skilled (including but not limited to FL, NH, KS, OK, TX, MN, VA, WI, WY, and WA). In those states, you would need a DON identified as part of your license application. The high end in this range includes salary for a part-time DON to satisfy that requirement.

NOTE 12. Insurance Excluding Workers Comp. The estimate in the table above represents your estimated insurance costs (excluding workers comp) for the first 3 months you operate your Agency. Your estimated yearly insurance costs (excluding workers comp) during year 1 will range from \$6,400 - \$12,000 paid either by lump sum payment or finance premiums on monthly installments depending upon provider selected. We disclose required insurance coverage in Item 6.

NOTE 13. Workers' Comp Insurance. The estimate in the table above represents your estimated workers' comp for the first 3 months you operate your Agency. Your estimated yearly workers comp costs during year 1 will range from \$1,800 - \$10,000 subject to audit at the end of the policy term and variable depending on the state in which your territory is located and concurrent market conditions.

NOTE 14. Employee Travel and Living Expenses Associated with Training. The amount may vary based on the type of accommodations you select, dining preferences, travel preference, differences in compensation arrangements with your employees while the employee is being trained, and e-learning options we provide.

NOTE 15. Legal Fees. The estimate in the table above reflects the fees for review of employment and customer contracts provided by a vendor for any necessary modifications required by local and state law before use. You must also have the documents reviewed annually by a labor-law attorney for labor law and joint-employer issues. The ongoing costs depend on the marketplace and attorneys you select; however, we estimate the cost associated with the annual review to be between \$2,500 – \$3,500.

NOTE 16. Additional Operating Funds. The estimate for additional operating funds contained in the table above reflects the period through the end of 3 months after opening your Agency. With increased difficulty in accessing credit, we recommend having additional working capital on-hand. Specifically, we estimate you will need approximately \$186,251 - \$358,415 (\$154,951- \$335,604 for a Medium Density Market territory) in total additional operating funds for the first 12 months you operate the Agency, without factoring the amount of gross margin that would reduce this amount.

The additional funds we estimate you may need will vary considerably among our franchisees based on a variety of factors, including the number of employees you choose to hire and the salary and other benefits you choose to pay; the extent you will be actively involved in operations; your skill, experience, business acumen and credit-rating; local competition; local economic conditions,

including rent and wage scales and the cost of supplies; and the actual sales levels you reach during the initial 3-month period.

The additional funds category is not the only source of cash but is in addition to cash flow from operations. The figures we show do not include an allowance for payments of royalty fees. We do not project what your actual revenue or Net Billings will be. However, you should allow for these fees and expenses when you make your own calculations of the additional funds you will need as working capital.

The additional funds category does not include any allowance for payments made to a bank or financing company on any loan you may obtain to finance the cost of purchasing the franchise or other development-related costs.

NOTE 17. Additional Operating Funds – Employee Related Expenses. The employees you need to hire will vary based upon state licensure and your skill set.

You must devote full-time involvement in the business for the first 2 years from the Opening Date and, if you acquire a franchise for a “standard” size territory, implement one of the 2 organizational model options specified in the Operations Manual. Your or your owners’ salaries are excluded from the amounts needed in the first year, as it is expected that you or your owners will be paying down debt, reinvesting to build the business and may not draw a salary until year 2 or thereafter.

The 2 organizational models where a “standard” size territory is involved are:

- (1) You (or your owner) as Operations Manager/branch manager in a state where a part-time licensed registered nurse (RN) is permitted for licensure purposes, and you hire a full-time salesperson [this is the lowest cost organizational model]; and
- (2) You (or your owner) as salesperson operating in a state where a part-time licensed registered nurse (RN) is permitted for licensure purposes, and you hire a branch manager.

The total 3-month range of organizational structure costs during the start-up period ranges from \$32,658 - \$60,240 or \$10,886 - \$20,080 per month, depending on the pay rates negotiated. The 3 operational models anticipate you will use our recommended bookkeeping firm or another firm with similar experience and not hire a finance manager during year one. Should you wish to hire an operations manager to oversee the day-to-day operations after the first 2 years, you must submit a written request and obtain written approval from us.

You must hire and maintain a full-time salesperson for each territory with up to 400,000 in population. If you acquire a territory via a transfer with more than 400,000 in population, an additional salesperson is required for each additional 250,000 (or portion thereof) in population. In addition, if you operate more than one Agency, you must have a properly trained branch manager/operations manager and a full-time salesperson for each Agency. Additionally, you must hire and maintain an RN Director of Nursing (“DON” – a registered nurse must fill the DON position) that works at least 20 hours per week.

If you acquire a franchise for a “Small” territory, you (or your owner) is permitted to hold 2 of the 3 (but not all 3) key positions for which you must hire and designate personnel, i.e., Branch Manager, Salesperson, and/or Director of Nursing.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Agency in strict conformance with our methods, standards, and specifications prescribed in our confidential operating manual and various other confidential manuals and writings (collectively the “Operations Manual”), all of which we may change. You may incur an increased cost to comply with these changes at your own expense. We will notify you of any change to our standards and specifications by way of electronic or written amendments to the Operations Manual or otherwise in writing. The Operations Manual covers nearly all aspects of your Agency’s operations, such as processes and procedures, client service techniques, and the administration of staffing and scheduling.

We have the right to require you to purchase certain approved services and products (“Approved Services and Products”), which may periodically include Proprietary Products, only from us, our affiliates, or other suppliers or distributors we approve or designate, which in certain instances may be a single sourced supplier or that meet our standards and specifications. Currently, you must use our designated suppliers for medical supplies (where alternative sources of supply are unavailable), marketing materials, credit card processing services, payroll services (unless we approve your request to use an alternative supplier), drug screening, insurance brokerage for all types of insurance coverage except employee benefits, and email, unless we grant you an exception. You also must use our required vendor partner for any SEM/PPC advertising investments to ensure optimal campaign performance and brand continuity. You must use the Athena Business System (“ABS”), the accounting software we designate (currently, Microsoft Dynamics GP, also referred to as the Great Plains accounting software), the learning management software we designate (to support federal, state, and local license training requirements and other matters), the revenue cycle management services (currently, True North), and the required supporting hardware and software to operate your Agency. You will have the option to request our permission to use an alternative vendor for payroll services. If we grant your written request, you will be allowed to use such vendor’s payroll software and will not be required to use ABS’s payroll-related functions. You must obtain your accounting software and each application and collection software from us or our affiliates, or any third party we may designate and the ABS from us or our affiliates, currently, BrightStar Technology. You must use our designated supplier for access to our electronic learning management system. You must also purchase at your sole expense any software necessary to meet state-specific requirements of a state program or segment of business unique to your location and/or state. If you choose to use a CRM system and application service systems during the operation of your Agency, you must license the CRM system and application service systems from our designated supplier.

In addition to the software, you must obtain from us, our affiliates, or any third party we designate, you must purchase and use any computer system or software application we develop or select, including all future updates, supplements, and modifications. You must also purchase appropriate computer hardware and software infrastructure for your local office use (the “Technology Infrastructure”). You must acquire appropriate business class internet access from a third party;

that access must include small office firewall for internet security. In addition, in conjunction with our ABS Mobile platform, we recommend the purchase of mobile tablets with a keyboard and/or laptops for your Director(s) of Nursing.

You must purchase all signs, uniforms, drug screening services, and medical supplies (where alternative sources of supply are unavailable) from us, designated suppliers or approved suppliers. You must offer services in the manner we prescribe, provide quality client service, and otherwise operate the Agency to enhance the image we intend for the BrightStar Care Agency Program, including the live answer for existing and prospective customers, employees, and applicant calls as outlined in the Operations Manual.

We formulate and modify our standards and specifications for products and services based upon marketplace and reimbursement changes, the collective experience of our franchisees and our company-owned locations, and our franchise support center personnel. We have the right to change our standards and specifications, including those for products, services, signs, and medical supplies, by written notice to you or through changes in the Operations Manual. You may incur an increased cost to comply with these changes at your own expense; however, no change will materially alter your fundamental rights under the Franchise Agreement. We will notify you of any change to our standards and specifications by way of electronic or written amendments to the Operations Manual or otherwise in writing.

If you wish to purchase from an unapproved supplier any item or service designated to be purchased only from an approved supplier, you may request our evaluation of a proposed supplier, a description of the item you wish to purchase, and purchase price of the item, if known. While we are not required to approve any particular supplier, we may base our approval of any proposed item or supplier on considerations relating to the item or supplier itself as well as to the uniformity, efficiency, and quality of operation we deem necessary or desirable for our BrightStar Care Agency Program as a whole. We will notify you in writing (via email or otherwise) of our approval or disapproval of a proposed supplier, product, or service within 30 days after receiving all requested information. We may charge you up to \$5,000 for the evaluation if we ultimately approve the supplier. However, we will charge a minimum fee of \$2,500 if the vendor, as part of its proposed scope of services, will need access to any of our technology platforms. We may revoke our approval of particular products or suppliers when we determine they no longer meet our standards. Upon receipt of written notice of such revocation, you must cease purchasing products from such supplier. You must use products purchased from approved suppliers solely in connection with the Agency's operation and not for any competitive business purpose. Despite these procedures, we may limit the number of approved suppliers, designate sources you must use, and refuse your requests for any reason, including because we already have designated an exclusive source (which might be us or our affiliate) for a particular item or service or believe that doing so is in the best interests of the BrightStar Care network. No officer or director owns an interest in a designated supplier.

You may request in writing our permission to use an alternative vendor for payroll services. Your written request must include a description of the service(s) the alternative vendor would provide, and the cost(s) of the service(s), if known. While we are not required to approve any particular vendor, we may base our approval on considerations relating to the vendor itself as well as to the

uniformity, efficiency, and quality of operation we deem necessary or desirable for our BrightStar Care Agency franchise program as a whole. We will notify you in writing (via email or otherwise) of our approval or disapproval of a proposed alternative payroll vendor within 30 days after receiving all requested information. If we grant your request, you will be allowed to use such vendor's payroll software and will not be required to use ABS's payroll-related functions. We may revoke our approval of the vendor when we determine it no longer meets our standards. Upon receipt of written notice of such revocation, you must cease purchasing payroll-related services from such vendor. You must use services purchased from approved alternative vendors solely in connection with the Agency's operation and not for any competitive business purpose. Despite these procedures, we may refuse your requests for any reason, including because we believe that doing so is in the best interests of the BrightStar Care network.

In our fiscal year ending December 28, 2025, we derived no revenue from direct franchisee purchases from us. Based on its internal records, during the year ended December 28, 2025, our affiliate, BrightStar Technology Group, LLC, derived revenue in the amount of \$6,175,995 from required franchisee purchases. None of our other affiliates derived revenue from any franchisee purchases or leases.

An approved supplier, Quill, currently pays us compensation in the form of volume rebates based on the purchases you make for office supplies, ink & toner, cleaning & breakroom, and general practice supplies. We receive a 3% rebate of net sales up to \$300,000 and a 3.5% rebate of net sales over \$300,000 on purchases for office supplies, ink & toner, cleaning & breakroom, and general practice supplies for use in BrightStar Agencies. During the 2025 fiscal year, we did not receive any rebates based on franchisee purchases.

You must pay the then-current price for the items you purchase from us or our affiliate. In some instances, the cost for the items you purchase from us or our affiliate may be higher than the cost of other similar supplies and products on the market.

We estimate that the costs of your purchases from designated or approved sources, or according to our standards and specifications, are approximately 91% of the total cost of establishing your Agency and approximately 82% of the total cost of operating your Agency (excluding field staff costs) after that time.

Insurance

Within 120 days of signing your Franchise Agreement, you must obtain insurance coverage only from the agencies and carriers we designate. We make no representation that the coverage will be sufficient for your business purposes. You need to evaluate if your business will require broader coverage, higher limits, or additional types of insurance also available through the approved agency. Some of these insurance policies may include free Human Resources advice accessible by hotline. Any and all coverage contemplated must insure both skilled and non-skilled home care and temporary medical staffing. For each line of Liability coverage below, you must name BrightStar Group Holdings, Inc., a Delaware corporation, its subsidiaries, officers, directors, and employees, and any other person or entity we may designate in the future as Additional Insureds. Our minimum, mandatory insurance requirements are currently as follows, some of which are required to increase as your annual revenue increases:

(a) General Liability on an occurrence basis under the following annual revenue tiers with a separate limit not less than:

- (1) \$1,000,000 per occurrence/\$3,000,000 aggregate per policy year if your annual revenue is between \$0 - \$5,000,000;
- (2) \$3,000,000 per occurrence/\$5,000,000 aggregate per policy year if your annual revenue is between \$5,000,001 - \$10,000,000; and
- (3) \$5,000,000 per occurrence/\$10,000,000 aggregate per policy year if your annual revenue is above \$10,000,000.

If you purchase this coverage on a claims-made policy form, you must purchase a minimum 3-year extended reporting endorsement (aka “tail”) upon sale or closure of your business.

(b) Abuse & Molestation coverage with a separate limit under the following annual revenue tiers not less than:

- (1) \$1,000,000 per occurrence/\$3,000,000 aggregate per policy year if your annual revenue is between \$0 - \$5,000,000; and
- (2) \$2,000,000 per occurrence/\$4,000,000 aggregate per policy year if your annual revenue is above \$5,000,001.

(c) General Liability on an occurrence basis under the following annual revenue tiers with a separate limit not less than:

- (1) \$1,000,000 per occurrence/\$3,000,000 aggregate per policy year if your annual revenue is between \$0 - \$5,000,000. The following minimum sub-limits must be met: \$1,000,000 Personal & Advertising Injury, \$1,000,000 Products/Completed Ops Aggregate, \$100,000 Damage to Rented Premises, and \$5,000 Medical Expense. If you purchase this coverage on a claims-made policy form, you must purchase a minimum 3-year extended reporting endorsement (aka “tail”) upon sale or closure of your business;
- (2) \$3,000,000 per occurrence/\$5,000,000 aggregate per policy year if your annual revenue is between \$5,000,001 - \$10,000,000. The following minimum sub-limits must be met: \$3,000,000 Personal & Advertising Injury, \$3,000,000 Products/Completed Ops Aggregate, \$300,000 Damage to Rented Premises, and \$15,000 Medical Expense. If you purchase this coverage on a claims-made policy form, you must purchase a minimum 3-year extended reporting endorsement (aka “tail”) upon sale or closure of your business; and
- (3) \$5,000,000 per occurrence/\$10,000,000 aggregate per policy year if your annual revenue is above \$10,000,000. The following minimum sub-limits must be met: \$1,000,000 Personal & Advertising Injury, \$5,000,000 Products/Completed Ops Aggregate, \$500,000 Damage to Rented Premises, and \$22,500 Medical Expense. If you purchase this coverage on a claims-made policy form, you must purchase a minimum 3-year extended reporting endorsement (aka “tail”) upon sale or closure of your business.

(d) Non-owned automobile liability coverage not less than \$1,000,000 combined single limit each accident.

(e) Special form property insurance in an amount appropriate for your business personal property. Business Income and Extra Expense must be insured for \$300,000.

(f) An umbrella with a minimum \$1,000,000 limit excess over the professional, general, auto, and employer's liability (part of Work Comp).

(g) Cyber-liability under the following annual revenue tiers with a:

(1) \$500,000 minimum limit responding to unauthorized access of your location's computer system, covering costs associated with notification of affected parties, credit monitoring, investigative & administrative costs, as well as 3rd party liability for the breach if your annual revenue is between \$0 - \$5,000,000;

(2) \$1,500,000 minimum limit responding to unauthorized access of your location's computer system, covering costs associated with notification of affected parties, credit monitoring, investigative & administrative costs, as well as 3rd party liability for the breach if your annual revenue is between \$5,000,001 - \$10,000,000; and

(3) \$2,500,000 minimum limit responding to unauthorized access of your location's computer system, covering costs associated with notification of affected parties, credit monitoring, investigative & administrative costs, as well as 3rd party liability for the breach if your annual revenue is above \$10,000,000;(h) Workers' Compensation and employer's liability insurance with minimum limits of \$500,000/\$500,000/\$500,000 or as required by state law, whichever is greater.

(h) Employment Practices Liability (EPL) insurance under the following annual revenue tiers with:

(1) \$500,000 minimum limits providing defense costs and damages up to policy limits for claims of sexual harassment, discrimination, and wrongful termination (coverage must include a "3rd Party Endorsement" to respond to client allegations of similar wrongful acts) to include at minimum \$250,000 for Wage & Hour defense costs if your annual revenue is between \$0 - \$5,000,000. If the EPL is not accessible or available at a reasonable cost (as determined by our finance department in writing), a minimum \$100,000 for Wage & Hour defense costs may be accepted. Should you elect EPL with a minimum \$100,000 for Wage & Hour defense costs and a claim is made against you or any of your employees or affiliates, you must obtain a letter of credit for the difference between the standard \$250,000 minimum and the \$100,000 exception. You must purchase a minimum 12-month extended reporting endorsement (aka "tail") upon sale or closure of your business;

(2) \$1,000,000 minimum limits providing defense costs and damages up to policy limits for claims of sexual harassment, discrimination, and wrongful termination (coverage must include a "3rd Party Endorsement" to respond to client allegations of similar wrongful acts) to include at minimum \$500,000 for Wage & Hour defense costs if your annual revenue is between \$5,000,001 - \$10,000,000. If the EPL is not accessible or available at a reasonable cost (as determined by our finance department in writing), a minimum

\$100,000 for Wage & Hour defense costs may be accepted. Should you elect EPL with a minimum \$100,000 for Wage & Hour defense costs and a claim is made against you or any of your employees or affiliates, you must obtain a letter of credit for the difference between the standard \$500,000 minimum and the \$100,000 exception. You must purchase a minimum 12-month extended reporting endorsement (aka “tail”) upon sale or closure of your business; and

(3) \$2,000,000 minimum limits providing defense costs and damages up to policy limits for claims of sexual harassment, discrimination, and wrongful termination (coverage must include a “3rd Party Endorsement” to respond to client allegations of similar wrongful acts) to include at minimum \$1,000,000 for Wage & Hour defense costs if your annual revenue is above \$10,000,000. If the EPL is not accessible or available at a reasonable cost (as determined by our finance department in writing), a minimum \$100,000 for Wage & Hour defense costs may be accepted. Should you elect EPL with a minimum \$100,000 for Wage & Hour defense costs and a claim is made against you or any of your employees or affiliates, you must obtain a letter of credit for the difference between the standard \$1,000,000 minimum and the \$100,000 exception. You must purchase a minimum 12-month extended reporting endorsement (aka “tail”) upon sale or closure of your business.

(i) Crime coverage responding to employee theft from you or theft of your clients’ property with a minimum \$25,000 limit per incident and must not contain a Conviction Clause.

(j) Any other insurance not listed here but required by applicable law, rule, regulation, ordinance or licensing requirements.

(k) Any updates made from time to time in the Operations Manuals.

In order to monitor claims activity on a national level, and to most effectively assess program exposures, each franchisee is required to collect Loss History Statements (“Loss Runs”) from the carriers and remit to us when requested. Certain states also require a surety bond for licensure purposes. These minimum amounts may be revised periodically in the Operations Manual to reflect inflation, general industry standards, or our future experience with claims.

All insurance companies must carry an A.M. Best’s rating of “A-/Excellent” or better, or be approved by us in writing before placement of coverage.

While not currently in place, we may develop a Workers’ Compensation Insurance Captive Plan. A “Captive” is a closely held insurance company whose insurance business is primarily supplied by and controlled by its owners and in which the original insureds are the principal beneficiaries. In a captive, the shareholders-insureds actively participate in decisions influencing underwriting and operations. Participation in the Workers’ Compensation Insurance Captive Plan will be determined by specifically measured criteria on a location by location basis.

Leases

If you are leasing the Agency’s premises, you and the landlord must sign the Collateral Assignment of Lease, or a comparable document, a copy of which is attached to the Franchise Agreement as Exhibit “C.” This document gives us the option to take certain actions in the event of a default of

your Franchise Agreement or Lease, and to assume your lease if the Franchise Agreement expires or terminates for any reason. If you are acquiring a franchise for a Medium Density Market territory, you may use your existing office space that you acquired for your existing Agency during the first 12 months of operation (at which point, we may require you to open a separate office if you have not met the Net Billings increase required under the Medium Density market Addendum).

If your affiliate intends to purchase real estate as the Premises where the Agency will operate, you and your affiliate must adhere to the same requirements and review process as outlined in the Franchise Agreement and Operations Manual. You may not own the site from which you plan to operate the Agency. You must lease the site from a third party, whether or not affiliated with you. If your affiliate owns the site, you must execute a separate lease with that affiliate governing the terms of your possession and occupancy of the premises.

You may only operate your Agency from a physical site which we have approved and that meets the site selection requirements as outlined in the Operations Manual.

ITEM 9 FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	5.1	Items 5, 11, 12
b. Pre-opening purchases/leases	5.1, 5.6, 5.8, and 6.1	Items 7, 8
c. Site development and other pre-opening requirements	5.1	Items 6, 7, 11
d. Initial and ongoing training	5.3 6 of Standard Renewal Addendum	Items 6, 11
e. Opening	1.5	Item 11

Obligation	Section in agreement	Disclosure document item
f. Fees	3 and 5 3, 5 and 8 of Standard Renewal Addendum 3 and 15 of Expansion Option Agreement	Items 5, 6, 10, 11
g. Compliance with standards and policies/ operating manual	5 and 6	Items 8, 11, 14, 16
h. Trademarks and proprietary information	4 and 10.2	Items 13, 14
i. Restrictions on products/services offered	1.1, 5.6, and 5.8	Items 8, 16
j. Warranty and customer service requirements	5.2, 5.6, and 5.12	Item 8
k. Territorial development and sales quotas	1.5 3, 5 and 7 of the Standard Renewal Addendum 1 and 2 of Medium Density Market Addendum and 1 of Small Territory Addendum 2 of Standard Resale Addendum Expansion Option Agreement	Item 12
l. Ongoing product/service purchases	5.8	Items 8, 11
m. Maintenance, appearance, and remodeling requirements	5.5 and 8	Items 6, 8
n. Insurance	15	Items 6, 7, 8

Obligation	Section in agreement	Disclosure document item
o. Advertising	7	Items 6, 11
p. Indemnification	18.1	Item 6
q. Owner's participation/ management/ staffing	6.4 and 2 of Small Territory Addendum	Items 11 and 15
r. Records and reports	9	Items 8, 11
s. Inspections and audits	5.14 and 9	Items 6, 11, 13
t. Transfer	11 10 of Expansion Option Agreement	Items 6, 17
u. Renewal	2.2 5 of Standard Renewal Addendum 2 of Medium Density Market Addendum and 3 of Small Territory Addendum	Item 17
v. Post-termination obligations	13	Item 17
w. Non-competition covenants	10	Item 17
x. Dispute resolution	14	Item 17
y. Retention of Field Staff, Minimum Customer Net Promoter Score, and Minimum Employee Net Promoter Score	5.4.1, 5.6.8, and 5.6.9	Item 17
z. Other	Not Applicable	Not Applicable

ITEM 10 FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease, or obligation.

ITEM 11
FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS,
AND TRAINING

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

- A. Before you open your Agency, we will make the following assistance available to you (citations are to sections in the Franchise Agreement):
1. We will grant you access to the Operations Manual via our intranet. We may modify the Operations Manual by written or online supplements of which you will receive access via our intranet (§6.1). Our Operations Manual contains a total of 1,123 pages and covers the following topics: ABS User Manual- (625 pages), Volume 1 - Introduction to BrightStar (51 pages), Volume 2 - Franchise Administration (108 pages), Volume 3 - Operations (73 pages), Volume 4 - National Accounts (42 pages), Volume 5 - Clinical (40 pages), Volume 6 - Recruiting and Retention (46 pages), Volume 7 - Marketing (33 pages), Volume 8 - Sales (71 pages), Volume 9 - Skilled (34 pages). A copy of the table of contents for our Operations Manuals is attached to this Disclosure Document as Exhibit C.
 2. Review the proposed lease for your Agency premises before you sign it to determine that it meets our standards for notice of assignment to us and other requirements included in the Operations Manual. We neither offer nor provide any other services in this regard (§5.1).
 3. Assistance with ordering business cards, brochures, and initial recruiting and marketing materials as listed in the Operations Manual (§5.10).
 4. After signing your Franchise Agreement, we may assist you in goal-setting and business planning (§5.3.3).
 5. Provide you with two, three to four day training sessions (no more than 12 days total) for new owners at our headquarters, a nearby training/conference center, or conducted virtually (§5.3.1).
 6. Provide you (and certain of your employees) with two to four days of training at our headquarters for each of the 3 key positions, including (1) branch/operations manager (or director), (2) director of nursing (DON), and (3) salesperson (the “Key Positions”) (§5.3.1).
- B. During your operation of your Agency, we will make the following assistance available to you (citations are to sections in the Franchise Agreement):
1. Provide consultation and advice in response to your inquiries about specific administrative and operating issues. We may decide how best to communicate this consultation and advice to you, whether by telephone, in writing, electronically or in person. The method we choose may be different than the methods we use for other franchisees (§5.3.7).

2. Administer the General Marketing Fund (also referred to as the National Ad Fund) and provide libraries of approved marketing and advertising materials for local use (§7.1).
3. Make goods and services available to you either directly or through approved suppliers (§5.8.1).
4. While not currently in place, we may develop a mandatory advanced training program and require your key personnel to attend at our headquarters or another location we designate. We may charge you a fee for this mandatory advanced training, and you must pay all of your travel expenses (transportation, hotel, meals, etc.) and related salary expenses. Except for replacement managers, we will not require more than 2 people to attend more than 4 days of additional mandatory advanced training during any 12-month period. If you hire a replacement manager, he or she must meet our applicable training requirements within 90 days after employment begins, including completing any mandatory advanced training (§5.3.6).
5. BrightStart and ReStart Programs are part of our onboarding and are currently in place to assist new owners to open their first Agency (BrightStart) and to build BrightStar competencies and to assist new owners acquiring an existing Agency (ReStart) with onboarding and building BrightStar competencies. In order to participate in the BrightStart or ReStart Programs and receive these resources, you (or, if you are a legal entity, your owners and/or other required personnel) must comply with all of the requirements of the BrightStart or ReStart Program as outlined in the Operations Manual (§5.3.5). BrightStart includes a pre-determined education plan, including pre-opening checklists (typically around 3 months) and post-opening coaching for the first 24 months of BrightStar Ownership. This process and support model can be understood as a 27-month plan to learn the foundations of the model and ensure that the model is being executed in your local market. ReStart is condensed based on timing up to 12 months and will be a validation and assessment process for the new owner to ensure the business is operating up to current standards and processes.
6. Maintain the Athena Business System, including the website (www.brightstarcare.com) or any other website we establish that will support multiple functions (i.e., sales, billing, etc.) (§1.8).
7. Periodically revise the Operations Manual to incorporate new developments and changes in the BrightStar Care Agency Program and franchise and provide you with online access or an electronic copy of all updates (§6.3).
8. Information on improvements and developments in the BrightStar Care Agency Program in the form of regular announcements via main menu page or website and newsletter bulletins distributed through email (§8.1).

9. Additional optional on-site training will be made available on an as-needed basis for an additional fee (see Item 6) (§5.3.3).

Advertising Services

C. General Marketing Fund. (See Article 8 of the Franchise Agreement)

We or our designee will exclusively maintain and administer a general marketing fund (the “General Marketing Fund”). We have the right to use General Marketing Fund contributions to develop, produce, and distribute national, regional and/or local advertising and to create advertising materials and public relations which promote the Marks, other marks owned by us or our affiliates when the use of such other marks is associated with use of the Marks, and/or the products and services offered by BrightStar Care Agency Program franchisees (§8.1). We may use the General Marketing Fund to satisfy any and all costs of maintaining, administering, directing, preparing, and producing advertising, including the cost of preparing and producing television, radio, digital media, and print advertising campaigns; the cost of direct mail and outdoor billboard advertising; the direct cost of maintaining the toll-free call-in numbers for services and recruitment; the cost of public relations activities and advertising agencies; the cost of developing and maintaining an Internet website or websites (including costs of developing, maintaining, and integrating portions of such websites related to franchisees’ employee recruiting and retention); the cost of developing and maintaining a social media presence; the costs of developing and operating a call center; the cost of developing new revenue streams for franchisees, including sales collateral, coaching and training to launch or enhance sources of revenue mix for franchises; legislative expenses; and personnel and other departmental costs for advertising for and recruiting and retaining field staff that we internally administer or prepare. Nevertheless, not all BrightStar Care Agency Program franchisees will benefit directly or on a pro rata basis from such expenditures (§8.1).

In 2025, no part of the GMF contributions was used directly to solicit new franchise sales, although we reserve the right to include on the public website or other advertising the notation “Franchises Available” (§8.1). We will use General Marketing Fund contributions to develop and prepare advertising which we will distribute to BrightStar Care Agency Program franchisees for their placement in the local media (§8.1). The advertising will be prepared by us and outside sources. If we do not spend all fund contributions by the end of each of our fiscal year, the funds may be carried forward into the next fiscal year. We may spend in any fiscal year more or less than the total General Marketing Fund contributions in that year, borrow from us or our affiliates (paying reasonable interest) to cover deficits, or invest any surplus for future use.

We have the right to determine contributions and expenditures from the General Marketing Fund, or any other advertising program, and the authority to determine the selection of the advertising materials and programs; provided, however, that we will make a good faith effort to expend such funds in the general best interests of the BrightStar Care Agency Program on a national or regional basis. We are not required to spend any amount of General Marketing Fund contributions in your Protected Territory, and not all BrightStar Care Agency Program franchisees will benefit directly or on a pro rata basis from our

expenditures. We have the right to use the General Marketing Fund to pay for expenses we incur in activities reasonably related to directing the General Marketing Fund and its programs, including market research, public relations, creating, preparing, and producing marketing materials, and collecting and accounting for General Marketing Fund contributions; reasonable salaries and benefits of personnel who manage and administer the General Marketing Fund; the General Marketing Fund's other administrative costs, including taxes we must pay on General Marketing Fund contributions we receive; travel expenses of personnel while they are on General Marketing Fund business; meeting costs; overhead relating to General Marketing Fund business; and franchisee conferences (§8.1). The General Marketing Fund need not be audited. Upon your written request, we will provide you with an unaudited accounting of General Marketing Fund expenditures.

We may terminate and resume the General Marketing Fund periodically during the franchise term; however, any decision to terminate or resume the General Marketing Fund will apply to all franchisees equally. We will not terminate the General Marketing Fund before making arrangements to spend or rebate any balance in the General Marketing Fund after payment of all expenses. If we resume the General Marketing Fund, we will give you at least 30 days' written notice before General Marketing Fees become due again, and we will collect General Marketing Fees at the original rate. Anyone who buys a franchise after you do and signs a different form of Franchise Agreement may pay a different rate of General Marketing Fees than you do. In addition, existing franchisees that during 2016 renewed their franchises early or extended their current franchise terms (and signed our then-current Franchise Agreement together with an Early Renewal or Extension Addendum to Franchise Agreement) might pay a different rate of General Marketing Fees than you do based on their Net Billings levels. Our current General Marketing Fees are described in Item 6. Any company-owned Agencies will contribute to the General Marketing Fund at a rate that is equal to the lowest percentage contribution rate that any Agency franchisee then pays to the General Marketing Fund.

D. Accounting for General Marketing Fund (See Article 8 of Franchise Agreement)

We will administratively segregate all contributions to each Fund described in Article 8 of the Franchise Agreement on our books and records. All contributions to the Funds may be deposited in our general operating account and commingled with our general operating funds. Contributions to the Funds are held neither in a "trust" nor by us as a fiduciary or in a similar special capacity or relationship. Upon written request, we will furnish you an unaudited report in a form we determine no later than 120 days after the close of our fiscal year on each Fund to which you contributed during the preceding year. We may elect to accumulate monies in the Funds for periods of time, as we deem necessary or appropriate, with no obligation to expend all monies received in any fiscal year during the same fiscal year. If our expenditures for General Marketing in any one fiscal year exceed the total amount contributed to the applicable Fund during that fiscal year, we have the right to be reimbursed for any excess expenditures from any amounts contributed after that to the applicable Fund.

E. Local Marketing.

All advertising (including through digital, video and social media) that you use must be creative from our libraries of approved marketing and advertising materials, be conducted in a dignified manner, and conform to the standards and requirements we specify. You may not use any advertising or promotional plans or materials unless they are from our libraries of approved marketing and advertising materials. Any advertising or marketing materials not from our approved libraries must be submitted to us for approval and must align with our brand guidelines. (Section 8.3 of the Franchise Agreement) You must use our required vendor partner for any SEM/PPC advertising investments to ensure optimal campaign performance and brand continuity.

F. Other Information on Advertising Programs.

Advertising materials we supply according to the programs described above will be produced by us or our advertising agency depending upon the type of advertising produced and available personnel. We expect the advertising we produce will include materials for local distribution, digital marketing (including social media), print media or other print usage, radio, video and television. It will be made available from our libraries of approved marketing and advertising materials.

We do not have a franchise owner advisory council that advises us on advertising policies.

In our most recent fiscal year ended December 28, 2025, we spent 58% of General Marketing Fund expenditures on Working Media (National and local advertising, digital display, pay-per-click, CRM, SEO, PR, and social), 25.1% on Non-Working Media (Agency fees, production costs, consumer research, and salaries), 1.2% on Recruiting (talent management, salaries, recruiting services), and 15.7% on General Brand Support (marketing and sales effectiveness salaries, General & Administrative, travel, industry memberships, legislative advocacy, and essential supplies).

Site Location

Written site selection criteria identifying the important demographic and physical characteristics for an Agency premises is included in the Operations Manual. You must investigate and evaluate potential sites for their overall suitability and compatibility with our site selection criteria.

The Agency premises may not be located in a person's home. Within 120 days after we sign the Franchise Agreement, you must locate an Agency premises and we must approve that site within the 120-day period. We have 10 calendar days to approve or disapprove your site after you ask for approval (Site Selection Addendum). If you do not have approved Premises within the 120-day period, we will give you 30 days' notice to cure the default or a longer time required by applicable law. We may terminate your Franchise Agreement if you have not cured the default at the expiration of the applicable cure period, and no fees will be refunded to you. If you are acquiring a franchise for a Medium Density Market territory, you may use your existing office space that you acquired for your existing Agency during the first 12 months of operation (at which point, we may require you to

open a separate office if you have not met the Net Billings increase required under the Medium Density market Addendum).

Typical Length of Time Before Opening (citation is to a section in the Franchise Agreement):

You should be ready to open your agency within 150 days after signing the Franchise Agreement. This time may vary depending upon a variety of factors, including satisfactory Premises, procurement of financing, including a line of credit to support accounts receivables as the business grows, installation of equipment and furniture, satisfactory completion of all required training sessions, licensure with applicable regulatory agencies, and printing/mailing lead time for pre-opening recruiting plan and material.

Unless we agree to an extension in writing, we may terminate your Franchise Agreement if you do not open your Agency within 150 days after signing the Franchise Agreement or fail to complete all required training sessions, to have your Key Positions hired and trained prior to your Opening Date, to timely complete and satisfy all pre-opening requirements, or to diligently and actively pursue licenses to enable you to perform the companion care and personal care lines of business (§13.3.6).

Computer Hardware and Software Systems

You must purchase and use the Technology Infrastructure we develop or select, including all future updates, supplements, and modifications. The Technology Infrastructure we anticipate your Agency will need to open and operate includes 4 desktop computers or laptops running current Microsoft Windows operating system and associated peripherals, including monitors, office suite and other software, local network router, other network accessories, a printer, a scanner, and any installation services to install in your office. We require that all computers utilize disk encryption software, which on some computer brands is available at no additional cost. The Technology Infrastructure also includes systems and software operated by BrightStar Technology Group for your use, including the Athena Business System, Microsoft Dynamics GP accounting software, other related software solutions, and other third-party software. The recommended mobile tablets with a keyboard and/or laptops for your Director(s) of Nursing to use in conjunction with ABS Mobile, other related software solutions, and the Technology Infrastructure are used to record and analyze all clinical, business and accounting information for the operation of your Agency.

In connection with your use of certain Microsoft software products, you must sign the Microsoft Dynamics GP Software Agreement to be Bound, a copy of which is attached to this Disclosure Document as Exhibit G. From time to time, we may enter into additional agreements with software vendors that will require your acceptance of their license agreements. We reserve the right to designate changes or enhancements to the Technology Infrastructure used in your Agency, the computer hardware, software, and other equipment. When we designate the change or enhancement to the Technology Infrastructure, you may be required to make certain payments to us or our designated suppliers. You will have 3 months to install and commence use. You must procure your accounting software and cash application and collection software from us or any third party we designate and the Athena Business System and its successors from us or one of our affiliates, currently BrightStar Technology. You alone are responsible for maintenance and support of your local computer equipment and mobile devices. You are not required to use a CRM system

and application service systems during the operation of your Agency, but if you choose to do so, you must license the CRM system and application service systems from our designated supplier. If you use our designated supplier, we will provide you with two seats for your first Agency and one seat for your second and each subsequent Agency you operate at no cost, but we will not provide you with seats if the Agency operates in a Medium Density Market territory. You will be responsible for the cost of any upgrades and/or additional seats, which we will collect from you and pay to our designated supplier. We estimate the cost for any upgrades and/or additional seats will be up to \$150 per seat per month. You must also utilize the revenue cycle management services from our designated supplier (currently, True North), which you must purchase before opening your Agency. We estimate the cost of these services to be approximately \$150 per month with 0% fees for the first six months of operations, with price tiers being selected by the franchisee starting in month seven of operations. Tier A has percent fees ranging from 1.75% to 4.75% based on Average Weekly National Program Sales and Tier B has percent fees ranging from 1.50% to 3.75% based on National Program Collections.

We estimate the initial cost to purchase the Technology Infrastructure will range from \$4,000 to \$9,500. The monthly maintenance, repair, or upgrade of the Athena Business System and any annual cost to you for any optional or required maintenance, support, upgrades and updates to that system are covered by the Athena Business System Monthly Service Fee. By contrast, all hardware and computer network maintenance and upgrades of other software are your responsibility and must be done in a timely manner. There are no contractual limitations on the frequency or cost of upgrades or changes in the Technology Infrastructure, including software we may impose. Upgrades could cost between \$1,000 and \$3,000 or more annually. This cost may be controlled by leasing the Technology Infrastructure on relatively short-term leases common in the industry.

You must use the specified Technology Infrastructure and may not substitute other software in place of the Athena Business System. However, if we grant your written request to use an alternative vendor for payroll services, you will be allowed to use such vendor's payroll software and will not be required to use the Athena Business Systems' payroll-related functions. We reserve the right to specify different hardware and software systems in the future, including proprietary software that we or our affiliates develop exclusively for the BrightStar Care Agency Program.

We reserve the right to independently access all information collected or compiled by or in accordance with your use of the Athena Business System, Great Plains, or other software used in your Agency's operation. There are no contractual limitations on this right.

Training

See Section 5.3 of the Franchise Agreement for general training provisions. You are solely responsible for your (or your owners') and your employee's room, board, travel, and salary expenses associated with training.

As of the issuance date of this Disclosure Document, the BrightStar Care training program, known as Boot Camp, has four (4) training tracks: (1) New Owner track, (2) Sales track, (3) Clinical track, and (4) Operations track. All tracks include both on-line components and instructor-led classroom-based sessions held in a location in Lake County, Illinois.

New Owner Track Overview

The New Owner Training track is designed to incrementally build your (as a new franchise owner) knowledge and skill around the BrightStar Care operations, sales, and clinical business processes and compliance. These sessions are intended to supplement weekly support calls with assigned Start Team coaches. This track may include two, 3 to 4-day sessions (no more than 12 days total) and is held at our headquarters or a nearby training/conference center. Between your training sessions, you may also spend up to a week in the office of an owner. We may approve a virtual participation under certain circumstances or for certain aspects of the week's visit. This program is designed to help you gain an applied understanding of the role of an owner by participating in an Agency's most critical processes, as well as spending time with the established owner to understand her or his keys to success. You and your Key Positions must complete all required training within 150 days after signing the Franchise Agreement and prior to your Opening Date. If you acquire your Agency via a resale, you are required to attend two 3 to 4-day sessions (up to 8 days) of training prior to the hard close date (final transfer of assets). You also may spend up to a week in the office of an owner after signing the Franchise Agreement and before the transfer's effective date. We may approve a virtual participation under certain circumstances or for certain aspects of the week's visit. You must complete any remaining required training within 90 days after final transfer of assets. We reserve the right to offer training through a virtual environment and/or an e-learning platform.

Sales, Clinical, and Operations Track Overview

The Sales, Clinical, and Operations training tracks are designed specifically for the 3 key roles in the business: (1) Salesperson, (2) Director of Nursing ("DON"), and (3) Branch Manager/Director of Operations (if role not assumed by you). (As noted earlier in this Disclosure Document, if you acquire a franchise for a "Small" territory, you (or your owner) is permitted to hold 2 of the 3 (but not all 3) Key Positions.) Specifically, the Sales track focuses on the marketing and selling process and increasing skill through interactive role-play. The Clinical track focuses on the clinical administrative, regulatory, and compliance aspects of operating the business, as well as understanding the BrightStar Care clinical programs. The Operations track has a focus on the day-to-day administration of the Agency, including training on business processes and supporting information technology. These 3 key staff are required to attend and successfully complete their respective 3 to 4-day training track sessions within 150 days after signing the Franchise Agreement, or within 90 days if the new hire is a replacement. Each training "track" includes hands-on instruction for role-specific responsibilities and system functionality. You may also be required to spend up to a week in the office of an owner within 150 days after signing the Franchise Agreement and prior to your Opening Date. We reserve the right to offer training through a virtual environment and/or an e-learning platform.

The Pre-Opening and Boot Camp Training programs are conducted by our company officers, owners, directors and key employees, each of whom has significant experience in the areas he or she will teach.

A brief description of our Pre-Opening and Boot Camp trainers as of the date of this Disclosure Document, and their experience and background, are provided below.

- Debra Andrea, MBA, HCM - Director Central Intake, has over 15 years of experience in healthcare operations, including 3 years agency experience at BrightStar Care of Gurnee and 5 years with the Franchise Support Center.
- Pam Daly, Senior Director of Content Marketing, has over 15 years of experience in graphic design and brand content strategy.
- Dorrie Emmerich, Sales & Opportunity Manager, has over 20 years in sales and operations support in the healthcare industry.
- Maurie Kovach, Manager of Field Support, has over 10 years of experience in home care and senior living operations with emphasis on recruiting, care coordination, leadership and management of an agency.
- Michael Mooney, Director of Start Team, has over 10 years of experience in business development, operations, and leadership, including 3 years working in and leading a BrightStar Care agency.
- Andrew Ray, Chief Executive Officer has over 35 years of healthcare experience holding both CEO and President positions in other organizations coupled with 3 years as a BrightStar Multi-unit Franchisee and 2 of experience with BrightStar Franchising as Chief Operating Officer before being promoted to CEO.
- Diane Westbrook, Field Support Manager, has over 20 years of training and operations support experience.
- Courtney White, Manager of Field Support, has worked in healthcare for over 10 years with time spent at both the agency level and with the Franchise Support Team. Her background includes experience leading and managing teams in operations, sales, and learning and development.
- Lisa Kasper, Senior Manager, Brand Consistency, has over 9 years of experience in legal compliance and brand consistency.

The following table summarizes our initial training program that must be completed to our satisfaction by you (or your owner) and your branch/operations manager, salesperson, and director of nursing before your Agency opens.

TRAINING PROGRAM

Franchise Owner Training: New Owner – Week 1

Column 1	Column 2	Column 3	Column 4
Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Operations – Intro to Operations and the BrightStar Care Model	2	0	Bannockburn, IL or any other location we may designate; or via e-learning
Operations – Expectations and Intro to BrightStar Care Brand	2	0	Bannockburn, IL or any other location we may designate; or via e-learning
Intro to Clinical and Interface Overview	3	0	Bannockburn, IL or any other location we may designate; or via e-learning

Column 1	Column 2	Column 3	Column 4
Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Intro to: BrightStar Care Sales, Marketing and Talent Management	4.75	0	Bannockburn, IL or any other location we may designate; or via e-learning
Where Does Your Dollar Go, IT HELP Desk	1.5	0	Bannockburn, IL or any other location we may designate; or via e-learning
Key Roles: Hiring for Success	1.15	0	Bannockburn, IL or any other location we may designate; or via e-learning
Intro to: National Accounts and Financial	2	0	Bannockburn, IL or any other location we may designate; or via e-learning
Leadership at BrightStar Care	1	0	Bannockburn, IL or any other location we may designate; or via e-learning
Proforma., Owner's Showcase and Graduation & Wrap-Up	2.65	0	Bannockburn, IL or any other location we may designate; or via e-learning
Total	20.05	0	

In addition to the New Owner Training identified above, you will have 15-20 hours of online learning, which is required to be completed before attending the Boot Camp Training session outlined below.

Franchise Owner Training: New Owner – Week 2

Column 1	Column 2	Column 3	Column 4
Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Pre-work: ABS Modules	12	0	Bannockburn, IL or any other location we may designate; or via e-learning
Pre-work: ABS Exercises	1.25*	0	Bannockburn, IL or any other location we may designate; or via e-learning
Welcome/Discuss Expectations, BrightStar Care Model, and ABS Reporting	4.75	0	Bannockburn, IL or any other location we may designate; or via e-learning
Home Care Clinical	1.75	0	Bannockburn, IL or any other location we may designate; or via e-learning
Intro to BrightStar Care Sales: Part II	2.5	0	Bannockburn, IL or any other location we may designate; or via e-learning
Selling BrightStar Care & Managing Sales Process: Living Room Visits / HELP Method	1.5	0	Bannockburn, IL or any other location we may designate; or via e-learning

Column 1	Column 2	Column 3	Column 4
Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Operations - ABS Session 1 and National Accounts200	3.75*	0	Bannockburn, IL or any other location we may designate; or via e-learning
Central Intake, National Accounts Revenue Cycle Management, and Brand Standards & Compliance Overview	2.5	0	Bannockburn, IL or any other location we may designate; or via e-learning
Talent Management: Recruiting and Onboarding	2.5	0	Bannockburn, IL or any other location we may designate; or via e-learning
Operations – Financial 200 and ABS Session 2	2.5*	0	Bannockburn, IL or any other location we may designate; or via e-learning
Local Marketing and Day 2 Wrap-up	2*	0	Bannockburn, IL or any other location we may designate; or via e-learning
Operations – ABS Session 3 and Case Study	3.5*	0	Bannockburn, IL or any other location we may designate; or via e-learning
How to Work With Your Coach, Leading and Managing People at Your Agency / People Analyzer	1.5	0	Bannockburn, IL or any other location we may designate; or via e-learning
Owner Showcase, Graduation & Wrap-up	1.5*	0	Bannockburn, IL or any other location we may designate; or via e-learning
Total	29	0	
	*May include independent learning activities that occur outside the formal classroom		

Franchise Boot Camp Training: Sales/Salesperson

Column 1	Column 2	Column 3	Column 4
Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Pre-work: Revving up Referrals	1.5	0	Bannockburn, IL or any other location we may designate; or via e-learning
Marketing Boot Camp - Abbreviated (participant takes either the abbreviated version or the comprehensive as determined by their office)	1*	0	Bannockburn, IL or any other location we may designate; or via e-learning

Column 1	Column 2	Column 3	Column 4
Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Marketing Boot Camp - Comprehensive (participant takes either the abbreviated version or the comprehensive as determined by their office)	4*	0	Bannockburn, IL or any other location we may designate; or via e-learning
Kickoff Call, Welcome to Boot Camp	1*	0	Bannockburn, IL or any other location we may designate; or via e-learning
BSC: The People, The Purpose, The Difference	2.25	0	Bannockburn, IL or any other location we may designate; or via e-learning
Consultative Selling, Marketing Q&A	4	0	Bannockburn, IL or any other location we may designate; or via e-learning
Living Room Visits/HELP Method, The Brand You Represent, and Where Does Your Dollar Go (ALL TRACKS)	3.5	0	Bannockburn, IL or any other location we may designate; or via e-learning
Revving Up Referrals, Presenting Differentiators in Your Sales Calls, and Diagnosis Based Selling	5*	0	Bannockburn, IL or any other location we may designate; or via e-learning
Service Recovery (ALL TRACKS)	0.5*	0	Bannockburn, IL or any other location we may designate; or via e-learning
Effective Habits of Highly Successful People, Selling Staffing, and Putting It All Together	4.25*	0	Bannockburn, IL or any other location we may designate; or via e-learning
Wrap-Up and Graduation	0.5	0	Bannockburn, IL or any other location we may designate; or via e-learning
Total	11.75	0	
	*May include independent learning activities that occur outside the formal classroom		

Franchise Boot Camp Training: Operations/Branch Manager

Column 1	Column 2	Column 3	Column 4
Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Pre-work: HIPAA, OSHA, ABS Knowledge Check)	2*	0	Bannockburn, IL or any other location we may designate; or via e-learning

Column 1	Column 2	Column 3	Column 4
Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Kickoff Call and Welcome to Boot Camp	1*	0	Bannockburn, IL or any other location we may designate; or via e-learning
BSC: The People, The Purpose, The Difference (ALL TRACKS)	2.25	0	Bannockburn, IL or any other location we may designate; or via e-learning
ABS Session 1 and ABS Reporting	3.75*	0	Bannockburn, IL or any other location we may designate; or via e-learning
Leadership at BrightStar Care	1	0	Bannockburn, IL or any other location we may designate; or via e-learning
Living Room Visits / HELP Method, The Brand You Represent, and Where Does Your Dollar Go (ALL TRACKS)	3.5	0	Bannockburn, IL or any other location we may designate; or via e-learning
Service Recovery (ALL TRACKS)			
Recruiting 101 and Retention 101	2	0	Bannockburn, IL or any other location we may designate; or via e-learning
Operations ABS Session 2	3*	0	Bannockburn, IL or any other location we may designate; or via e-learning
National Accounts Overview, Central Intake, and Empathy Exercise	3.5	0	Bannockburn, IL or any other location we may designate; or via e-learning
Wrap-Up and Graduation	0.5	0	Bannockburn, IL or any other location we may designate; or via e-learning
Total	12.75	0	
	*May include independent learning activities that occur outside the formal classroom		

Franchise Boot Camp Training: Clinical/Director of Nursing

Column 1	Column 2	Column 3	Column 4
Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Pre-work: Pre-work: (Rediscovering ABS and BrightConnect, OHSA, DON Reference Guide, Clinical Knowledge Check)	2.5	0	Bannockburn, IL or any other location we may designate; or via e-learning

Column 1	Column 2	Column 3	Column 4
Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Kickoff Call and Welcome to Boot Camp	1*	0	Bannockburn, IL or any other location we may designate; or via e-learning
BSC: The People, The Purpose, The Difference (ALL TRACKS)	2.25	0	Bannockburn, IL or any other location we may designate; or via e-learning
Clinical Welcome /Discuss Expectations	0.25	0	Bannockburn, IL or any other location we may designate; or via e-learning
Living Room Visits / HELP Method, The Brand you Represent, Where Does Your Dollar Go, and Service Recovery (ALL TRACKS)	4	0	Bannockburn, IL or any other location we may designate; or via e-learning
Navigating the Role of the DON	1.25	0	Bannockburn, IL or any other location we may designate; or via e-learning
Clinical Standards – Nonskilled and Skilled	2.25	0	Bannockburn, IL or any other location we may designate; or via e-learning
Retention 101, Empathy Exercise, and Discovering QAPI	3.5	0	Bannockburn, IL or any other location we may designate; or via e-learning
National Accounts Overview, Central Intake, and Preparing for the Joint Commission	3	0	Bannockburn, IL or any other location we may designate; or via e-learning
Dashboard and Reporting, Test Your Knowledge Activity/Clinical Review, and Connecting the Clinical Dots	2	0	Bannockburn, IL or any other location we may designate; or via e-learning
Clinical Wrap Up and Graduation	1.25	0	Bannockburn, IL or any other location we may designate; or via e-learning
Total	22.25	0	
	*May include independent learning activities that occur outside the formal classroom		

Our initial training programs are held at our corporate headquarters in Bannockburn, Illinois or in a nearby conference center located in Lake County, Illinois. As part of your training, and prior to your Opening Date, you may spend up to a week in the office of an owner. If you acquire your office via a transfer, you may also spend up to a week in the office of an owner after signing the Franchise Agreement and before the transfer's effective date. Our Boot Camp Training is offered on an as-needed basis at least 6 times per year. We reserve the right to modify the training programs at any time. Optional additional training may be offered to you at your Agency's Premises. Fees

and expenses associated with training are described in Item 6 of this Disclosure Document. The Operations Manual and Classroom Training Manuals will be the principal training materials.

We may hold an Annual Conference for all franchisees at a location we select. We will determine the topics and agenda for the conference to update franchisees and regional and branch leaders on new developments affecting branch operations, exchange information between franchisees and our personnel regarding Agency operations and programs and recognize franchisees for their achievements. We require you to attend the Annual Conference and pay our then-current registration fees. All attendees must remain at and participate in such meetings for their full duration. If we charge a registration fee for the Annual Conference, you must pay the fee regardless of whether you attend. Annual conferences are generally held for 3 days at any location we designate. All expenses, including transportation to and from the Annual Conference and lodging, meals, and salaries during the Annual Conference, are your sole responsibility. You must pay all fees for the scheduled hotel accommodations, whether or not the required attendees actually attend. We reserve the right to hold annual franchise meetings via a virtual experience. Should we hold the annual franchise meeting via a virtual experience, you must attend and pay the registration fee regardless of your participation in the virtual annual meeting. As of the date of this Disclosure Document, we have not finalized the virtual conference experience required hours of participation.

Additionally, we may hold a Branch Leadership Conference. If held, we do require certain branch managers/operations managers, directors of nursing, and hired salesperson(s) to attend. The conference will last no more than 3 business days. All attendees must remain at and participate in such meetings for their full duration. We reserve the right to charge a registration fee for this conference, and you must pay all travel expenses (transportation, hotel, meals, etc.) and related salary expenses for you (or your owners) and your personnel to attend. You must pay all registration fees and all fees for the scheduled hotel accommodations, whether or not the required attendees actually attend. If your Agency is doing between \$0 and \$20,000 in weekly Net Billings in the quarter prior to the Branch Leadership Conference, you must send a minimum of 1 Key Position employee; if your Agency is doing between \$20,000 and \$40,000 in weekly Net Billings in the quarter prior to the Branch Leadership Conference, you must send a minimum of 2 Key Position employees; and if your Agency is doing over \$40,000 in weekly Net Billings in the quarter prior to Branch Leadership Conference, you must send a minimum of 3 Key Position employees with an employee attending each of the following tracks – operations, sales/marketing, clinical, and recruiting. We reserve the right to hold the Branch Leadership Conference via a virtual experience. Should we hold the Branch Leadership Conference via a virtual experience, the same attendance requirements outlined above will apply. You must pay the registration fee regardless of you or your staff's participation in the virtual Branch Leadership Conference. As of the date of this Disclosure Document, we have not finalized the virtual Branch Leadership Conference required hours of participation.

To assist you in operating your Agency, we may offer additional training programs and/or refresher courses. As of the date of this Disclosure Document, we are not able to state or estimate the location, duration, or frequency of any additional training programs and/or refresher courses as these programs and courses will depend on your needs and the needs of our other BrightStar Care franchisees. We currently do not anticipate offering more than 2 additional training programs and/or refresher courses during a calendar year and currently anticipate that each training program and/or refresher course will last approximately 2 to 3 days. We currently offer a clinical coaching

session twice a year to assist you and your office in preparing for and obtaining Joint Commission, known as “Mock Survey”. We may require your and your employees’ attendance. You must pay for your (and your owners’) and your employees’ travel, meal, lodging, and payroll expenses while attending our additional training programs. The additional training programs and refresher courses will be at our then-current tuition for ongoing training (see Item 6). Corporate office and/or Regional training might be required for system-wide rollout or for locations whose metrics are below top quartile performance.

Any training we provide is to provide you and your key representatives more information about brand standards and best practices. At all times, any individual you send to training is your employee, and you (not we) are solely responsible for all employment and personnel matters related to any employee you send to training. We do not reserve the right and expressly disavow any right or ability to control any employees you send to training. By sending an individual to training, you designate such employee as a key representative of your Agency to whom we can speak. This training can and does include any Boot Camps, Branch Leadership Conference and any other training.

ITEM 12 TERRITORY

You will operate your Agency from a location we approve (“Approved Location”). If you have secured a site for the Agency when you sign the Franchise Agreement, you will establish the Agency at the approved site. If you have not yet secured a site for your Agency when you sign the Franchise Agreement, you will enter into our Site Selection Addendum, attached as Exhibit J to the Franchise Agreement, which will govern the site selection process. You may relocate the Agency only with our prior written approval. Whether or not we allow relocation depends on circumstances at the time and what is in the Agency’s and our system’s best interests. Factors include, for example, the new site’s area, its proximity to other premises in our system, whether you are in compliance with your Franchise Agreement, and how long it will take you to open at the new site.

We assign you a specific geographic area (“Protected Territory”) within which we agree not to (i) open company-owned Agencies using the Marks if you are not in default under your Franchise Agreement, or (ii) authorize any other party to open an Agency using the Marks if you are not in default under your Franchise Agreement. We will designate the boundaries of your Protected Territory by zip codes. A protected territory if you acquire a standard size territory typically includes a population of 200,000 to 300,000 people with a minimum of 15,000 in population 65 years of age and older. If a protected territory has a population over 300,000, you must pay us \$100 per each additional 1,000 people (pro rata) in the Protected Territory over 300,000.

If your territory is or at any time becomes a “jumbo territory,” meaning it contains or has grown to a population of 800,000 or more, we may require you to maintain additional offices and/or additional key personnel if certain metrics are not met as set forth in the Operations Manual.

If you acquire a franchise for an Agency to operate in a Medium Density Market territory or a Small territory, your Protected Territory will include a population of less than 200,000 people.

We determine protected territory populations using GbBis mapping application, and statistics are updated every 6 months as released by the United States Census Bureau. More information regarding GbBis can be found at www.gbbis.com.

Referral sources are not exclusive, and you may call on referral sources outside your Protected Territory with the prior notification in writing to the franchisee that owns the territory in which you will be making the call on referral sources. All customers referred by that referral source serviced must be in a zip code within your Protected Territory and cannot be customers with service zip codes, or services performed, in a zip code located within another franchisee's protected territory held under a Franchise Agreement. If you service customers who are sourced from an unclaimed territory that later becomes the protected territory of another franchisee, you may, in our sole discretion, retain those and only those customers whom you secured prior to the unclaimed territory being purchased by the other franchisee. You may not solicit staffing business outside your Protected Territory without our written permission; the staffing business, along with any other business (excluding Net Billings from National Accounts) outside your Protected Territory, cannot exceed 25% of your Net Billings. Staffing business in a zip code that another franchisee later purchases must be transitioned to the new franchisee per the Cross-Territorial policy outlined in the Operations Manual.

If (1) your monthly Net Billings from business outside your Protected Territory (excluding National Accounts Net Billings from outside your Protected Territory) exceed 25% of your total monthly Net Billings (excluding National Accounts Net Billings), (2) you are otherwise in compliance with your Franchise Agreement, and (3) you meet the criteria for expansion, we will ask you to acquire an additional franchise for an adjacent territory that will encompass the clients you are servicing outside the Protected Territory. This additional franchise may be for a traditional territory with population of 200,000 to 300,000 people or for a Medium Density Market territory or a Small territory. However, if you do not meet the criteria for expansion or, despite satisfying such criteria, you choose not to acquire an additional franchise for an adjacent territory within the timeframe we specify, you will be in default under the Franchise Agreement for not having 75% of your Net Billings in your Protected Territory (or for National Accounts). Upon such a default, you will have 90 days from the date of our notice of default to you to grow the business within your Protected Territory so that the percentage of your total monthly Net Billings from business outside your Protected Territory (excluding National Accounts Net Billings from outside your Protected Territory) no longer exceeds 25% of your total monthly Net Billings.

Further, all Net Billings (except for National Account Net Billings) from business outside of your particular Protected Territory will not be counted towards the Net Billings needed to meet performance criteria or renewal criteria, regardless of whether we temporarily permitted you to service business in an unowned territory.

When permission to solicit business outside your Protected Territory is granted, the following conditions apply: (i) solicitation is limited to that territory not owned by another franchisee under a Franchise Agreement and not serviced by a company-owned location; (ii) you must have maintained revenues inside your Protected Territory at or above the System-level average for the 6 months before the outside solicitation right being granted unless a waiver is granted; (iii) at least 75% of your total monthly Net Billings must come from business inside your Protected Territory (although Net Billings from National Accounts both within and outside your Protected Territory

will count towards the 75% of total monthly Net Billings); (iv) any advertising you place must be principally directed to potential clients in your Protected Territory, but some circulation outside your Protected Territory, including into another franchisee's protected territory, is permitted provided that the other franchisee agrees to participate in such advertising and you split the costs on a pro rata basis; and (v) when the area is granted to another franchisee, you may, in our sole discretion, retain the existing clients being serviced in the area (excluding staffing contracts, which must be transferred to the new franchisee as soon as it is, in our opinion, operationally capable), as described in our then-current Cross-Territorial Policy as outlined in the Operations Manual.

A violation of the Cross-Territorial Policy is a default and potential grounds for termination of the Franchise Agreement. We have a Cross-Territorial Policy in our Operations Manual, which may be amended from time to time, which includes provisions for financial penalties in addition to, or in lieu of, termination of the Franchise Agreement following a violation of the Cross-Territorial Policy. You are responsible (rather than us) for any payments or penalties owed to franchisees for violations of the Cross-Territorial Policy. The Cross-Territorial Policy is now part of our system standards.

We retain all rights that are not expressly granted to you under the Franchise Agreement. The license granted to you under the Franchise Agreement does not include (i) any right to offer any product or service via e-commerce; (ii) any right to establish an independent website or to establish an URL incorporating the Marks or any variation of the Marks or the names or likeness of any of our or our affiliates' executives or employees; or (iii) any right to distribute, market, or implement our products and services in any channel of distribution or other manner not specifically authorized in the Franchise Agreement. Further, we may, among other things, on any terms and conditions we deem advisable, without compensation to any franchisee and without granting you any other rights:

- (i) Establish and/or license others to establish franchised or company-owned Agencies at any location outside the Protected Territory regardless of the proximity of such agencies to your Protected Territory.
- (ii) Grant permission to you to service clients within another franchisee's protected territory if the franchisee does not have the proper licensure or accreditation to provide services (or chooses not to provide services) and grant permission to other franchisees or company-owned locations to service clients within your Protected Territory if you do not have the proper licensure or accreditation to provide services (or choose to not provide services).
- (iii) Offer, sell, operate or distribute and/or license others to offer, sell, operate and distribute through franchised or non-franchised businesses, at wholesale or retail, within and outside the Protected Territory, (a) BrightStar branded goods and services not then offered and sold through the BrightStar Care Agency Program, or (b) goods and services under another brand. These goods and services may be offered and sold through similar or dissimilar channels or methods of distribution, including the Internet and outlets that do business under the BrightStar name or another name. Examples of these outlets include durable medical equipment centers, assisted living facilities, care homes, adult daycare and/or child daycare

facilities, therapy centers, Medicare home health agencies, and hospices, and businesses that are not in the healthcare industry. We or our affiliate may expand our business as permitted under this subpart (iii) through the Merger/Acquisition Activity described in subpart (v) below.

- (iv) Periodically designate National Accounts. We have the exclusive right to negotiate and enter into agreements or approve forms of agreements providing supplemental healthcare staff or healthcare and homecare services to institutional clients and comprehensive care to any business which owns, manages, controls, services or otherwise has responsibility for services in more than one protected territory of our franchisees, regardless of the aggregate contract amount of the services you want to perform (a “National Accounts Customer”). We may designate an account as a National Accounts customer, in our sole discretion at any time, and our determination will be final and binding. Upon completion of your initial training, you must sign up for all National Accounts business and service any National Accounts business we refer to you in accordance with the terms of the National Accounts contract and the guidelines contained in the Operations Manual, including any service requirements based upon National Accounts gross margin percentages contained in the Operations Manual. You may not solicit business from, provide services to, or negotiate rates directly with any National Accounts customer without our express prior authorization, which consent will not be unreasonably withheld. The restrictions in this section (iv) apply anywhere, including within your Protected Territory.

If you decline to service a National Accounts customer at any time without our prior authorization, or if you receive a written complaint from a National Accounts customer that you cannot or choose not to cure in the manner and within the timeframe requested by the National Accounts customer, then we and our affiliates have the right to provide services within your Protected Territory directly to that National Accounts customer, or may grant permission to another franchisee or an independent service provider to provide services within your Protected Territory to that National Accounts customer, until such time that you establish to our satisfaction that you are willing and able to service the National Accounts customer in compliance with this Agreement or to address satisfactorily the complaint from the National Accounts customer. In addition, we have the right to require you to reimburse our costs if we resolve any complaints (including customer or National Accounts complaints) because you fail to do so.

If you are not qualified to perform the services outlined in the National Accounts contract, you are unable to achieve and maintain the quality and service standards outlined in the National Accounts contract, or you fail to fill any Premier National Account requests three (3) times during any 12-month period, or if we receive two (2) complaints from a National Accounts customer regarding the services provided, we reserve the right to exclude you from the National Accounts program (both the individual National Accounts customer and the National Accounts program as a whole), require you to prepare a Corrective Action Report in order to be considered

for reinstatement in whole or in part into the National Accounts program, and/or take any other action noted in your Franchise Agreement.

Notwithstanding anything above to the contrary, if you decline to service a National Accounts customer more than 2 times within a 60-day period, or if a National Accounts customer notifies us or you at any time of its unwillingness to do business with you (no matter the reason), then we and our affiliates will have the unrestricted right during the remaining portion of the franchise term to provide services within your Protected Territory directly to that National Accounts customer, and to permit another franchisee or an independent service provider to provide services within your Protected Territory to that National Accounts customer, and will have no obligation during the remaining portion of the franchise term to offer you the opportunity to service that National Accounts customer, regardless of the nature of the payor for the services provided to the National Accounts customer. The above applies for any National Accounts customer as well as for a home care client that pays privately as a result of the introduction by a National Accounts customer. Moreover, during the Initial Term and any renewal afterward, you will not be permitted to service any National Account for which you were not willing to invest in the personnel and/or equipment needed (including vehicles) to service the National Account.

- (v) Merge with, acquire or be acquired by (“Merger/Acquisition Activity”) any businesses or agencies of any kind under other systems and/or other marks, which businesses and agencies may offer, sell, operate or distribute and/or license others to offer, sell, operate and distribute goods and services through franchised or non-franchised businesses, at wholesale or retail, within and outside the Protected Territory.

As a result of having limited territorial exclusivity under the Franchise Agreement, you may face competition from other franchisees, from businesses that we own, or from other channels of distribution or competitive brands we may control.

Under the Expansion Option Agreement, if you are complying with the Franchise Agreement for your Agency and the then-current expansion policy requirements, we will not during the Option Period offer or sell the right to open and operate a BrightStar Care Agency in the Expansion Territory to any third party. During the Option Period, you will have the non-exclusive right to market and service clients located in the Expansion Territory in compliance with the terms of the Franchise Agreement for your Agency. BrightStar Care Agencies operated by us, our affiliates, and our franchisees also will have the right to market and service clients located in the Expansion Territory during the Option Period.

Minimum Performance Standards in a “Standard” Territory

If you are acquiring a franchise for a new Agency to be operated in a “standard” size territory, beginning the first 12 months of operations after your Minimum Start Date, your monthly performance must meet or exceed the Monthly Performance Standards appearing in the chart below. Your Minimum Start Date (“MSD”) will be the Agency’s Opening Date (defined as the

earlier of the date of your first billing or 150 days after signing the Franchise Agreement). You are initially required to obtain whatever licensure may be required to perform Companion and Personal in-home care services in your state. For any licenses you must obtain in order to open the Agency, you must submit applications as soon as practicable, but no later than 120 days after signing the Franchise Agreement. In states where it may take longer than 150 days to obtain the license to perform those services, the Minimum Start Date will be the Monday following the receipt of licensure which enables you to perform Companion and Personal in-home care services. If you acquired the Agency as a result of a transfer, the Minimum Start Date will be the effective date of the transfer (and the applicable Monthly Performance Standards will be reflected in a Standard Resale Addendum to Franchise Agreement and will depend on your selling franchisee's actual performance before the transfer's effective date).

MSD ANNIVERSARY YEAR	MONTHLY PERFORMANCE STANDARDS (*based on a 4-week month) (i.e., minimum Net Billings)	MONTHLY PERFORMANCE STANDARDS (*based on a 5-week month) (i.e., minimum Net Billings)
Years 1 & 2	No Minimum	No Minimum
Each of Years 3 & 4	\$60,000	\$75,000
Each of Years 5 - 7	\$80,000	\$100,000
Each of Years 8 -10	\$100,000	\$125,000
Each of Years 11-15	\$100,000	\$125,000
Each of Years 16-20	\$120,000	\$150,000

Weekly periods are Monday through Sunday. Net Billings from National Accounts derived from National Accounts business both within and outside your Protected Territory will count towards the Net Billings needed to meet Monthly Performance Standards; however, Net Billings derived from all other business outside your Protected Territory (i.e., business other than National Accounts Net Billings) will not be counted towards the Net Billings needed to meet Monthly Performance Standards or the renewal criteria, regardless of whether we temporarily permit you to service business in an unowned territory. Years 11–15, and 16-20 represent what the Monthly Performance Standards will be each year upon renewal of the franchise after the Initial Term.

Minimum Performance Standards in a “Small” Territory

If you are acquiring a franchise for a new Agency to be operated in a “Small” territory rather than in a “standard” size territory, you will have different Monthly Performance Standards, as described below.

MSD ANNIVERSARY YEAR	MONTHLY PERFORMANCE STANDARDS (*based on 4-week month) (i.e., Minimum Net Billings)	MONTHLY PERFORMANCE STANDARDS (*based on 5-week month) (i.e., Minimum Net Billings)
Years 1 and 2	No Minimum	No Minimum

MSD ANNIVERSARY YEAR	MONTHLY PERFORMANCE STANDARDS (*based on 4-week month) (i.e., Minimum Net Billings)	MONTHLY PERFORMANCE STANDARDS (*based on 5-week month) (i.e., Minimum Net Billings)
Each of Years 3 & 4	\$40,000	\$50,000
Each of Years 5-7	\$60,000	\$60,000
Each of Years 8-10	\$80,000	\$100,000
Each of Years 11 and beyond	\$80,000	\$100,000

Weekly periods are Monday through Sunday. Net Billings from business within and (if authorized) outside your protected territory will count towards the Monthly Performance Standards. Years 11 and beyond represent what the Monthly Performance Standards will be each year upon renewal of the franchise after the Initial Term.

Minimum Performance Standards in a Medium Density Market Territory

If you are acquiring a franchise for a new Agency in a Medium Density Market territory, you will not have any Monthly Performance Standards.

Item 6 describes the Minimum Monthly Royalty Fee you must pay us if you fail to satisfy any Monthly Performance Standard. Items 6 and 17 also describe our right to terminate the Franchise Agreement if you fail to satisfy the Monthly Performance Standard (i) more than 12 times during a 10-year franchise term (those 12 defaults need not occur in consecutive months), or (ii) more than 6 times during a 5-year franchise term (those 6 defaults need not occur in consecutive months).

If you acquired an Agency as a result of a transfer, we may (but need not) establish your Monthly Performance Standard requirements based on the actual historical performance of the Agency being acquired. If we establish your Monthly Performance Standard as part of a transfer, the Monthly Performance Standard will be set forth in an exhibit to the Franchise Agreement.

Minimum Performance Standards for Renewal

To be eligible for your first renewal in a standard size territory, you must achieve the cumulative Monthly Performance Standard for renewal and, during the last year of the Initial Term, achieve the Monthly Performance Standard outlined for Year 11 for standard size territories, which is \$30,000 in Net Billings per week. Both of these terms set the criteria for the renewal right in each territory. The cumulative Monthly Performance Standard for renewal would be \$9,280,000 during the Initial Term. Only Net Billings from business within your Protected Territory, and Net Billings from National Accounts both within and outside your Protected Territory, will count towards the cumulative 10-Year Performance Standard for renewal. The cumulative amount standard means

that you can meet the cumulative 10-Year Performance Standard even if you fail to meet the Monthly Performance Standard for any one or more periods during years 3 through 9 during the Initial Term; however, your Year 10 weekly average must meet or exceed \$30,000 in Net Billings per week in the final 3 months of the Franchise Agreement term.

To be eligible for your first renewal in a Small territory, you must achieve the cumulative Monthly Performance Standard for renewal and, during the last year of the Initial Term, achieve the Monthly Performance Standard outlined for Year 11 for Small territories, which is \$15,000 in Net Billings per week. Both of these terms set the criteria for the renewal right in each territory. The cumulative Monthly Performance Standard for renewal would be \$6,000,000 during the Initial Term. The cumulative amount standard means that you can meet the cumulative 10-Year Performance Standard even if you fail to meet the Monthly Performance Standard for any one or more periods during years 3 through 9 during the Initial Term; however, your Year 10 weekly average must meet or exceed \$15,000 in Net Billings per week in the final 3 months of the Franchise Agreement term.

If you are signing the Franchise Agreement attached to this Disclosure Document for your first Agency in a standard size territory, the Five-Year Performance Standard you must meet or exceed during the first or second renewal franchise term, as applicable, in order to have the right to a second or third subsequent renewal franchise term, as applicable, will be, \$6,500,000 in Net Billings (with the same limitations as those described above regarding the geographic areas from which Net Billings will be calculated), and you must maintain or exceed \$25,000 of Net Billings per week during the final year of the first or second renewal franchise term (again, with the same limitations reference above).

If you are signing the Franchise Agreement attached to this Disclosure Document for your first Agency in a Small territory, the Five-Year Performance Standard you must meet or exceed during the first or second renewal franchise term, as applicable, in order to have the right to a second or third subsequent renewal franchise term, as applicable, will be \$3,900,000 in Net Billings, and you must maintain or exceed \$15,000 of Net Billings per week during the final year of each of the first and second renewal franchise terms.

If your Agency operates in a Medium Density Market territory, the cumulative Monthly Performance Standard for renewal and during the Initial Term do not apply to you.

ITEM 13 TRADEMARKS

You will have the limited right to use the Marks we designate for use in the BrightStar Care Agency Program. Our affiliate, Bright Star Nevada, is the owner of the following U.S. registrations:

MARK	REGISTRATION NUMBER	REGISTRATION DATE	REGISTER
BrightStar Care	4042547	October 18, 2011	PRINCIPAL
A Higher Standard	7083304	June 20, 2023	PRINCIPAL

Our affiliate, Bright Star Nevada, has filed or intends to file all required affidavits and renewals for the Marks listed above.

We derive our right to use and sublicense the Marks from an Amended and Restated Trademark License Agreement (the “Trademark License Agreement”) dated September 1, 2009, with Bright Star Nevada. Under the terms of the Trademark License Agreement, we have the exclusive right in the United States of America to use and sublicense the Marks in connection with the offer and sale of franchises to third parties. Specifically, Bright Star Nevada has licensed us the right to use and sublicense the Marks in operating Agencies offering medical and/or non-medical home health, medical and nursing personnel placement, and recruiting and staffing services. The Trademark License Agreement is for the United States of America and is exclusive. The Trademark License Agreement may be terminated by mutual agreement of the parties. Additionally, either party may terminate the Trademark License Agreement in the event of: (i) any material breach of an obligation by the other party, which breach is capable of being, but is not, cured within 60 days after written notice of the breach to the breaching party; or (ii) any situation in which a party commits a material breach of the Trademark License Agreement that is not capable of being cured within 60 days and the non-breaching party provides written notice of the breach and notice of termination. Except for the Trademark License Agreement, there are no agreements currently in effect that significantly limit our right to use or sublicense the Marks. The Trademark License Agreement may be modified periodically by Bright Star Nevada and us.

There are currently no effective determinations of the United States Patent and Trademark Office, the trademark administrator of any state, or any court; no pending interference, opposition, or cancellation proceedings; and no pending material litigation involving the Marks. You must promptly notify us of any suspected unauthorized use of the Marks, any challenge to the validity of the Marks, or any challenge to our ownership of, our right to use and to license others to use, or your right to use the Marks. We have the sole right to direct and control any administrative proceeding or litigation involving the Marks, including the right to settle the proceedings or litigation. We have the exclusive right, but not the obligation, to affirmatively prosecute actions against third parties for infringement or threatened infringement of the Marks.

We or our affiliates have the sole right to handle disputes with third parties regarding the Marks. You must immediately notify us in writing if you learn of any improper or infringing use of any Mark. We have the right to take any action we deem best, including to take no action, and the sole right to control any legal proceeding or negotiation resulting from any infringement, challenge, or claim or otherwise relating to the Marks. You may not settle or compromise any claim, suit, or demand asserted against you; you will be bound by our decisions in handling disputes regarding the Marks. You must fully cooperate with us and sign any documents and perform any actions we deem necessary, appropriate, or advisable to defend claims, suits, or demands and to protect and maintain our rights in the Marks. Unless it is established that a third-party claim asserted against you is based, directly or indirectly, on your misuse of the Marks, we will defend you at our cost against the third-party claim relating to the Marks, provided you have notified us immediately after learning of the claim and fully cooperate in the defense. Because we will defend the third-party claim relating to the Marks, you are not entitled to reimbursement for legal or other professional fees or costs paid to independent legal counsel or others in the matter. Despite our agreement to defend you, we are not liable to indemnify or reimburse you for any liability, costs, expenses, damages, or losses you sustain because of the third-party claim (unrelated to the costs of defense).

We are not aware of any superior prior rights or infringing uses that could materially affect your use of the Marks in any state; however, a federal trademark registration does not necessarily protect the use of the concerned mark against a prior user in a given relevant market area. Therefore, before entering into the Franchise Agreement, you should make every effort to ascertain that there are no existing uses of the Marks or confusingly similar marks in the market area where you wish to do business. You should immediately notify us of any confusingly similar marks you discover.

You may use only the Marks we designate and may use them only in the manner we authorize and permit. You may use the Marks only to operate the Agency and only at the Approved Location. You may not use the Marks as part of your corporate or other legal name. You must use your corporate or limited liability company name either alone or followed by the initials “D/B/A” and the business name “BrightStar Care.” You must promptly register at the office of the county in which your Agency is located, or such other public office required by law, as doing business under such assumed business name.

All of your advertising (including any advertising on social media platforms) must prominently display the Marks and comply with our standards for using the Marks. All such advertising is subject to our prior written approval, which we will not unreasonably withhold. We reserve the right to approve all signs, print, digital advertising, videos, and other materials and supplies bearing the Marks. You must submit to us and we must approve all advertising, publicity, signs, decorations, furnishings, equipment, or other materials using the Marks or related marks before first publication or use. We will not unreasonably withhold our approval. You must identify yourself as the owner of the Agency (in the manner we prescribe), including on invoices, order forms, receipts, and business stationery, as well as at such conspicuous locations we designate in writing at the Agency premises.

To the extent you use, with our permission, any Marks in employment-related materials, you must include a clear disclaimer that you (and only you) are the employer of Agency employees and that we, as the franchisor of BrightStar Care Agencies, and our affiliates are not their employer and do not engage in any employer-type activities for which only franchisees are responsible, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. You also must obtain an acknowledgment (in the form we specify or approve) from all Agency employees that you (and not we or our affiliates) are their employer.

We reserve the right to substitute different Marks to identify the BrightStar Care Agency Program and the businesses operating under it. You must discontinue using all Marks we have modified or discontinued within 10 days after receiving written notice and promptly begin using such additional, modified, or substituted Marks at your expense.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own or have any patents or patent applications that are material to the franchise. We derive our right to use, practice, and sublicense all technology and intellectual property rights (“IP Rights”) currently owned by Bright Star Nevada or in Bright Star Nevada’s possession that is necessary for the licensing and franchising of the Athena Business System (“ABS”) from an

Amended and Restated BrightStar IP License Agreement (the “IP License Agreement”) dated January 1, 2010. “IP Rights” means all intellectual property and proprietary rights in and to the ABS and all future enhancements, improvements, or modifications. The IP License Agreement may be terminated by mutual agreement of the parties. Additionally, either party may terminate the IP License Agreement in the event of: (i) any material breach of an obligation by the other party, which breach is capable of being, but is not, cured within 60 days after written notice of breach to the breaching party; or (ii) any situation in which a party commits a material breach of the IP License Agreement that is not capable of being cured within 60 days and the non-breaching party provides written notice of the breach and notice of termination.

We claim a common law copyright in the information contained in the Franchise Agreement, Operations Manual, licensed copyrighted materials that we sublicense to you, and in all present or future advertising and promotional materials we create, all of which we collectively call the “Copyrighted Materials.” You may use the Copyrighted Materials only to promote your Agency during the franchise term and only in the manner we authorize.

We consider all information in the Operations Manual to be proprietary and confidential and our trade secrets. Our “Confidential Information” includes know-how, knowledge, methods, specifications, processes, procedures and/or improvements relating to the BrightStar Care Agency Program, methods of site selection, marketing methods, recruiting, service analysis and selection, service methods and skills, prospective and current client lists and client information (including National Accounts clients), employee information, and any other business information that is not generally known to our competitors.

We permit you to divulge confidential information about the Agency only to your employees who must know the information to operate the Agency. However, we require your employees to sign a confidentiality agreement similar to our Confidentiality Agreement (see Exhibit D to this Franchise Disclosure Document), which gives us the right to seek equitable remedies, including restraining orders and injunctive relief, to prevent the unauthorized use of our confidential information, trade secrets, and Copyrighted Materials.

We may periodically modify the Copyrighted Materials or add to or discontinue using all or part of the Copyrighted Materials. We will notify you of all changes with which you must conform at your expense. You must not contest our interest in the Copyrighted Materials, proprietary information, or trade secrets. You must follow our rules when you use the Copyrighted Materials, including using special notices of registration that we designate.

There are no current determinations of the United States Copyright Office or any court, no pending interference, opposition, or cancellation proceedings, and no pending material litigation involving the Copyrighted Materials or confidential information that is relevant to their use in this state.

We will own all intellectual property and other rights in the Intranet and all information it contains, including its domain names or URLs, the log of “hits” by visitors, any personal or business data visitors supply, and all information relating to the Agencies’ clients and other patrons, whether that information is contained on your computer system or our (or our designee’s) computer system (collectively, the “Data”).

Subject to any applicable state or federal laws, you must give us at our request and in a manner we designate all client lists and client records, including National Accounts clients, for the Agency, including the names, addresses, phone numbers, and client numbers of previous, current, and prospective clients (the “Client Lists”). We are the sole owner of the Client Lists, and you may not distribute the Client Lists in any form or manner to any third party without our prior written consent. During the franchise term, we and our affiliates reserve the right to communicate with and provide notifications to members and other individuals listed on the Client Lists. Upon termination of the franchise terms, you and your affiliates may not use the Client Lists in any form or manner, and we and our affiliates reserve the right to make any and all disclosures, and use the Client Lists in any manner, we or they deem necessary or appropriate.

Upon termination or expiration of the Franchise Agreement, we have the right to contact (at our expense) previous, current, and prospective clients and other customers to inform them that a BrightStar Care Agency no longer will operate at the Agency’s location or, if we intend to exercise our Step-in Rights, that the Agency will operate under new management. We also have the right to inform them of other nearby BrightStar Agencies. Exercising these rights will not constitute interference with your contractual or business relationship with those clients or customers.

If you develop any improvements to the Agency, including any enhancements, adaptations, derivative works, modifications, or new processes (“Improvements”) in operating the Agency, you must grant back to us exclusive rights in these Improvements in consideration for our granting you the franchise without any obligation on our part to pay you any consideration. We may incorporate the Improvements as part of the BrightStar Care Agency Program and allow all franchisees to use the Improvements without paying you any compensation. If we decide to apply for patent or copyright registration for any Improvements, we will do so at our own expense, and you and your employees must sign all documents to enable us to secure all rights to the Improvements. Each of your employees must cooperate with this requirement. This does not mean you may modify your Agency, which is prohibited without our prior written consent.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The Agency must at all times be under your designated Control Person’s direct supervision. You (or, if you are an entity, your owner) must be the Control Person. You must seek our approval if you want your Control Person to be someone else during the franchise term. Your Control Person must meet our standards and requirements, including (1) living within one-hour drive-time of the territory, (2) being in the office, or at minimum in the Protected Territory, on a daily full-time basis, and (3) successfully completing our initial training program. If you own multiple protected territories, the Control Person must meet our standards and requirements, including (1) taking ownership of day-to-day operations and local management teams in the protected territories for which the individual is a Control Person, (2) being in one of the protected territories’ offices (or at minimum in one of the protected territories) on a daily full-time basis, and (3) successfully completing our initial training program. Your “Control Person” is the individual who has the authority to actively direct the Agency’s business affairs, is responsible for overseeing the Agency’s general management, and has authority to sign all contracts. You must designate your Control Person on the Control Person Addendum attached to the Franchise Agreement as Exhibit

K. You must submit a written request for permission to hire an operating manager to be your Control Person to allow you (or your owner) to step out of the day-to-day operations. You must give us advance written notice and obtain our approval before you change your designated Control Person. We must confirm that your proposed replacement Control Person meets our then-current Control Person standards and requirements. If your Agency performance fails to meet or exceed our standards, we may state that your Control Person no longer meets our standards and requirements.

You may hire a branch manager/operations manager to assist your Control Person with the Agency's day-to-day operation. If you hire a branch manager/operations manager, he or she must successfully complete all of our required training programs. You must keep us informed of the identity of any branch manager/operations manager or other Key Positions you hire. You must have a full-time salesperson making daily sales calls. The salesperson must successfully complete all of our required training programs. (As noted earlier in this Disclosure Document, if you acquire a franchise for a "Small" territory, you (or your owner) is permitted to hold 2 of the 3 (but not all 3) Key Positions.) In order to ensure consistency of patient experience and brand quality standards, you must use your trained and qualified employees (not independent contractors) to perform all patient care services. Each owner, employee, and agent with access to our proprietary information must enter into a written confidentiality agreement with you. We have an approved form of confidentiality agreement. These individuals must maintain the confidentiality of all proprietary information and conform to certain covenants not to compete. While we may pre-approve the forms you use in order to protect Confidential Information, under no circumstances will we control the forms or terms of employment agreements you use with Agency employees or otherwise be responsible for your labor relations. You and your spouse, or, if you are a legal entity, each person owning an equity or voting interest in the entity and his or her spouse, must sign the Personal Guarantee, Covenants and Assumption of Obligations Agreement or Spousal or Life Partner Consent attached to the Franchise Agreement. If you operate more than one Agency, we reserve the right to require a full-time registered nurse as well as additional nursing resources to fulfill the nurse oversight requirements for the client count based upon their acuity.

You are an independent contractor and not our representative, partner, agent, or employee. You have sole responsibility for understanding and following wage and hour laws as well as all other state, local, and federal laws applicable to the Agency's operation and sole authority for your labor relations and employment practices, including, among other things, employee selection, promotion, termination, hours worked, hours scheduled, rates of pay, benefits, work assigned, discipline, adjustments of grievances and complaints, and working conditions. Agency employees are exclusively under your control at the Agency. We do not reserve the right and expressly disavow any right or ability to control those employment and personnel matters or your employees (including the Control Person, branch manager, DON, salesperson and/or other Key Positions). We are not the employer or joint employer of you or your Agency employees. You must communicate clearly with Agency employees in your employment agreements, human resource manuals, written and electronic correspondence, paychecks, and other materials that you (and only you) are their employer and that we, as the franchisor of BrightStar Agencies, and our affiliates are not their employer and do not engage in any employer-type activities (including those described above) for which only franchisees are responsible.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may sell only goods and services we authorize. You must offer all goods and services we prescribe for the franchise and accept all sources of reimbursement we specify. We may change the goods and services you must offer and reimbursement sources you must accept upon notice to you. There is no limit on the number or type of changes we may make. We may modify our franchised business specifications, authorized goods and services, and reimbursement sources at any time and for any reason we believe will benefit our franchise program. We will notify you of all these changes in writing. We do not restrict the prices at which you sell any goods or services, other than National Accounts where we do establish pricing structures with the National Accounts customer.

Your operations must comply with all applicable laws, including those we describe in Item 1. You must investigate what laws (including data privacy, HIPAA, OSHA, CCPA and similar laws) apply to your business and ensure compliance with them. Currently, you may not participate in government payment programs, including, for example, Medicare, provided, however, that franchisees may participate in state-sponsored Medicaid and Medicaid Waiver programs, as well as Medicare Advantage supplemental benefits personal care service programs, under certain circumstances (you may not participate in Medicaid programs that require a Medicare number or require billing through Medicare) and furnish services to Veteran's Administration beneficiaries as described more fully in the Operations Manual and Franchise Agreement. The conditions that are required for participating in state-sponsored Medicaid and Medicaid Waiver programs, as well as Medicare Advantage supplemental benefits personal care service programs, include your sole evaluation and responsibility for any operational and technology compliance requirements that are unique to the state and/or in complying with CMS certified operating procedures and you will solely bear the cost of this compliance. Even though your Agency is prohibited by its Franchise Agreement from participating in Medicare, it may from time to time provide staff to other facilities, including those that participate in the Medicare programs. It is your responsibility to determine whether, and to what extent, employees of your Agency need to be screened for their possible excluded status in these or other payment programs.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	2.1	10 Years (subject to earlier termination for cause).

Provision	Section in franchise or other agreement	Summary
	2 of the Standard Renewal Addendum 2 of Expansion Option Agreement	Length of renewal term for existing franchisees is governed by provisions in their existing franchise agreements. The Option Period is one year from your Agency's opening.
b. Renewal or extension of the term	2.2 5 of Standard Renewal Addendum	Under Franchise Agreement disclosed in this Disclosure Document, you have the option to renew the franchise for 3 additional renewal terms, each of which will be 5 years long. The number and length of renewal terms for existing franchisees operating under a different form of franchise agreement is governed by provisions in their existing franchise agreements. The Expansion Option Agreement is not renewable.
c. Requirements for franchisee to renew or extend	2.2 5 of Standard Renewal Addendum 2 of Medium Density Market Addendum 3 of Small Territory Addendum	Give timely notice of renewal; be in good standing under your current agreement; fulfilled all monetary obligations towards us, our affiliates, and our designated suppliers; have been in substantial compliance with the Franchise Agreement for its initial and any renewal terms and are compliant at the time of requesting a renewal; meet all Performance Standards and Minimum Monthly Royalty Payments; sign our current form of Franchise Agreement (which may materially differ from your current agreement, including additional and higher fees); pay renewal fee; sign new lease for the Premises; sign release; meet any training requirements and, if applicable, complete any refurbishing requirements; and sign any other necessary agreements. If you seek to renew your franchise at the expiration of the initial term or any renewal term (and renewal is available because you satisfy the renewal conditions), you will be asked to sign a new Franchise Agreement that contains terms and conditions materially different from those in your previous Franchise Agreement, such as different fee requirements and territorial rights.

Provision	Section in franchise or other agreement	Summary
d. Termination by franchisee	12.9	If we breach Franchise Agreement and do not cure default after notice from you; you may not terminate without cause. The Expansion Option Agreement does not contain this provision.
e. Termination by franchisor without cause	Not Applicable	We may terminate the Franchise Agreement only for good cause. The Expansion Option Agreement does not contain this provision.
f. Termination by franchisor with cause	12 8 and 10 of Expansion Option Agreement	We may terminate the Franchise Agreement only for good cause. You may not exercise your expansion option if—when you seek to exercise the expansion option—you do not satisfy the then-current expansion policy requirements or are not in compliance with your Franchise Agreement and other agreements with us and our affiliates. Any attempted assignment of the Expansion Option Agreement (which is not assignable) will cause the automatic and immediate termination of that Agreement.
g. “Cause” defined - curable defaults	12.3	We have right to terminate the Franchise Agreement after providing you a 15-day cure period if: (i) you fail to pay any monies you owe us or our affiliates; (ii) any audit reveals that you have understated your royalty or advertising payments or your local advertising expenditures, or if you have failed to submit timely reports and/or remittances or close your books on the required financial software for any 2 reporting periods within any 12-month period; (iii) you fail to immediately endorse and deliver to us any payments due to us or another franchisee from any third party that is erroneously made to you; (iv) you fail to open the Agency for business by the Opening Date; (v) you fail to operate the Agency during the months, days and hours we prescribe; (vi) you fail to personally supervise Agency operations; (vii) you fail to maintain our

Provision	Section in franchise or other agreement	Summary
		quality controls and standards; (viii) you fail to procure or maintain any licenses, certifications, or permits necessary for the Agency's operation; (ix) you offer any unauthorized or unapproved products or services in connection with the Agency's operation; (x) you order or purchase supplies from unapproved suppliers; (xi) the designated Control Person is not in charge; (xii) you or your owners make an unauthorized transfer; (xiii) you fail to maintain required insurance within 120 days after the effective date of the Franchise Agreement; (xiv) you or your owners misuse our Marks or Confidential Information; (xv) you fail to use all required software and systems; (xvi) you enter into a lease or operate from a site without our prior consent; (xvii) you designate a replacement Control Person without our prior approval and first giving us notice of the change or any replacement Control Person does not meet our then-current Control Person standards and requirements; or (xviii) you fail to provide the types and quantities of personal protective equipment we require for the Agency's field staff. 12.4 We have right to terminate the Franchise Agreement after providing you a 30-day cure period if you fail to perform or comply with any one or more of the terms or conditions of the Franchise Agreement, to pay required fees, to comply with our training requirements for newly hired Key Position employees, to comply with our Cross-Territorial Policy, to service National Accounts (except as provided in (h) below), to hire and maintain a part-time Director of Nursing during the initial period, or to maintain a full-time Director of Nursing if required by state licensure or the census and acuity of patients require a full-time Director of Nursing. 12.5 We have the right to terminate the Franchise Agreement after providing you a 90-day cure period if you fail to hire and maintain a full-time, fully-trained salesperson (absent a current waiver); to hire and maintain a full-time branch manager/operations manager (absent a current waiver); to fully train a newly-hired Agency salesperson, branch

Provision	Section in franchise or other agreement	Summary
	12.6	manager/operations manager, or Director of Nursing; to ensure that the Agency’s Net Promoter Score (NPS) and employee engagement score (eNPS), or customer and employee Overall Satisfaction Score (OSAT) remain at certain minimum levels; or to ensure that the Agency satisfies certain minimum field staff retention levels. Interim Remedies/Limited Services: If you are in default under your Franchise Agreement and you fail to timely cure, we may, at our option, elect to exercise interim remedies with respect to, and/or to provide limited services for, your Agency (collectively, “Interim Remedies/Limited Services”) before or instead of exercising our right to terminate the Agreement. Such Interim Remedies/Limited Services include: 1) Agency web page(s) removed from brightstarcare.com; 2) no access to any GMF-funded services; 3) no access to Bright Connect; 4) restrict eligibility to receive BrightStar National Accounts referrals; 5) not eligible to attend any BrightStar Events but still must pay required registration fees as applicable; 6) no access to BrightStar online training offerings; 7) must resign from the FAC and/or any subcommittee of the FAC as applicable; and 8) limited on-site support visits. Certain defaults under other franchise agreements will be considered defaults under the Franchise Agreement.
h. “Cause” defined-non-curable defaults	12.1 12.2	The Franchise Agreement automatically terminates without notice or an opportunity to cure if there is assignment for the benefit of creditors, voluntary or involuntary bankruptcy, or similar proceeding involving you or your guarantors. We have right to terminate the Franchise Agreement with notice but without providing you an opportunity to cure if: (i) you or your owners are convicted by a trial court of, or plead or have pleaded guilty or no contest to, a felony; (ii) you or your owners engage in any dishonest, unethical, immoral, or similar conduct that negatively impacts the Marks; (iii) you or your owners make material misrepresentation in acquiring or

Provision	Section in franchise or other agreement	Summary
		operating the Agency; (iv) you or your owners fail to complete our initial training program; (v) you receive more than 2 written notices of default within any 12-month period; (vi) you violate any health, safety or sanitation law; (vii) you violate the in-term restrictive covenants of the Franchise Agreement; (viii) a lien or writ of attachment or execution is placed against you and is not released or bonded against within 30 days; (ix) you or your owners are insolvent; (x) you abandon the Agency; (xi) you misuse the ABS or any of our or our affiliate's proprietary software; (xii) you fail to comply with any governmental notice of non-compliance with any law or regulation within 30 days of the notice; (xiii) any governmental action is taken against you that results in any obligation upon us; (xiv) you fail to comply with any laws or regulations regarding terrorism; (xv) you take any assets or property of the Agency for your personal use; (xvi) there are insufficient funds in your bank account to cover (1) a check or EFT payment to us 3 or more times or (2) payroll at any time, whether or not those violations are cured; (xvii) you fail to fill any Premier National Accounts requests 3 times during any 12-month period, we receive 2 complaints from any National Accounts customer regarding the services provided, or you decline to service any Premier National Accounts customer more than 2 times within a 60-day period; (xviii) you fail more than once during any consecutive 5-year period to send the required number of attendees to all Branch Leadership Conferences for their full duration; (xix) you fail more than once during any consecutive 5-year period to attend or to send an approved Control Person to attend an annual franchise meeting for its full duration; (xx) you lose required licensure and/or accreditation; or (xxi) you fail to satisfy the Monthly Performance Standard (i) at least 12 times during the initial term of the Franchise Agreement (those 12 defaults need not occur in consecutive months), or (ii) at least 6 times during a renewal term (those 6 defaults need not occur in consecutive months), we notify you after the 12th default that any subsequent default of the Monthly Performance Standard will give us the right to

Provision	Section in franchise or other agreement	Summary
	4 of Medium Density Market Addendum 10 of Expansion Option Agreement	terminate the Franchise Agreement, and you commit another default of the Monthly Performance Standard at any time during the franchise term. Termination or expiration of the “Primary” Franchise Agreement for a “Primary Agency” to which an Agency for a Medium Density Market relates generally will result in the automatic and concurrent termination or expiration of the Franchise Agreement for the Medium Density market. Any attempted assignment of the Expansion Option Agreement (which is not assignable) will cause the automatic and immediate termination of that Agreement.
i. Franchisee’s obligations on termination / non-renewal	13.1 and 13.2	Your obligations generally include: cease operating the franchised business and advertising; pay all sums due us; return the Operations Manual and all trade secret and other confidential materials; transfer all telephone numbers and trade and similar name registrations and business licenses to us; provide us with information on your employees, the clients, etc.; stop using our methods, procedures, technology and techniques; stop using the Marks and our advertising; remove all trade dress and other indications that you were our franchisee; assign any Agency lease to us; and vacate the Agency premises if we choose to exercise our rights under the collateral assignment of lease. You and other persons covered by the Franchise Agreement must comply with the covenants not to compete and not solicit clients of your former Agency, from our National Accounts partners, or from referral sources with which your former Agency or the BrightStar system did business. If default results in termination under this agreement, you must pay us for all costs, including attorneys’ fees we incur as a result of your default, and we will have a lien on all of your assets to secure such amounts. We may charge termination damages in certain circumstances (see Item 6).

Provision	Section in franchise or other agreement	Summary
		Also see (o) below.
j. Assignment of contract by franchisor	11.1	No restriction on our right to assign the Franchise Agreement or Expansion Option Agreement.
k. "Transfer" by franchisee-defined	11.2 10 of Expansion Option Agreement	Includes direct or indirect sale, assignment, transfer, conveyance, giving away, pledge, mortgage, or encumbering of any interest in the Franchise Agreement or any equity or voting interest in you as franchisee. You do not have the right to assign the Expansion Option Agreement and your expansion rights under any circumstances.
l. Franchisor approval of transfer by franchisee	11.2 and 11.8 10 of Expansion Option Agreement	We have the right to approve all transfers but will not unreasonably withhold approval. You do not have the right to assign the Expansion Option Agreement and your expansion rights under any circumstances.
m. Conditions for franchisor approval of transfer	11.2, 11.4, and 11.8	We will not unreasonably withhold our consent to a proposed transfer if, among other things: (i) all of your accrued monetary obligations to us have been paid; (ii) all existing defaults under the Franchise Agreement have been cured; (iii) you sign a general release in favor of us and our affiliates; (iv) you provide us a copy of the signed purchase agreement; (v) the transferee meets our qualifications, and the transferee or its owners are not a private equity firm or Search Fund; (vi) the transferee is aware of the incremental costs that must be invested to bring any and all agencies into compliance with our then-existing requirements for office locations, personnel, advertising and recruiting spend, and other items and has satisfactorily considered those costs in its investment plan and purchase price; (vii) the transferee signs our then-current Franchise Agreement and the required Addendum to Franchise Agreement (including Standard Resale Addendum); (viii) you or the transferee pays us the greater of (1) the applicable transfer fee, or (2) the initial franchise fee that we

Provision	Section in franchise or other agreement	Summary
		would have collected for the territory if we had granted the franchise rights for it to the transferee (if the transferee was a “Lead” of ours), plus any broker fees incurred for your transfer; (ix) the transferee satisfactorily completes our training program; (x) you comply with the post-term provisions of the Franchise Agreement; (xi) the transferee obtains all necessary licenses and permits required to operate the Agency; (xii) to the extent required by the terms of any leases or other agreements, the lessors or other parties must have consented to the proposed transfer; (xiii) the transfer is made in compliance with all applicable laws; (xiv) the purchase price and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation of the Agency and performance under its Franchise Agreement; (xv) you must request that we provide the prospective transferee with our current form of Disclosure Document; and (xvi) our approval of the transfer does not constitute a waiver of any claims we may have against the transferring party. Despite the above, we may withhold or condition our consent to any transfer as we deem appropriate based on the circumstances of the transfer, the Agency’s compliance at the time of transfer or otherwise. For example, if you and/or your affiliates (a) own and operate more than one BrightStar Care Agency under 1 or more additional franchise agreements with us, regardless of when such franchise agreements were signed, and (b) desire to transfer the Franchise Agreement and/or the Agency, together with one or more of your and/or your affiliates’ other franchise agreements and/or BrightStar Care Agencies, at the same time and to the same proposed transferee and/or its affiliates, we need not allow the transfers of the multiple BrightStar Care Agencies and instead have the absolute right to limit the proposed transfer solely to the Franchise Agreement and/or the Agency without regard to the proposed terms of the transfer or transfers negotiated between you and/or your affiliates and the proposed transferee and/or its affiliates. We have this

Provision	Section in franchise or other agreement	Summary
	10 of Expansion Option Agreement	same right even if the proposed transfer is of a controlling ownership interest in you. You do not have the right to assign the Expansion Option Agreement and your expansion rights under any circumstances.
n. Franchisor's right of first refusal to acquire franchisee's business	11.7	We may match any offer for your Agency or ownership interest in you or entity that controls you. To be a valid, bona fide offer, the proposed purchase price must be a fixed dollar amount, without any contingent payments of purchase price (such as earn-out payments), and the proposed transaction must relate exclusively to an interest in the rights granted by the Franchise Agreement and the Agency (or all or substantially all of its operating assets), a controlling ownership interest in you, or a controlling ownership interest in the entity with a controlling ownership interest in you. It may not relate to any other interests or assets.
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p. Death or disability of franchisee	11.5	Your heirs can qualify; otherwise, they or your legal representative must assign the franchise to an approved buyer within 6 months and otherwise fulfill the conditions to transfer. If this does not occur within 6 months of the date of death or disability, we can terminate the Franchise Agreement.
q. Non-competition covenants during the term of the franchise	10.4	You may not have any direct or indirect involvement in the operation of any Competing Business. A "Competing Business" is any business that provides (a) supplemental healthcare staff to institutional clients, such as hospitals, Medicare agencies, hospice agencies, assisted-living centers, nursing homes and clinics; (b) homecare services—whether comprehensive care services (including medical and non-medical care services), solely non-medical care services, or solely medical care services—to private-duty clients within their home or residence (the reference to "private-duty

Provision	Section in franchise or other agreement	Summary
		clients” means clients who receive care in their homes or other places of residence regardless of the nature of the payor for such care (e.g., a private individual, long-term care, commercial insurance, National Accounts payor, Medicare, Medicaid, etc.)); (c) case management and care management services; and/or (d) any other services, technology or devices, or products we may now or in the future authorize you to offer or sell in connection with the Agency’s operation. You also may not divert any business, client, or potential client of the Agency to any competitor or have any direct or indirect involvement in any oral or written statement or action that disparages us, our affiliates, our respective owners, directors, or officers, or the BrightStar Care Agency Program.
r. Non-competition covenants after the franchise is terminated or expires	10.4	No direct or indirect involvement in a Competing Business for 24 months (i) located at the premises of the former Agency, (ii) located or operating within the Protected Territory of the former Agency, (iii) located or operating within the protected territory of any other BrightStar Care Agency (whether owned by a franchisee, us, or our affiliates) in operation on the effective date of the expiration, non-renewal, termination, or transfer; or (iv) located or operating within a 25-mile radius of the outer boundaries of the protected territory of any other BrightStar Care Agency (whether owned by a franchisee, us, or our affiliates) in operation on the effective date of the expiration, non-renewal, termination, or transfer. You are also prohibited for 24 months from contacting any of our National Accounts, suppliers, or vendors in connection with your ownership, management, operation, maintenance of, engagement in, consulting with, or having any interest in any Competing Business.
s. Modification of agreement	8 and 19.3 10 of Standard Renewal Addendum 12 of Expansion Option Agreement	The Franchise Agreement (and Expansion Option Agreement) may not be modified except by a written agreement that you and we sign. We can modify or change the BrightStar Care Agency Program through changes in the Operations Manual and you are bound by the same.

Provision	Section in franchise or other agreement	Summary
t. Integration/merger clause	23 12 of Expansion Option Agreement	Only the terms of the Franchise Agreement and other related written agreements (including the Expansion Option Agreement) are binding (subject to state law). Any representations or promises outside of the Franchise Agreement or this Disclosure Document may not be enforceable.
u. Dispute resolution by arbitration or mediation	14 14 of Expansion Option Agreement	Except for certain claims, all disputes must first be submitted to our senior executives for internal dispute resolution and, if not resolved, to a mediation hearing conducted according to the procedure stated in the Franchise Agreement. Mediation will be held at our offices. Disputes that cannot be resolved through mediation are resolved through arbitration.
v. Choice of forum	14.7 14 of Expansion Option Agreement	All arbitration is to take place at a suitable location that is within 10 miles of where we have our principal business address when the arbitration demand is filed (currently, Bannockburn, Illinois) (subject to state law). All litigation must be filed in the county and state where our headquarters is located at the time the action is filed (currently, Lake County, Illinois) (subject to state law).
w. Choice of law	21 14 of Expansion Option Agreement	Illinois law applies (subject to state law).

ITEM 18 PUBLIC FIGURES

We do not use any public figure to promote our franchise.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

FACTUAL BACKGROUND

The historical financial performance information in this Item 19 includes certain information as of December 31, 2025, relating to (i) our franchisees' operation of their respective BrightStar agencies and (ii) BrightStar affiliate-owned agencies that were previously owned by franchisees. Revenue is calculated based upon the date the franchisee's minimum revenue performance requirements begin (the "Start Date"), which is the date on which an agency has the ability to perform 50% or more of the BrightStar business model.

In some instances, franchisees operate more than one BrightStar agency. Except as stated below, the information contained in this Item 19 includes information as of December 31, 2025, for all BrightStar agencies operated by our franchisees and by our affiliates as company-owned agencies (if what are now company-owned agencies were previously operated by a franchisee during some portion of 2022, 2023, 2024, or 2025). If a franchisee or an affiliate operates more than one BrightStar agency in the same market, the information in Sections A, B, and C includes financial information only for the franchisee's or the affiliate's first agency unless the franchisee or the affiliate acquired what was a first agency from another franchisee (as described below).

In Sections A, B, and C, we also include any franchised agencies that previously were a franchisee's first franchised agency but have since been acquired by other franchisees or by our affiliates and are now considered a second or subsequent agency.

This Item 19 also includes financial information for our franchised agency resale transactions, i.e., transferred agencies. From 2006 through 2018, the date of transfer was defined as the date on which the new franchisee secured its license to operate the agency in the same manner as the selling franchisee. Beginning in 2019, the definition of the date of transfer changed to be the date on which the new franchisee and the selling franchisee execute the asset purchase agreement and the new franchisee executes its franchise agreement, even though the assets might not yet have transferred if the new franchisee has not yet received its license to operate the agency in the same manner as it had been operated by the selling franchisee.

Different Schedules throughout this Item 19 contain different data sets. Specifically, Tables A, B, and C include first franchised agencies only and, beginning in 2022, former first franchised agencies that were subsequently acquired by our affiliate or by larger franchisees. These 3 Tables only include agencies open for at least 12 months as of December 31, 2025. Tables D and E include all agencies, regardless of whether a first agency or an additional agency and regardless of the length of time open. Table F includes various disclosures, including columns noted as either for all agencies regardless of the length of time open or only for first agencies open at least 12 months. Table G includes all franchised and affiliate-owned agencies regardless of whether a first agency or an additional agency and regardless of the length of time open between October 1, 2002, and December 31, 2025.

FRANCHISEE AND AFFILIATE-OWNED RESULTS

We used our Athena Business System (ABS) to gather the information for this Item 19 relating to our franchisees' and affiliate-owned (but formerly franchised) agencies' revenue, gross margins, customer and employee counts, mix of business, National Accounts program, and payer sources.

Our franchisees' experience has shown the success of a BrightStar franchised agency has a strong correlation to the amount of time and energy a franchisee spends on the key aspects of the business – sales, recruiting, clinical and leading their teams. As noted in Item 1 of this Disclosure Document, it is not necessary that you have experience in the healthcare industry before acquiring your agency. As an example, 75% of the franchisees/affiliates included in Table A had no prior healthcare experience before becoming a BrightStar franchisee, and there is little, if any, correlation between performance and healthcare experience.

A. Franchisee and Affiliate-Owned Revenue During 2025 (First Franchised Agency Only or Agencies that were once the First Agency of Another Franchisee)

Table A illustrates the average Revenue, displayed by quartile, earned by our franchisees for their first franchised agencies only—or earned by our franchisees or affiliates in connection with franchised agencies that previously were first franchised agencies but have since been acquired by them—during: (i) the 2025 calendar year for agencies open 12 months or longer; (ii) the 2025 calendar year for agencies open 24 months or longer; (iii) their first 12 months of operation commencing on their Start Date; (iv) their second year (months 13 through 24) of operation commencing on their Start Date; (v) their third year (months 25 through 36) of operation commencing on their Start Date; (vi) their fourth year (months 37 through 48) of operation commencing on their Start Date; (vii) their fifth year (months 49 through 60) of operation commencing on their Start Date; (viii) their sixth year (months 61 through 72) of operation commencing on their Start Date; (ix) their seventh year (months 73 through 84) of operation commencing on their Start Date; (x) their eighth year (months 85 through 96) of operation commencing on their Start Date; (xi) their ninth year (months 97 through 108) of operation commencing on their Start Date; and (xii) their tenth year (months 109 through 120) of operation commencing on their Start Date.

Between 2022 and 2024, Brightstar and its affiliates acquired territories that had been previously franchised. Brightstar and its affiliates acquired 17 territories in 2022, 9 territories acquired in 2023, and 4 territories acquired in 2024. Subsequently, in 2025, BrightStar and its affiliates started the process of refranchising these locations, refranchising 4 locations in 2025. Table A provides 2025 performance (in Notes 1-4 and corresponding portions of Table) with and without these acquired agencies to provide a view of full system performance. Schedules B, C, D, and E include what are now these BrightStar affiliate-owned agencies that were owned by franchisees.

For purposes of this financial performance representation, “Quartile” refers to the relative performance of the BrightStar Agencies. Specifically, “Quartile 1” refers to the top 25% of performing Agencies, “Quartile 2” refers to the next highest 25% of performing Agencies, “Quartile 3” refers to the next highest 25% of performing Agencies, and “Quartile 4” refers to the bottom 25% of performing Agencies.

TABLE A (First Agencies Only)

First Agencies	Average Revenue	Median Revenue	High Amount	Low Amount	Number of Agencies	Number & Percentage of Agencies that Attained or Exceeded the Average Revenue Amount	Number & Percentage of Agencies that Attained or Exceeded the Median Revenue Amount
2025 Revenue for Brightstar Agencies (Franchised & Affiliate-owned) open 12 months or longer ¹	2,413,076	1,943,606	14,781,044	48,123	207	74 (36%)	104 (50%)
Quartile 1	4,770,311	3,883,822	14,781,044	2,900,830	52	16 (31%)	26 (50%)
Quartile 2	2,405,989	2,367,704	2,875,457	1,962,981	51	22 (43%)	26 (51%)
Quartile 3	1,622,994	1,623,084	1,943,606	1,326,374	52	26 (50%)	26 (50%)
Quartile 4	852,873	878,698	1,323,093	48,123	52	30 (58%)	26 (50%)
2025 Revenue for Brightstar Agencies (Franchised & Affiliate-owned) open 24 months or longer ²	2,495,587	1,999,768	14,781,044	114,727	195	71 (36%)	98 (50%)
Quartile 1	4,884,110	3,916,938	14,781,044	2,947,040	49	16 (33%)	25 (51%)
Quartile 2	2,470,510	2,405,726	2,928,599	2,016,862	48	22 (46%)	24 (50%)
Quartile 3	1,671,129	1,645,308	1,999,768	1,374,642	49	23 (47%)	25 (51%)
Quartile 4	956,089	1,033,009	1,372,747	114,727	49	28 (57%)	25 (51%)
2025 Revenue for Franchised Agencies open 12 months or longer ³	2,427,980	1,963,777	14,781,044	48,123	202	72 (36%)	101 (50%)
Quartile 1	4,777,649	3,854,991	14,781,044	2,900,830	51	16 (31%)	26 (51%)
Quartile 2	2,414,849	2,368,496	2,875,457	1,964,573	50	21 (42%)	25 (50%)
Quartile 3	1,640,679	1,628,723	1,962,981	1,338,530	50	23 (46%)	25 (50%)
Quartile 4	863,048	879,146	1,338,425	48,123	51	29 (57%)	26 (51%)
2025 Revenue for Franchised Agencies open 24 months or longer ⁴	2,513,604	2,017,379	14,781,044	114,727	190	70 (37%)	95 (50%)
Quartile 1	4,894,278	3,914,795	14,781,044	2,947,040	48	16 (33%)	24 (50%)
Quartile 2	2,480,162	2,413,667	2,928,599	2,017,895	47	22 (47%)	24 (51%)
Quartile 3	1,690,948	1,677,826	2,016,862	1,401,477	47	23 (49%)	24 (51%)
Quartile 4	971,193	1,034,397	1,393,032	114,727	48	26 (54%)	24 (50%)

TABLE A continued (First Agencies Only)

First Agencies	Average Revenue	Median Revenue	High Amount	Low Amount	Number of Agencies	Number & Percentage of Agencies that Attained or Exceeded the Average Revenue Amount	Number & Percentage of Agencies that Attained or Exceeded the Median Revenue Amount
First year performance	445,035	351,598	2,013,367	27,376	207	81 (39%)	104 (50%)
Second year performance	993,361	836,638	3,661,793	164,281	196	77 (39%)	98 (50%)
Third year performance	1,236,109	1,096,000	4,433,481	45,141	189	69 (37%)	95 (50%)
Fourth year performance	1,471,350	1,281,634	5,370,051	203,101	178	70 (39%)	89 (50%)
Fifth year performance	1,672,256	1,364,906	7,775,668	330,575	172	57 (33%)	86 (50%)
Sixth year performance	1,842,146	1,497,673	8,264,101	449,335	164	50 (30%)	82 (50%)
Seventh year performance	1,969,937	1,672,768	7,915,742	483,288	156	51 (33%)	78 (50%)
Eighth year performance	2,116,452	1,763,571	10,839,910	314,368	146	48 (33%)	73 (50%)
Ninth year performance	2,198,015	1,821,536	12,539,974	237,468	142	45 (32%)	71 (50%)
Tenth year performance	2,340,132	1,886,383	11,793,328	349,159	134	47 (35%)	67 (50%)

Notes

1. The 2025 Revenue information includes Revenues earned by the first franchised BrightStar agencies from the time period of January 1, 2025, to December 31, 2025, if the BrightStar agency had been operated by the franchisee and/or our affiliates for at least 12 months before December 31, 2025.

Of the 207 agencies opened as first franchised agencies that were in operation for a period of at least 12 months as of December 31, 2025, 131 of these agencies were awarded a territory with a population of less than 400,000 people. The average Revenue during 2025 for these 131 agencies open at least 12 months as of December 31, 2025, was \$2,302,727, of which 52 agencies (40%) attained or exceeded this stated average. The median 2025 Revenue for these 131 agencies open at least 12 months as of December 31, 2025, was \$1,836,319.

2. The 2025 Revenue information includes Revenues earned by the first franchised BrightStar agencies from the time period of January 1, 2025, to December 31, 2025, if the BrightStar agency had been operated by the franchisee and/or our affiliates for at least 24 months before December 31, 2025.

Of the 195 agencies opened as first franchised agencies that were in operation for a period of at least 24 months as of December 31, 2025, 126 of these agencies were awarded a territory with a population of less than 400,000 people. The average Revenue during 2025 for these 126 agencies open at least 24 months as of December 31, 2025, was \$2,340,683, of which 51 agencies (40%) attained or exceeded this stated average. The median 2025

Revenue for these 126 agencies open at least 24 months as of December 31, 2025, was \$1,901,384.

3. The 2025 Revenue information in this Note 3 and in Note 4 and the corresponding portions of the Table only include Revenues earned by franchisees for their first BrightStar agencies from the time period of January 1, 2025 to December 31, 2025. Agencies owned by us or our affiliates at any point during 2025 (after having acquired them from franchisees) are excluded from Notes 3 and 4 and the corresponding portions of the Table.

Of the 202 agencies opened by franchisees as their first agency that were in operation for a period of at least 12 months as of December 31, 2025, 128 of these agencies were awarded a territory with a population of less than 400,000 people. The average Revenue during 2025 for these 128 agencies open at least 12 months as of December 31, 2025, was \$2,333,269, of which 52 agencies (41%) attained or exceeded this stated average. The median 2025 Revenue for these 128 agencies open at least 12 months as of December 31, 2025, was \$1,901,384.

4. The 2025 Revenue information includes Revenues earned by franchisees for their first BrightStar agencies from the time period of January 1, 2025, to December 31, 2025, if the franchisee had operated its BrightStar agency for at least 24 months before December 31, 2025.

Of the 190 agencies opened by franchisees as their first agency that were in operation for a period of at least 24 months as of December 31, 2025, 123 of these agencies were awarded a territory with a population of less than 400,000 people. The average Revenue during 2025 for these 123 agencies open at least 24 months as of December 31, 2025, was \$2,373,392, of which 50 agencies (41%) attained or exceeded this stated average. The median 2025 Revenue for these 123 agencies open at least 24 months as of December 31, 2025, was \$1,938,777.

5. The tables in Schedule A exclude two New York agencies in transition on change of ownership pending LHCSA licensure moratorium resolution.

Table B below is a subset of certain information disclosed in Table A in that it discloses the following information during specified years of performance only for territories having a population of less than 400,000 people that were franchisees' first franchised agencies or were franchisees' first agencies and then acquired by other franchisees or by our affiliates: average Revenue, median Revenue, high Revenue, low Revenue, number of agencies, and number (and percentage) of agencies that attained or exceeded the average and median revenue. Because the Start Date for each franchised agency differed, each performance year includes revenue earned during distinct 12-month time periods that generally do not correspond with a calendar year. The information in Table B discloses the noted performance about first franchised agencies during (i) their first 12 months of operation commencing on their Start Date; (ii) their second year (months 13 through 24) of operation commencing on their Start Date; (iii) their third year (months 25 through 36) of operation commencing on their Start Date; (iv) their fourth year (months 37 through

48) of operation commencing on their Start Date; (v) their fifth year (months 49 through 60) of operation commencing on their Start Date; (vi) their sixth year (months 61 through 72) of operation commencing on their Start Date; (vii) their seventh year (months 73 through 84) of operation commencing on their Start Date; (viii) their eighth year (months 85 through 96) of operation commencing on their Start Date; (ix) their ninth year (months 97 through 108) of operation commencing on their Start Date; and (x) their tenth year (months 109 through 120) of operation commencing on their Start Date.

Table B – Territories with population < 400k (First Agencies Only)

First Agencies	Average Revenue	Median Revenue	High Amount	Low Amount	Number of Agencies	Number & Percentage of Agencies that Attained or Exceeded the Average Revenue Amount	Number & Percentage of Agencies that Attained or Exceeded the Median Revenue Amount
First year performance	428,573	348,368	2,013,367	27,376	131	49 (37%)	66 (50%)
Second year performance	974,540	818,667	3,661,793	164,281	127	49 (39%)	64 (50%)
Third year performance	1,218,521	1,091,539	4,433,481	45,141	125	47 (38%)	63 (50%)
Fourth year performance	1,433,547	1,274,702	5,370,051	203,101	115	44 (38%)	58 (50%)
Fifth year performance	1,616,865	1,336,326	7,775,668	330,575	109	35 (32%)	55 (50%)
Sixth year performance	1,835,375	1,477,049	8,264,101	513,976	103	29 (28%)	52 (50%)
Seventh year performance	1,905,581	1,438,517	7,915,742	528,127	95	26 (27%)	48 (51%)
Eighth year performance	2,103,655	1,557,036	10,839,910	314,368	86	25 (29%)	43 (50%)
Ninth year performance	2,158,947	1,620,358	12,539,974	237,468	82	24 (29%)	41 (50%)
Tenth year performance	2,300,008	1,861,302	11,793,328	349,159	76	25 (33%)	38 (50%)

B. Franchisee Margins (First Franchised Agency Only or Agencies that were once First Agency of Another Franchisee during 2022, 2023, 2024, or 2025)

The following table identifies our franchisees' Gross Margin percentage. Gross Margin percentage is defined as Gross Profit divided by Revenues. Gross Margin is defined as Revenues less Cost of Goods Sold. Cost of Goods sold includes all direct and indirect costs related to field employees, including payroll, payroll taxes, benefits, screening costs, workers' comp insurance, crime bond costs, and professional and general liability insurance. We use a 20.0% average load onto known payroll costs to estimate COGS. The 20.0% is based on the franchise system average estimates.

The information contained in this table includes information for all agencies opened by franchisees as their first agency through 2025, even if the agencies became a second agency in 2022, 2023, 2024, or 2025 and even if they are now owned as a company-owned unit, including all resale agencies, for the full year as of December 31, 2025, for agencies opened 12 months or longer as of December 31, 2025. Specifically, out of our 427 total franchised and affiliate-owned agencies in existence as of the end of 2025, 203 of these agencies were opened by franchisees as their first agency (or used to be first agencies and then transitioned to an existing franchisee or to our affiliate

as a second agency) and were open for 12 months or longer as of December 31, 2025. If a franchisee operates more than one BrightStar agency, the information contained in the table below only includes information for the franchisee's first BrightStar agency unless the franchisee acquired a former first agency of another franchisee or the first agency of a franchisee was acquired by a company-owned affiliate.

	Average Gross Margin Percentage	Median Gross Margin Percentage	High Margin	Low Margin	Number of agencies	Number and % of Agencies that attained or exceeded Average Amount
2025	42.0%	41.7%	63.9%	20.0%	203	95 (47%)

Notes

1. Cost of Goods sold includes the direct cost of Nurse visits associated with billable services.
2. All agencies shown in the schedule above were franchised at the beginning of 2022, 2023, or 2024. Between 2022 and 2024, agencies that were the first franchised agency of a franchisee and subsequently acquired by our affiliate are also included.
3. The schedule excludes two New York agencies in transition on change of ownership pending LHCSA licensure moratorium resolution.
4. The schedule excludes four agencies that primarily do skilled care through an outside system.
5. The schedule excludes two affiliate-owned agencies that were affiliate-owned since their inception.
6. The schedule excludes data from the Care Homes pilot program.

C. Data Analysis of Client and Employee Statistics (First Agency Only)

Hours Billed per Client per Week

The information in the chart below reflects the average, median, high, and low hours billed per client per week during calendar year 2025 for all Brightstar franchised first agencies as well as for former franchised first agencies resold as secondary agencies 2022 through 2025 or sold to our affiliate, including all resale agencies, open and operating for at least 12 months as of December 31, 2025. As of December 31, 2025, we had 203 franchised and affiliate-owned (previously franchisee owned and operated during a portion of 2022, 2023, or 2024) BrightStar agencies open as first agencies.

Average Hours Billed Per Week	Median Hours Billed per Week	High Per Week	Low Per Week	Number of Agencies	Number and Percentage of Agencies that Attained or Exceeded Average Amount
23.9	22.7	102.3	2.8	203	93 (46%)

Notes

1. Excluding skilled care, the average hours per client per week are 19.7 (most franchisees will begin to perform skilled care in their second year unless there are Certificate of Need restrictions in the state, including Kentucky until late 2020, and Arkansas and Tennessee as well).
2. All agencies shown in the schedule above were franchised at the beginning of 2022, 2023, or 2024. Between 2022 and 2024, agencies that were the first franchised agency of a franchisee and subsequently acquired by our affiliate are also included.
3. The schedule excludes two New York agencies in transition on change of ownership pending LHCSA licensure moratorium resolution.
4. The schedule excludes four agencies that primarily do skilled care through an outside system.
5. The schedule excludes two affiliate-owned agencies that were affiliate-owned since their inception.
6. The schedule excludes data from the Care Homes pilot program.

Number of Clients and Employees Served Per Agency

Avg Weekly Billed Revenue Range	Avg weekly hours per employee	# and % of agencies > avg	Median weekly hours per EE	Avg weekly EEs	# and % of agencies > avg	Median # weekly EEs	Avg weekly client count	# and % of agencies > avg	Median weekly client count	Agency count
0-5,000	11.6	1 (50%)	11.6	2.6	1 (50%)	2.6	3.3	1 (50%)	3.3	2.0
5,000-10,000	11.6	2 (33%)	9.8	12.4	3 (50%)	12.8	14.0	2 (33%)	12.2	6.0
10,000-20,000	19.5	11 (41%)	18.0	19.0	12 (44%)	18.6	21.2	10 (37%)	17.1	27.0
20,000-30,000	19.0	14 (37%)	17.5	31.9	17 (45%)	31.4	31.0	18 (47%)	28.5	38.0
30,000-40,000	19.6	17 (44%)	18.9	43.0	22 (56%)	43.3	41.0	20 (51%)	41.4	39.0
40,000-50,000	18.9	13 (50%)	19.0	53.1	12 (46%)	51.5	52.0	9 (35%)	46.4	26.0

Avg Weekly Billed Revenue Range	Avg weekly hours per employee	# and % of agencies > avg	Median weekly hours per EE	Avg weekly EEs	# and % of agencies > avg	Median # weekly EEs	Avg weekly client count	# and % of agencies > avg	Median weekly client count	Agency count
50,000-60,000	20.8	10 (42%)	20.1	53.6	14 (58%)	55.6	51.5	8 (33%)	45.6	24.0
60,000-75,000	22.0	8 (47%)	21.2	66.4	8 (47%)	62.8	54.6	7 (41%)	53.4	17.0
>75,000	24.4	13 (54%)	25.6	105.2	8 (33%)	94.3	95.8	8 (33%)	77.3	24.0

The information in the chart above reflects the average and median weekly hours worked per employee, average and median number of employees worked per week, and average and median number of clients per week for full year 2025. The information above contains information for all Brightstar first agencies, or former first agencies resold as secondary agencies in 2022, 2023, 2024, and 2025, for all ongoing clients for agencies open and operating 12 months or longer as of December 31, 2025. Specifically, out of the 427 total Brightstar agencies in existence as of December 31, 2025, 203 of those agencies were opened as a franchisee's first agency, or former first agencies resold as secondary agencies, and open and operating 12 months or longer as of December 31, 2025. Excluded from the chart above are 30 new franchised agencies opened in 2025, and most of these fall in the below \$20,000 average weekly billed revenue level as of the end of the year.

NOTES

1. All agencies shown in the schedule above were franchised at the beginning of 2022, 2023, or 2024. Between 2022 and 2024, agencies that were the first franchised agency of a franchisee and subsequently acquired by our affiliate are also included.
2. The schedule excludes two New York agencies in transition on change of ownership pending LHCSA licensure moratorium resolution.
3. The schedule excludes four agencies that primarily do skilled care through an outside system.
4. The schedule excludes two affiliate-owned agencies that were affiliate-owned since their inception.
5. The schedule excludes data from the Care Homes pilot program.

D. Franchisee Mix of Business

The table below provides information for the 2025 fiscal year by line of business and includes billed revenue from the ABS operating system for all Brightstar agencies in operation in 2025, regardless of whether: (i) the agency was a franchisee's or affiliate's first, second or subsequent BrightStar agency, or (ii) the agency operated during the entire 12-month period.

An agency's mix of business consists of 4 lines of business: Personal Care, Companion Care/Child Care, Skilled Services and Staffing.

Personal Care services are primarily provided by specially trained Certified Nursing Assistants and Home Health Aides. They help patients with activities of daily living and other medical healthcare needs under the direct supervision of a Registered Nurse (RN) or Licensed Practical Nurse (LPN).

Companion Care/Child Care services are primarily provided by caregivers who provide care and comfort and basic chores such as medication reminders, light housekeeping, errands, and meal prep like Certified Nursing Assistants, but without the medical assistance.

Skilled Services are medical services provided by skilled professionals like nurses, physical therapists or other licensed medical professionals. This type of care must be provided per the signed Licensed Provider's order and skilled plan of care.

Staffing includes a variety of staffing done either in a facility or in a patient's home under a staffing contract where a third party is directing the plan of care. There are various types of staffing, including but not limited to per diem/shift, direct placement, visit, companion care, personal care, and skilled care.

2025 System Wide Agencies - 412 units	Revenue Mix
Personal Care	51.0%
Skilled Services	38.6%
Companion Care/Child Care	2.3%
Subtotal	91.9%
Staffing	8.1%
Total	100.0%

Notes

1. All agencies shown in the schedule above were franchised at the beginning of 2022, 2023, or 2024. Between 2022 and 2024, agencies that were the first franchised agency of a franchisee and subsequently acquired by our affiliate are also included.
2. The schedule excludes two New York agencies in transition on change of ownership pending LHCSA licensure moratorium resolution.
3. The schedule excludes ten agencies that primarily do skilled care through an outside system.
4. This schedule excludes three affiliate-owned agencies that have been affiliate-owned since their inception.
5. The schedule excludes revenue from the Care Homes pilot program.

E. Payer Sources

The table below provides information for the 2025 fiscal year, by payer source. The table below includes all agencies in operation during 2025, regardless of whether: (i) the agency was the franchisee's or affiliate's first, second or subsequent BrightStar agency, or (ii) the agency operated during the entire 12-month period.

Payer Source	412 Units	%
Self Pay - Private Individual		42.9%
Local Contract Amount		8.4%
Self Pay - Business/Facility		1.6%
National Accounts Referral Business		
National Account		17.7%
Medicaid		11.9%
Veterans Administration		9.1%
Total National Accounts Business		38.7%
Long Term Care Insurance		1.3%
Other		7.1%
Total		100.0%

Notes

1. "Other" includes, but is not limited to, the following: business to business staffing, commercial health insurance, trusts, workers' comp insurance, and government programs.
2. All agencies shown in the schedule above were franchised at the beginning of 2022, 2023, or 2024. Between 2022 and 2024, agencies that were the first franchised agency of a franchisee and subsequently acquired by our affiliate are also included.
3. The schedule excludes two New York agencies in transition on change of ownership pending LHCSA licensure moratorium resolution.
4. The schedule excludes ten agencies that primarily do skilled care through an outside system.
5. The schedule excludes three affiliate-owned agencies that were affiliate-owned since inception.
6. The schedule excludes revenue from the Care Homes pilot program.

F. National Accounts

The following table illustrates the total National Accounts Revenues contributed to the system by the National Accounts program for all Brightstar agencies for the 2025 fiscal year. The table also illustrates the average and median dollar amount of National Account Contract Revenue received by the first Brightstar agencies, or former first agencies resold as secondary agencies in 2022, 2023, 2024, and 2025, open at least 12 months as of December 31, 2025, as well as the margins for first franchise agencies, or former first agencies resold as second agencies in 2025, open at least 12 months as of December 31, 2025.

Total System Wide National Accounts Revenue (all locations open as of 12/31/2025) (1)(6)(7)	Average Sales per first location (notes 2-7)	Median Revenue per first location (notes 2-7)	High Revenue per first location (notes 2-7)	Low Revenue per first location (notes 2-7)	Number and Percentage of first Franchisee Agencies that Attained or Exceeded Average (notes 2-7)	Average Margin of National Accounts (notes 2-7)	Median Margin of National Accounts (notes 2-7)
\$297,932,716	\$889,051	\$706,674	\$5,406,596	\$10,340	78 (38.4%)	46.1%	45.5%

Notes

1. Total National Accounts Revenues include Revenue information related to Net Billings realized by all of our agencies as of December 31, 2025.
2. The average, median, high and low revenue numbers, and percentage of first franchised agencies that attained or exceeded average, and average margin of National Accounts in the chart above are for first franchisee agencies, or former first agencies resold as secondary agencies (any previous first franchised agencies that previously were a franchisee's first franchised agency but have since been acquired by other franchisees or by our affiliates and are now considered second or subsequent agency) open at least 12 months as of December 31, 2025.
3. All agencies shown in the schedule above were franchised at the beginning of 2022, 2023, or 2024. Between 2022 and 2024, agencies that were the first franchised agency of a franchisee and subsequently acquired by our affiliate are also included.
4. The schedule excludes two New York agencies in transition on change of ownership pending LHCSA licensure moratorium resolution.
5. The schedule excludes four agencies that do primarily skilled care through an outside system.
6. This schedule excludes three affiliate-owned agencies that were affiliate-owned since inception.
7. The schedule excludes revenue from the Care Homes pilot program.

G. SYSTEM-WIDE NET BILLINGS

This table presented below contains certain information related to Net Billings realized by all of our agencies, including affiliate-owned and franchise agencies, for the period beginning October 1, 2002 (the date our first affiliate-owned agency was opened) and ending December 31, 2025.

BrightStar (All affiliate-owned and franchised agencies)

Year	Notes	Outlets at the end of the Year	System-Wide Billings
2002	1, 4	1	\$ 112,154
2003	4	1	\$ 1,357,412
2004	2, 4	2	\$ 1,879,409
2005		2	\$ 2,330,713
2006	3	12	\$ 3,143,734
2007		30	\$ 9,801,293
2008		81	\$ 24,673,797
2009		141	\$ 50,182,936
2010		199	\$ 98,704,175
2011		237	\$ 157,300,718
2012		251	\$ 211,962,746
2013		258	\$ 248,955,435
2014		269	\$ 290,022,138
**2015		293	\$ 339,992,245
2016		309	\$ 374,117,028
2017	5	321	\$ 403,098,423
2018	5	332	\$ 434,153,757
2019	5	319	\$ 483,479,832
**2020	5, 6	325	\$ 569,280,006
2021	5, 6	353	\$ 639,446,501
2022	5, 6	366	\$ 653,907,370
2023	5, 6	378	\$ 698,434,469
2024	5, 6	408	\$ 744,894,349
2025	5, 6	427	\$ 800,889,479

Total \$ 7,242,120,121

1. Gurnee, IL agency opened Oct 1, 2002 (3 months results only)
2. Wilmette IL agency opened Jul 5, 2004 (6 months of results only). Relocated to Chicago, IL, June 1, 2005
3. Franchise operations began March 2006
4. Source is from system before ABS

5. Includes skilled revenue from KanTime
 6. Includes revenue of \$1.2M (in 2020), \$1.8M (in 2021), \$2.6M (in 2022), \$2.5M (in 2023), \$3.4M (in 2024), and \$0.9M (in 2025) from Care Homes pilot program
- ** Includes revenue for the 53 week period ended 1/3/2016 and 1/3/2021

Additional Notes

Some BrightStar agencies have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.

The Item 19 figures do not reflect all of the operating expenses or other costs or expenses that must be deducted from the average total sales price or gross Revenue to obtain net income or profit. In particular, the costs and expenses contained in this Item 19 do not include the expenses which are payable according to the terms of the franchise agreement. There may be other costs and expenses not identified.

The data in this Item 19 is unaudited. Written substantiation for this financial performance representation will be made available to you upon reasonable request.

Other than the preceding financial performance representation, we do not make any representations about a franchisee's future financial performance or the past financial performance of affiliate-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting BrightStar Franchising, LLC, Attention: Chief Financial Officer, 2275 Half Day Road, Suite 210, Bannockburn, IL 60015, (877) 689-6898, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISE INFORMATION

Our most recent fiscal year end is December 28, 2025, and the following charts disclose information about our franchised and company-owned outlets for the past 3 calendar years.

Table No. 1

Systemwide Outlet Summary For years 2023, 2024, and 2025

Column 1	Column 2	Column 3	Column 4	Column 5
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	347	347	0

Column 1	Column 2	Column 3	Column 4	Column 5
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
	2024	347	373	+26
	2025	373	396	+23
Company-Owned	2023	20	31	+11
	2024	31	35	+4
	2025	35	31	-4
Total Outlets	2023	367	378	+11
	2024	378	408	+30
	2025	408	427	+19

Table No. 2

**Transfers of Outlets from Franchisees to New Owners
(Other than Franchisor) for Years 2023, 2024 and 2025**

Column 1	Column 2	Column 3
State	Year	Number of Transfers
AL	2023	1
	2024	0
	2025	0
AR	2023	2
	2024	0
	2025	0
AZ	2023	0
	2024	0
	2025	2
CA	2023	5
	2024	2

Column 1	Column 2	Column 3
State	Year	Number of Transfers
	2025	0
CO	2023	1
	2024	0
	2025	0
FL	2023	1
	2024	0
	2025	0
GA	2023	0
	2024	0
	2025	4
IL	2023	0
	2024	4
	2025	4
IN	2023	2
	2024	3
	2025	0
MA	2023	2
	2024	0
	2025	0
MD	2023	5
	2024	0
	2025	0
MI	2023	1
	2024	0
	2025	0
NJ	2023	1
	2024	3

Column 1	Column 2	Column 3
State	Year	Number of Transfers
	2025	3
OK	2023	0
	2024	0
	2025	1
PA	2023	2
	2024	4
	2025	1
SC	2023	0
	2024	1
	2025	0
TN	2023	1
	2024	0
	2025	0
TX	2023	3
	2024	2
	2025	8
VA	2023	2
	2024	0
	2025	0
WI	2023	0
	2024	0
	2025	2
TOTAL	2023	29
	2024	19
	2025	25

Table No. 3

**Status of Franchise Outlets
For Years 2023, 2024, and 2025**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
State	Year	Outlets at Start of Year	Outlets Opened	Termin- ations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
AK	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
AL	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
AR	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
AZ	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
CA	2023	49	2	4	0	0	0	47
	2024	47	6	1	0	0	0	52
	2025	52	8	1	4	0	0	55
CO	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	0	1	0	0	1	7
CT	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	0	0	0	0	0	9
DC	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
FL	2023	36	3	0	0	0	0	39
	2024	39	2	1	0	2	0	38
	2025	38	4	0	0	0	0	42
GA	2023	7	1	0	0	0	0	8
	2024	8	2	0	0	0	0	10
	2025	10	1	0	0	0	0	11

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
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
HI	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
ID	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
IL	2023	18	0	0	0	0	0	18
	2024	18	0	0	0	2	0	16
	2025	16	1	0	0	0	0	17
IN	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
	2025	8	0	0	0	0	0	8
KS	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
KY	2023	3	0	0	0	0	0	3
	2024	3	1	0	0	0	0	4
	2025	4	0	0	0	0	0	4
MA	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	4	0	1	0	0	8
MD	2023	12	2	0	0	0	0	14
	2024	14	1	0	0	0	0	15
	2025	15	1	0	0	0	0	16
MI	2023	10	0	0	0	0	0	10
	2024	10	1	0	0	0	0	11
	2025	11	0	0	0	0	0	11
MN	2023	8	0	0	0	0	0	8
	2024	8	3	0	0	0	0	11
	2025	11	0	0	0	0	0	11
MO	2023	7	2	0	0	0	0	9
	2024	9	1	0	0	0	0	10
	2025	10	0	0	0	0	2	8
	2023	10	1	0	0	0	0	11

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
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
NC	2024	11	2	0	0	0	0	13
	2025	13	1	0	0	0	0	14
NE	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
NH	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
NJ	2023	15	1	0	0	0	0	16
	2024	16	3	0	0	0	0	19
	2025	19	2	0	0	0	0	21
NM	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
NV	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
NY	2023	6	0	0	1	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	0	5
OH	2023	9	0	0	0	0	0	9
	2024	9	1	0	0	0	1	9
	2025	9	0	0	0	0	0	9
OK	2023	3	0	0	0	0	0	3
	2024	3	2	0	0	0	0	5
	2025	5	0	0	0	0	0	5
OR	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
	2025	3	1	0	0	0	0	4
PA	2023	22	0	0	0	0	0	22
	2024	22	0	2	0	0	0	20
	2025	20	1	0	0	0	0	21

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9
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
SC	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	3	0	0	0	0	8
TN	2023	4	0	0	0	1	0	3
	2024	3	0	0	0	0	0	3
	2025	3	1	0	0	0	0	4
TX	2023	28	0	0	0	0	0	28
	2024	28	4	0	0	0	0	32
	2025	32	3	1	0	0	0	34
UT	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
VA	2023	17	1	0	0	0	0	18
	2024	18	1	0	0	0	0	19
	2025	19	1	0	0	0	0	20
WA	2023	3	0	0	0	0	0	3
	2024	3	1	0	0	0	0	4
	2025	4	0	0	0	0	0	4
WI	2023	14	0	0	0	8	1	5
	2024	5	1	0	0	0	0	6
	2025	6	0	0	0	0	0	6
WV	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Totals	2023	347	15	4	1	9	1	347
	2024	347	35	4	0	4	1	373
	2025	373	34	3	5	0	3	396

Table No. 4

**Status of Company-Owned Outlets
For Years 2023, 2024, and 2025**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8
State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Alabama	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2
Arizona	2023	7	0	0	0	0	7
	2024	7	0	0	0	0	7
	2025	7	0	0	0	0	7
Florida	2023	5	2	0	0	0	7
	2024	7	0	2	0	0	9
	2025	9	0	0	0	0	9
Illinois	2023	1	0	0	0	0	1
	2024	1	0	2	0	0	3
	2025	3	0	0	0	0	3
Iowa	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2
South Carolina	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
	2025	3	0	0	0	3	0
Tennessee	2023	0	0	1	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	1	0
Wisconsin	2023	0	0	8	0	0	8
	2024	8	0	0	0	0	8
	2025	8	0	0	0	0	8
Totals	2023	20	2	9	0	0	31
	2024	31	0	4	0	0	35
	2025	35	0	0	0	4	31

Table No. 5
Projected Openings as of December 31, 2025

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlet in the Next Fiscal Year	Column 4 Projected New Company- Owned Outlet in the Next Fiscal Year
CA	3	8	0
DE	1	0	0
FL	0	1	0
GA	4	1	0
IL	1	1	0
IN	0	1	0
MA	0	1	0
MI	2	2	0
MN	1	0	0
NC	1	0	0
NE	0	1	0
NJ	0	3	0
NV	0	1	0
OH	1	3	0
OR	1	0	0
PA	1	1	0
SC	1	2	0
TN	0	2	0
TX	1	4	0
WA	0	4	0
WV	2	0	0
Total	21	38	0

A list of our current franchisees is attached as Exhibit I to this Franchise Disclosure Document. There are no franchisees who had an Agency terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our last fiscal year, or who have not communicated with us within 10 weeks of the date of this Franchise Disclosure Document, other than those listed in Exhibit I. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. The following independent franchisee organization has asked to be included in this Disclosure Document: BrightStar Independent Franchisee Association Board of Directors, American Association of Franchisees & Dealers, P.O. Box 10158, Palm Desert, California 92255-1058, (619) 209-3775 (phone), (866) 855-1988 (fax), boa@aafdchapters.org.

During the last 3 fiscal years, some of our franchisees have signed confidentiality clauses. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the BrightStar Care franchise system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

ITEM 21 FINANCIAL STATEMENTS

Attached as Exhibit F are our audited financial statements for our fiscal years ended December 31, 2023, December 29, 2024, and December 28, 2025.

ITEM 22 CONTRACTS

Attached is a copy of all agreements proposed for use in this state with the offer and sale of the Franchised Business. Those agreements are as follows:

EXHIBIT B Franchise Agreement

- A. Declarations Page
- B-1. Authorization for BrightStar Franchising, LLC to Initiate Debit Entries for Monthly Franchise Service Fees
- B-2. Authorization for BrightStar Technology Group, LLC to Initiate Debit Entries for Monthly Technology Service Fees
- C. Collateral Assignment of Lease
- D. Franchisee Ownership and Management Information
- E. Personal Guarantee, Covenants and Assumption of Obligations
- F. Addendum to Franchise Agreement
- G. Franchisee Acknowledgments
- H. Collateral Assignment of Telephone Numbers
- I. Control Person Addendum
- J. Franchisor and Franchisee Acknowledgment
- K. Business Associate Agreement

EXHIBIT D State Specific Addenda

EXHIBIT G	Microsoft Dynamics GP Software Agreement to be Bound
EXHIBIT I	Release of Claims
EXHIBIT J	Microsoft Enterprise Package Addendum
EXHIBIT K-1	Medium Density Market Addendum to Franchise Agreement
EXHIBIT K-2	Small Territory Addendum to Franchise Agreement
EXHIBIT L	Expansion Option Agreement

ITEM 23 RECEIPTS

Exhibit M of this Franchise Disclosure Document contains a detachable document, in duplicate, acknowledging receipt of this Disclosure Document by a prospective franchisee. You should sign both copies of the Receipt. You should retain one signed copy for your records and return the other signed copy to BrightStar Franchising, LLC, 2275 Half Day Road, Suite 210, Bannockburn, IL 60015, or via facsimile to 866-360-0393.

EXHIBIT A

**TO BRIGHTSTAR FRANCHISING, LLC'S
FRANCHISE DISCLOSURE DOCUMENT**

**LIST OF STATE ADMINISTRATORS AND
LIST OF AGENTS FOR SERVICE OF PROCESS**

STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process.

There also may be additional agents appointed in some of the states listed.

CALIFORNIA

Website: www.dfpi.ca.gov

Email: ask.DFPI@dfpi.ca.gov

(for service of process)

Commissioner of Department of Financial
Protection & Innovation

(state franchise administrator)

Department of Financial Protection &
Innovation

Toll Free: 1 (866) 275-2677

Los Angeles

320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
(213) 576-7500

Sacramento

651 Bannon Street, Suite 300
Sacramento, California 95811
(916) 576-4941

San Diego

1455 Frazee Road, Suite 315
San Diego, California 92108
(619) 525-4233

San Francisco

One Sansome Street, Suite 600
San Francisco, California 94104-4428
(415) 972-8559

HAWAII

(for service of process)

Commissioner of Securities
State of Hawaii, Dept. of Commerce
& Consumer Affairs
Business Registration Division –
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(844) 808-3222

(for other matters)

Commissioner of Securities
State of Hawaii, Dept. of Commerce
& Consumer Affairs
Business Registration Division –
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(844) 808-3222

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

(for service of process)

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

(state agency)

Indiana Secretary of State
Securities Division
Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND

(for service of process)

Maryland Securities Commissioner
at the Office of Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(state agency)

Office of the Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

MICHIGAN

Michigan Attorney General's Office
Consumer Protection Division
Attn: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48933
(517) 335-7567

MINNESOTA

Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1500

NEW YORK

(for service of process)

Attention: New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, New York 12231-0001
(518) 473-2492

(Administrator)

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8236

NORTH DAKOTA

(for service of process)

North Dakota Insurance &
Securities Department
600 East Boulevard Avenue
Bismarck, North Dakota 58505-0510
(701) 328-2910

(state agency)

North Dakota Insurance &
Securities Department
600 East Boulevard Avenue
Bismarck, North Dakota 58505-0510
(701) 328-2910

OREGON

Oregon Division of Financial Regulation
350 Winter Street NE, Suite 410
Salem, Oregon 97301
(503) 378-4140

RHODE ISLAND

Securities Division
Department of Business Regulations
1511 Pontiac Avenue
John O. Pastore Complex-Building 69-1
Cranston, Rhode Island 02920
(401) 462-9500

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA

(for service of process)

Clerk, State Corporation Commission
1300 East Main Street
First Floor
Richmond, Virginia 23219
(804) 371-9733

(for other matters)

State Corporation Commission
Division of Securities and Retail Franchising
Tyler Building, 9th Floor
1300 East Main Street
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON

(for service of process)

Director Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501
(360) 902-8760

(for other matters)

Department of Financial Institutions
Securities Division
P. O. Box 41200
Olympia, Washington 98504-1200
(360) 902-8760

WISCONSIN

(for service of process)

Administrator, Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-2139

(state administrator)

Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-9555

EXHIBIT B

**TO BRIGHTSTAR FRANCHISING, LLC'S
FRANCHISE DISCLOSURE DOCUMENT**

AGENCY FRANCHISE AGREEMENT

BRIGHTSTAR FRANCHISING, LLC
BRIGHTSTAR CARE AGENCY FRANCHISE AGREEMENT

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BRIGHTSTAR CARE AGENCY FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") is made as of _____, by and between BrightStar Franchising, LLC, an Illinois limited liability company, with its principal place of business at 2275 Half Day Road, Suite 210, Bannockburn, IL 60015 ("we," "us," or "our"), and _____, with a place of business at _____ ("you" or "your").

RECITALS

WHEREAS, we, our principal, and our affiliates have expended a considerable amount of time, effort, and money to develop a distinctive system (the "System") for the operation of an agency providing comprehensive personal care and/or medical services to private-duty clients within their home and marketing supplemental healthcare staff to institutional clients (each an "Agency," "BrightStar Care Agency," or "Franchised Business"); and

WHEREAS, we are engaged in the business of granting franchises to operate BrightStar Agencies; and

WHEREAS, you desire to enter into an agreement with us to obtain the rights to operate a BrightStar Care Agency (or "Franchised Business") using the System developed by us, our principal, and our affiliates, including standardized methods, guidelines and procedures for providing domestic care services, and the operation of a medical staffing services agency, the Athena Business System; sales techniques, marketing, advertising, and staffing management systems; and procedures for operation and management of a BrightStar Care Agency in the manner set forth in this Agreement and in the Operations Manual we provide and modify from time to time (the "BrightStar System" or "System"); and

WHEREAS, we and our franchisees use various trade names, trademarks and service marks including, without limitation, the service mark "BrightStar" in connection with the BrightStar System (the "Licensed Marks"); and

WHEREAS, we and our affiliates have developed and maintain an integrated management system providing various technology solutions, including: client relationship management, staff relationship management, billing management, web management (www.brightstarcare.com), franchise management and all modifications thereto that may be made from time to time (the "Athena Business System" or "ABS"); and

WHEREAS, you have applied to us for a franchise to operate an Agency using the BrightStar System and ABS and such application has been approved in reliance upon all of the representations made therein; and

WHEREAS, you hereby acknowledge that adhering to this Agreement's terms and our standards and specifications is essential to the operation of its Agency and to the operations of the BrightStar System.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, commitments and understandings contained herein, we and you hereby agree as follows:

1. GRANT OF FRANCHISE

1.1 Grant

We hereby grant to you, upon the express terms and conditions contained in this Agreement, and you hereby accept, a franchise for the right to establish and operate one BrightStar Care Agency under the System and Licensed Marks identified below in the protected territory described in Exhibit A to this Agreement (the “Protected Territory”). We have the right to supplement, improve or otherwise modify the BrightStar System from time to time, and you agree to comply with all changes which may include, without limitation, the offer and sale of new or different products or services as we may specify and the acceptance of new sources of reimbursement as we may specify. You must offer and sell all products and services we require in the BrightStar System and may not offer or sell any unauthorized products or services.

1.2 Operation of Franchise Limited to Territory; Incidental Advertising

Referral sources are not exclusive, and you may call on referral sources outside your Protected Territory with prior notification in writing to the franchisee that owns the territory in which you will be making the call on referral sources. All clients referred by that referral source serviced must be in a zip code within your Protected Territory and cannot be clients with service zip codes, or services performed, in a zip code located within another protected territory held under a franchise agreement. You may not do staffing business outside your Protected Territory without our prior express written permission. In order to be granted the right to solicit or service clients outside the Protected Territory, you must meet the following conditions:

(a) The area in which you wish to provide service to clients is not included in another franchisee’s protected territory or in a territory currently served by an Agency owned by us or our affiliate.

(b) On a monthly basis, at least seventy-five percent (75%) of your total Net Billings is from (i) business within your Protected Territory (consisting of both non-National Accounts Net Billings and National Accounts Net Billings derived from business within your Protected Territory) plus (ii) National Accounts Net Billings derived from National Accounts business outside your Protected Territory.

(c) You may not explicitly direct any advertising to clients outside the Protected Territory.

(d) When the area is granted to another franchisee, you may, in our sole discretion, retain the existing clients being serviced in the area (excluding staffing contracts, which must be transferred to the new franchisee as soon as it is, in our opinion, operationally capable), as described in our then-current Cross-Territorial Policy as outlined in the Operations Manual.

Because our willingness to grant you the right to solicit or service clients outside the Protected Territory is expressly conditioned on your compliance with clauses (a) through (d) above, we will enforce clause (b) above in the following manner: If (i) your monthly Net Billings from business outside your Protected Territory (excluding National Accounts Net Billings from outside your

Protected Territory) exceed 25% of your total monthly Net Billings, (ii) you are otherwise in compliance with this Agreement, and (iii) you meet the criteria for expansion (i.e., for the acquisition of an additional franchise), we will ask you to acquire an additional franchise for an adjacent territory (either a “traditional-sized” territory or a Medium Density Market territory, as applicable) that will encompass the clients you are servicing outside the Protected Territory. However, if you do not meet the criteria for expansion or, despite satisfying such criteria, you choose not to acquire an additional franchise for an adjacent territory within the timeframe we specify, you will be in default under this Agreement for violating clause (b) above. Upon such a default, you will have ninety (90) days from the date of our notice of default to you to grow the business within your Protected Territory so that the percentage of your total monthly Net Billings from business outside your Protected Territory (excluding National Accounts Net Billings from outside your Protected Territory) no longer exceeds 25% of your total monthly Net Billings.

1.3 Cross-Territorial Service

We have established policies concerning soliciting and/or servicing clients in another franchisee’s protected territory or in a territory currently served by an Agency owned by us or our affiliate (the “**Cross-Territorial Policy**”). We may modify the Cross-Territorial Policy from time to time, and you must comply with the changed policy. The current Cross-Territorial Policy is described in the Operations Manual and is in addition to the criteria outlined in 1.2 above. You alone are responsible for any payments or penalties owed to franchisees for violations of the Cross-Territorial Policy.

The Cross-Territorial Policy includes provisions for financial payments and penalties as outlined in the Operations Manual (which currently may be as much as the full gross margin less royalties, ABS-related fees, and General Marketing Fees for each client) in addition to, or in lieu of, termination of this Agreement.

1.4 Agency Operated Only from the Premises

You acknowledge and agree that this grant of franchise relates solely to the operation of the Agency from the premises identified on Exhibit A to this Agreement (the “Premises”). If we have not approved a location for you to operate your BrightStar Care Agency as of the date you sign this Agreement, you are responsible for selecting a site for the Agency.

1.5 Performance Standards

Beginning the first twelve (12) months of operations after the Minimum Start Date, your monthly performance must meet or exceed the following “Monthly Performance Standards.” Your Minimum Start Date (“MSD”) will be the Opening Date (defined as the earlier of the date of your first billing or one hundred fifty (150) days after signing this Agreement). You are initially required to obtain whatever licensure may be required to perform Companion and Personal in-home care services in your state. For any licenses you must obtain in order to open the Agency, you must submit applications as soon as practicable, but no later than one hundred twenty (120) days after signing this Agreement. In states where it may take longer than one hundred fifty (150) days to obtain the license to perform those services, the Minimum Start Date will be the Monday following the receipt of licensure which enables you to perform Companion and Personal in-home care

services. You must diligently and actively pursue all licenses to enable you to perform the fullest extent of the BrightStar business model. If you acquired the Agency as a result of a transfer, the Minimum Start Date will be the effective date of the transfer.

MSD ANNIVERSARY YEAR	MONTHLY PERFORMANCE STANDARDS (*based on a 4-week month) (i.e., minimum Net Billings)	MONTHLY PERFORMANCE STANDARDS (*based on a 5-week month) (i.e., minimum Net Billings)
Years 1 & 2	No Minimum	No Minimum
Each of Years 3 & 4	\$60,000	\$75,000
Each of Years 5 - 7	\$80,000	\$100,000
Each of Years 8 -10	\$100,000	\$125,000
Each of Years 11-15	\$100,000	\$125,000
Each of Years 16-20	\$120,000	\$150,000

Weekly periods are Monday through Sunday. Net Billings from National Accounts derived from National Accounts business both within and outside your Protected Territory will count towards the Net Billings needed to meet Monthly Performance Standards; however, Net Billings derived from all other business outside your Protected Territory (i.e., business other than National Accounts Net Billings) will not be counted towards the Net Billings needed to meet Monthly Performance Standards or the renewal criteria (see Section 2.2), regardless of whether we temporarily permit you to service business in an unowned territory. Years 11–15, and 16-20 represent what the Monthly Performance Standards will be each year upon renewal of the franchise after the Initial Term.

1.5.1 You will be billed within twenty-eight (28) days of the end of each week for royalties. If you fail to meet any Monthly Performance Standard during the Initial Term, you will be in default of your obligations under this Agreement and will be billed, within twenty-eight (28) days of the end of each Monthly Performance period, an amount equal to the difference between the actual royalties you paid and the Minimum Monthly Royalty Payment (the “Minimum Monthly Royalty Fee”). The Minimum Monthly Royalty Payment is the royalty amount that you must pay us on account of your operations during the previous month as though you had satisfied the Monthly Performance Standard for that month. You must pay us the Minimum Monthly Royalty Fee within twenty-eight (28) days from the invoice. If you fail to satisfy the Monthly Performance Standard (i) at least 12 times during the Initial Term (those 12 defaults need not occur in consecutive months), or (ii) at least 6 times during a renewal term (those 6 defaults need not occur in consecutive months), we will have the right to terminate this Agreement under Section 12.2.21 below if you fail to satisfy the Monthly Performance Standard again at any time during the Initial Term or the renewal term after we notify you following the 12th or 6th default, respectively, that any subsequent default of the Monthly Performance Standard will give us the right to terminate this Agreement (our termination right applies regardless of your payment of the Minimum Monthly Royalty Fee).

1.5.2 If you acquired the Agency as a result of a transfer, we may (although need not) establish your Monthly Performance Standard requirements based on the actual historical performance of the Agency being acquired. If we establish your Monthly Performance Standards as part of a transfer, the Monthly Performance Standards will be set forth in Exhibit F.

1.5.3 You must diligently and actively pursue and provide service to customers in all service lines for which licensure permits and accept all forms of payment and reimbursement, including long-term care, Medicare Advantage (MA) supplemental benefits coverage offered by MA Plans, Veteran's Administration, and others that are or may become customary in the industry.

1.6 Our Reserved Rights

1.6.1 The foregoing grant to you does not include: (i) any right to offer any product or service via e-commerce; (ii) any right to establish an independent website or to establish a URL incorporating the Licensed Marks or any variation thereof; or (iii) any right to distribute, market, or implement our products and services in any channel of distribution or other manner not specifically identified in this Agreement.

1.6.2 You further acknowledge and agree that we and our affiliates retain the right to:

(a) Establish and/or license others to establish franchised or company-owned Agencies at any location outside the Protected Territory and (if you are in default under this Agreement) within the Protected Territory.

(b) Grant permission to you to service clients within another franchisee's protected territory if the franchisee does not have the proper licensure or accreditation to provide services (or chooses to not provide services) and grant permission to other franchisees or company-owned locations to service clients within your Protected Territory if you do not have the proper licensure or accreditation to provide services (or choose to not provide services).

(c) Offer, sell, operate or distribute and/or license others to offer, sell, operate and distribute through franchised or non-franchised businesses, at wholesale or retail, within and outside the Protected Territory, (i) BrightStar branded goods and services not then offered and sold through the BrightStar Care Agency Program, or (ii) goods and services under another brand. These goods and services may be offered and sold through similar or dissimilar channels or methods of distribution, including the Internet and outlets that do business under the BrightStar name or another name. Examples of these outlets include durable medical equipment centers, assisted living facilities, care homes, adult daycare and/or child daycare facilities, therapy centers, Medicare home health agencies, and hospices, but examples also include businesses that are not in the healthcare industry.

(d) Periodically designate in the Operations Manual or elsewhere National Accounts. The term "National Accounts" means any customer which on its own behalf or through agents, franchisees, or other third parties owns, manages, services, controls or otherwise has responsibility for a business in more than one (1) franchisee's protected territory, including, but not limited to, institutional customers such as hospital chains,

insurance companies, referral services, nursing homes, senior citizen centers, hospice facilities, facilities for the mentally and physically impaired, and elder and/or child daycare facilities or facilities providing homecare services to individuals, whose presence is not confined within any one particular franchisee's protected territory, regardless of the aggregate contract amount of the services you wish to perform. We may designate an account as a National Account at any time and we, in our sole discretion, will resolve any dispute as to whether a particular customer is a National Account; our determination will be final and binding. As described in Section 1.6.4, we have the exclusive right to negotiate and enter into agreements or approve forms of agreements providing supplemental healthcare staff or healthcare and homecare services to institutional clients and comprehensive care to any business which owns, manages, controls, services or otherwise has responsibility for services in more than one protected territory of our franchisees, regardless of the aggregate contract amount of the services you want to perform. As described in Section 1.6.5 below, you must sign-up to receive National Accounts business and (except as provided in the Operations Manual) service any National Accounts we refer to you in accordance with the terms of the National Accounts contract and the guidelines set forth in the Operations Manual. You may not solicit business from, provide services to, or negotiate rates directly with any National Accounts client without our prior written consent, which consent will not be unreasonably withheld. The restrictions in this section (d) apply anywhere, including within your Protected Territory.

If you decline to service a National Accounts customer at any time without our prior authorization, or if you receive a written complaint from a National Accounts customer that you cannot or choose not to cure in the manner and within the timeframe requested by the National Accounts customer, then we and our affiliates have the right to provide services within your Protected Territory directly to that National Accounts customer, or may grant permission to another franchisee or an independent service provider to provide services within your Protected Territory to that National Accounts customer, until such time that you establish to our satisfaction that you are willing and able to service the National Accounts customer in compliance with this Agreement or to address satisfactorily the complaint from the National Accounts customer.

If you are not qualified to perform the services outlined in the National Accounts contract, you are unable to achieve and maintain the quality and service standards outlined in the National Accounts contract, or you fail to fill any Premier National Account requests three (3) times during any 12-month period, or if we receive two (2) complaints from a National Accounts customer regarding the services provided, we reserve the right to exclude you from the National Accounts program (both the individual National Accounts customer and the National Accounts program as a whole), require you to prepare a Corrective Action Report in order to be considered for reinstatement in whole or in part into the National Accounts program, and/or take any other action noted in this Agreement.

Notwithstanding anything to the contrary in this Section, if you decline to service any Premier National Accounts customer more than two (2) times within a sixty (60)-day period, or if a National Accounts customer notifies us or you at any time of its unwillingness to do business with you (no matter the reason), then we and our affiliates will have the unrestricted right during the remaining portion of the Initial Term to provide

services within your Protected Territory directly to that National Accounts customer, and to permit another franchisee, company-owned affiliate or an independent service provider to provide services within your Protected Territory to that National Accounts customer, and will have no obligation during the remaining portion of the Initial Term to offer you the opportunity to service that National Accounts customer, regardless of the nature of the payor for the services provided to the National Accounts customer. The reserved right above applies for any National Accounts customer as well as for a home care client that pays privately as a result of the introduction by a National Accounts customer. Moreover, during the Initial Term and any renewal thereafter, you will not be permitted to service any National Account for which you were not willing to invest in the personnel and/or equipment needed (including vehicles) to service the National Account.

(e) Merge with, acquire or be acquired by (“Merger/Acquisition Activity”) any businesses or agencies of any kind under other systems and/or other marks, which businesses and agencies may offer, sell, operate or distribute and/or license others to offer, sell, operate and distribute goods and services through franchised or non-franchised businesses, at wholesale or retail, within and outside the Protected Territory.

1.6.3 As of the date of this Agreement, we intend to offer a web-based service to provide BrightStar Care clients and private users with a platform to communicate with authorized users of the web-based service regarding their, or their family members’, health condition and further to direct them to the nearest BrightStar Care Agency for services, if needed. The platform will not be deemed to infringe on or violate any of your rights under this Agreement, as the platform does not offer to users any goods or services that specifically are part of the goods and services this Agreement permits you to offer as part of your BrightStar Care agency. We or an affiliate may discontinue or expand the web-based service at any time. Any expansion of such web-based services will not be used to offer any goods and services within the healthcare field that specifically are part of the goods and services you are permitted to offer under this Agreement.

1.6.4 We have the exclusive right, unless otherwise specifically delegated in writing, on behalf of ourselves, you, and/or other franchisees utilizing the Licensed Marks, to negotiate and enter into agreements or approve forms of agreement to provide services to “National Accounts” customers (as defined in Section 1.6.2(d)), including any affiliated, company-owned, or franchised locations within the Protected Territory.

1.6.5 Upon completion of your initial training, you must sign up to receive National Accounts business and (except as provided in the Operations Manual) service any National Accounts we refer to you in accordance with the National Accounts contract and the guidelines set forth in the Operations Manual, including any service requirements based upon the National Accounts gross margin percentages identified in the Operations Manual.

1.6.6 Following the execution of a contract with or the acceptance of a bid by a National Accounts customer which contemplates the provision of services to one or more National Accounts customer locations within or outside the Protected Territory, we will, if you are qualified to perform the services and conditioned upon your substantial compliance with the terms of this Agreement and any addendum, refer the National Accounts to you, and you must (except as provided in the Operations Manual), and subject to our rights in Section 1.6.2(d), perform such

services pursuant to the terms and conditions of the National Accounts contract and the guidelines contained in the Operations Manual.

1.6.7 If you fail to provide services to a National Accounts customer, or do not have sufficient staff to accept a National Accounts referral, in conformity with the terms and conditions of the National Accounts contract, or fail to formally notify us, as outlined in the Operations Manual, that you are opting out of servicing a specific National Accounts customer, we will have the right to:

(a) Provide—directly, through an affiliate, or through any other licensee or franchisee utilizing the Licensed Marks—services to the National Accounts customer location(s) within the Protected Territory on the terms and conditions contained in the National Accounts bid or contract; and/or

(b) Contract with another independent service provider to provide such services to the National Accounts customer location(s) within the Protected Territory on the terms and conditions contained in the National Accounts bid.

Nothing in this Section 1.6.7 is intended to affect the rights we reserve under Section 1.6.2(d) above.

1.6.8 In addition, if you fail to provide services to a National Accounts customer and have not formally notified us, as outlined in the Operations Manual, that you are opting out of servicing that specific National Accounts customer, we may either terminate this Agreement in accordance with Section 12.4.2 or remove you in whole or in part from the National Accounts program.

1.6.9 Neither the direct provision by us or an affiliate (or a franchisee, licensee, or agent of ours) of services to National Accounts customers as authorized in Section 1.6.7(a) above, nor our contracting with another party to provide such services as authorized in Section 1.6.7(b) above, will constitute a violation of this Section 1.6 relating to territorial exclusivity, even if such services are delivered from a location within the Protected Territory. You disclaim any compensation or consideration for work performed by others in the Protected Territory pursuant to this Section 1.6.

1.7 Relocation

Provided you are not in default under this Agreement, if you are the lessee or sublessee of the Premises and the lease or sublease is terminated or not renewed during the Initial Term through no fault of yours, you may relocate the Agency to another premises within the Protected Territory. You must obtain our prior written consent to any such relocation. We may withhold any such consent. You are responsible for all costs we incur in approving any new location for the Franchised Business. You must, at your expense, conform the substitute premises to our then-current specifications and standards relating to premises design, furniture, fixtures, and equipment for an Agency. You agree to close the Premises simultaneously with opening of the substitute premises. You agree, at your sole expense, to remove from and around the Premises and obliterate any visible indicia that the location was operated as a BrightStar Care Agency upon relocation of the Agency to the substitute premises.

1.8 Athena Business System License

Subject to your continued compliance with this Agreement, we grant, and you accept, a non-exclusive, non-transferable, limited license to use the Athena Business System (“ABS”), in binary or object code form only, during the Initial Term with the Third Party Materials (defined in Section 1.8.1) we designate and provided to you by us or our affiliate, BrightStar Technology Group, LLC (“BrightStar Technology”), or any other affiliate of ours. We and BrightStar Technology reserve the right to upgrade and change the ABS from time to time. Use of the ABS is for the limited purpose of operating the Agency within the Protected Territory as we prescribe in the Operations Manual or otherwise in writing. We or our licensors will retain all right, title, copyright, trade secrets, patents and other proprietary rights in and to the ABS, and all modifications, enhancements and any derivative works thereof regardless of origin (and accordingly have the right to license others to use ABS). You do not acquire any rights, express or implied, in the ABS or derivative works thereof, other than those specified in this Agreement, and all rights in and to the ABS that are not expressly granted herein are reserved to us. You may not, and will not permit others to, copy, modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to create derivative works from the ABS, otherwise alter the ABS, or discover its source code. The ABS is licensed for use in the United States, and you may not export the ABS or make it available outside of the United States without our written permission. Neither we nor any of our affiliates, including BrightStar Technology, will have any duty or obligation to indemnify or defend you in connection with your use of ABS or any Third Party materials.

1.8.1 You are responsible for purchasing or licensing any third-party software, programs, content, documentation, equipment, hardware, or other products that are designated by us or BrightStar Technology as being necessary for the use and operation of the ABS (the “Third Party Materials”). You acknowledge and agree that from time to time we or BrightStar Technology may require additional Third Party Materials or may substitute other Third Party Materials for those originally or previously required. To the extent any Third Party Materials are packed with, incorporated into, or embedded in the ABS or otherwise provided by us or BrightStar Technology hereunder, you agree to comply with the terms and conditions of the third-party licenses associated with such Third Party Materials. You are also responsible for purchasing, at your sole expense, any software necessary to meet state-specific requirements of a state program or segment of business unique to your location and/or state.

1.8.2 Upon our or BrightStar Technology’s request, you agree to install, update or replace any equipment or software related to the ABS, including any modifications and/or improvements to that System, in such manner as is specified by us or BrightStar Technology from time to time. You further agree to be responsible for all costs and expenses not covered by the Monthly ABS and Email Service Fee (as defined in Section 3.5). You agree to execute such documents as we may request confirming or vesting ownership of all BrightStar Technology in us or one of our affiliates.

1.8.3 All ideas, concepts, techniques or materials relating to the ABS, whether or not constituting protectable intellectual property, and whether created by or on behalf of you or your owners, will be promptly disclosed to us and deemed to be our sole and exclusive property and part of the BrightStar Care Agency Program pursuant to Section 5.17 below.

1.8.4 You represent and warrant that (a) the content, materials, messages and data you transmit through the ABS will not contain any material that violates any applicable law, rule or regulation or that infringes upon any common law or statutory right of any person or entity, including, without limitation, any proprietary, contract, moral, privacy or publicity right, copyright, patent, trademark, trade secret, or any other Third Party right; (b) the content, material, messages and data you transmit or make available through the ABS or email account(s) we or BrightStar Technology provides you do not and must not contain any material which is obscene, threatening, malicious, defamatory, libelous, slanderous, pornographic or which otherwise could expose us, BrightStar Technology or our respective affiliates to civil or criminal liability; (c) you will not create a false identity for the purpose of misleading others; (d) you will not harvest or otherwise collect information about others, including e-mail addresses; and (e) you will not use this service in connection with pyramid schemes, chain letters, junk e-mail, or spamming or engage in any other offensive or harassing conduct or conduct that interferes with our ability to manage our infrastructure or provide services to other franchisees. We have the right to limit the manner in which any portion of our facilities is used to protect the technical integrity of our infrastructure. We may terminate or suspend services if we deem such action necessary to safeguard our infrastructure.

1.8.5 WE, BRIGHTSTAR TECHNOLOGY, AND OUR RESPECTIVE AFFILIATES MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE ABS OR ANY THIRD-PARTY MATERIALS. WE, BRIGHTSTAR TECHNOLOGY, AND OUR RESPECTIVE AFFILIATES DISCLAIM ANY AND ALL WARRANTIES RELATED TO THE ABS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, INTER-OPERABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, OR THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING. WE, BRIGHTSTAR TECHNOLOGY, AND OUR RESPECTIVE AFFILIATES DO NOT WARRANT THAT THE ABS WILL BE FREE FROM DEFECTS OR MISTAKES (INCLUDING REGARDING WAGE AND HOUR LAWS OR OTHER FEDERAL, STATE, AND LOCAL LAWS) OR THAT USE OF THE ABS WILL BE UNINTERRUPTED OR ERROR FREE.

1.8.6 IN NO EVENT WILL WE, BRIGHTSTAR TECHNOLOGY, OR OUR RESPECTIVE AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ASSOCIATED WITH LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF DATA OR LOSS OF PROFITS) ARISING OUT OF OR IN ANY WAY RELATED TO THE ABS OR ITS USE.

2. TERM AND RENEWAL

2.1 Initial Term

This Agreement will take effect upon its execution by all parties hereto (the “Effective Date”) and, unless previously terminated pursuant to Article 13 hereof, its term will extend for ten (10) years from the Opening Date, as defined in Section 1.5 above (the “Initial Term”).

2.2 Renewal Terms

(a) You may, at your option, renew the franchise for the Franchised Business for an additional term of five (5) years upon the expiration of the Initial Term provided that:

(i) your Agency has met or exceeded \$9,280,000 in Net Billings during the 10-year Initial Term (although this \$9,280,000 threshold can be satisfied only by non-National Accounts Net Billings derived from business within your Protected Territory plus National Accounts Net Billings derived from National Accounts business both within and outside your Protected Territory during the 10-year Initial Term (the “Ten-Year Performance Standard”). The Ten-Year Performance Standard means that you can meet the Ten-year Performance Standard even if you fail to meet the Monthly Performance Standard for any one or more periods during Years 3 through 9 during the Initial Term);

(ii) during the final three months of Year 10 of the Initial Term, the Agency’s average weekly Net Billings must meet or exceed \$30,000 in Net Billings (to be clear, only non-National Accounts Net Billings derived from business within your Protected Territory plus National Accounts Net Billings derived from National Accounts business both within and outside your Protected Territory will count towards your Monthly Performance Standard and your Ten-Year Performance Standard);

(iii) you are not in default under this Agreement or any other agreement with us or our affiliates at any time during the last six (6) months of the Initial Term;

(iv) you have been in substantial compliance with this Agreement and any other agreement with us, our affiliates, and designated suppliers throughout the Initial Term; and

(v) you have fulfilled all your monetary obligations towards us, our affiliates and designated suppliers.

You have the right to exercise your option to renew only by giving us written notice of your election to renew not less than six (6) months, nor more than one (1) year, before expiration of the Initial Term. If you do not give us written notice of your election to renew in strict compliance with this deadline, you agree that we have no obligation to renew your franchise, whether or not we had, or chose to exercise, the right to terminate this Agreement during the Initial Term and regardless of your having satisfied the other renewal conditions specified in this Section 2.2.

As a condition of any renewal, you must:

(1) sign our then-current form of franchise agreement for renewal franchises, which may include terms and conditions materially different from those in this Agreement, such as different performance standards, fee structures and/or increased fees;

(2) if available, execute a new lease for a minimum of one year with an option to renew for two additional one-year terms for the Agency premises;

(3) execute a general release in a form satisfactory to us of any and all claims against us, our parent, subsidiaries, and affiliates, and our and their officers, directors, attorneys, owners and employees;

(4) complete any new training requirements not yet completed;

(5) pay us a renewal fee in an amount equal to five thousand dollars (\$5,000); and

(6) at your sole expense and if necessary in our sole opinion, bring the Agency up to our then-current standards for an Agency, including installation or upgrade of computer hardware and software and the ABS.

(b) If we choose to grant you a first five (5) year renewal franchise term as provided above, you will have the right to acquire a second and third (which will be the final) renewal franchise to continue operating the Franchised Business as a BrightStar Care Agency, the term of each of which will commence immediately upon the expiration of the immediately-preceding renewal franchise term and expire five (5) years from that date, but only if you have complied as of the end of the immediately-preceding renewal franchise term with the same conditions for a renewal franchise grant as those described above in this Section 2.2 with respect to the first renewal franchise grant. Otherwise, you will have no right to acquire a second or third (which will be the final), as applicable, renewal franchise term.

Notwithstanding the above, however, the Five-Year Performance Standard you must meet or exceed during the first or second renewal franchise term, as applicable, in order to have the right to a second or third subsequent renewal franchise term, as applicable, will be, respectively, \$7,800,000 and \$9,750,000 in Net Billings (with the same limitations as those described above regarding the geographic areas from which Net Billings will be calculated), and you must maintain or exceed \$37,500 of Net Billings per week during the final year of the first renewal franchise term and \$43,750 of Net Billings per week during the final year of the second renewal franchise term (again, with the same limitations reference above).

You have no right to acquire a second or third renewal franchise if these conditions are not satisfied. The then-current form of franchise agreement that you will sign for the second or third renewal franchise may include terms and conditions materially different from those in the franchise agreement you sign for the immediately-preceding renewal franchise, such as different fee structures and/or increased fees. The franchise agreement for the third (and final) renewal franchise will be modified to reflect that no further renewal franchises will be granted.

(c) If you are acquiring a franchise for an Agency to operate in a Medium Density Market, you are not subject to the cumulative 10-Year Performance Standards

during the 10-year period of the Initial Term or the 5-Year Performance Standard during the first and second renewal franchise terms.

3. FEES AND OTHER PAYMENTS

3.1 Initial Franchise Fee

3.1.1 In consideration of the execution of this Agreement, you agree to pay us an Initial Franchise Fee in the amount set forth in the Declarations Page, Exhibit A to this Agreement (the “Initial Franchise Fee”). If you are executing this Agreement (a) for a renewal term, or (b) if the Agency operated under this Agreement was acquired as a result of a transfer, the Initial Franchise Fee outlined in this Section 3.1.1 and 3.1.1(a) does not apply; however, our termination rights in Section 3.1.1(b) remain in full force and effect.

(a) The Initial Franchise Fee is nonrefundable. The Initial Franchise Fee is due and payable in full no later than the date you sign this Agreement.

(b) In our sole discretion, if you (or, if you are an Entity, your owners and/or other Key Positions) do not satisfactorily complete the Pre-Opening Training and/or Boot Camp Training required in Section 5.3 of this Agreement, or fail to complete the milestones within the required timing of the BrightStart program, you will be in default of this Agreement and we may, in our sole discretion, terminate this Agreement. If we elect to terminate this Agreement pursuant to this Section 3.1.1(b), all fees paid to us are nonrefundable. In the event of termination, the post-termination obligations of this Agreement will remain in full force and effect.

(c) If (1) you are, in our sole discretion, in compliance with this Agreement, (2) your Agency governed by this Agreement has been open for 12 months or longer, and (3) your Agency meets our then-current expansion requirements, you will receive a 10% discount on the Initial Franchise Fee due for that additional franchise. (This discount does not apply to Medium Density Market agencies.)

3.2 Royalty/Continuing Fee

Royalty Fees will be based on a percentage of Net Billings, beginning on the Agency’s Opening Date. Beginning on the Opening Date and for the remainder of the Initial Term, you must pay us, without offset, credit or deduction of any nature, a royalty/continuing fee (the “Royalty/Continuing Fee”) of (a) 5.25% of Net Billings generated from non-National Accounts; and (b) 6.25% of Net Billings generated from National Accounts.

If you acquired the Agency operated under this Agreement as a result of a transfer, you must begin paying the Royalty/Continuing fee as of the effective date of the transfer.

The Royalty/Continuing Fee will be due and payable weekly twenty-eight (28) days from the date of our invoice via electronic fund transfer. You will be billed, within twenty-eight (28) days of the end of each Monthly Performance period, an amount equal to the difference between the actual royalties you paid and the Minimum Monthly Royalty Payment (the “Minimum Monthly

Royalty Fee”). You must pay us the Minimum Monthly Royalty Fee within twenty-eight (28) days from the invoice.

3.3 Net Billings

“Net Billings” means the aggregate of all revenues and other income from whatever source derived (whether in the form of cash, credit, agreements to pay or other consideration, and barter transactions, and whether or not payment is received at the time of sale or any such amounts prove uncollectible) which arise from or are derived by you or by any other person from business conducted by or which originated from the Agency. Net Billings also include all proceeds from any business interruption insurance.

Excluded from Net Billings are: (i) sales taxes and other taxes separately stated that you collect from clients and pay to taxing authorities; and (ii) no mark-up items such as personal protective equipment, testing costs, or credit card fees where the amount billed to client is at the franchisee’s cost. All Royalties will be collected via EFT twenty-eight (28) days after the end of the weekly billing period.

3.4 General Marketing Fee

Beginning on the Opening Date, you must pay us, without offset, credit or deduction of any nature, a monthly General Marketing Fee (the “General Marketing Fee”) equal to the greater of \$500 or 2.5% of your Net Billings for the month. The General Marketing Fee will be due and payable monthly on the 15th day of each month for the prior month’s Net Billings. We reserve the right to collect General Marketing Fees more frequently than monthly upon thirty (30) days’ prior written notice to you.

3.4.1 If you acquired the Agency operated under this Agreement as a result of a transfer, you must begin paying the General Marketing Fee as of the effective date of the transfer.

3.4.2 Payment will be prorated for any partial month during which the Agency was open for business and payable as per the terms of our invoice.

3.5 Monthly Athena Business System and Email Service Fee

Beginning on the Opening Date and for the remainder of the Initial Term, you must pay BrightStar Technology, without offset, credit or deduction of any nature, a monthly ABS and Email service fee (the “Monthly ABS & Email Service Fee”) on the 15th day of each month. If you acquired the Agency operated under this Agreement as a result of a transfer, you must begin paying BrightStar Technology the Monthly ABS and Email Service Fee as of the effective date of the transfer. The Monthly ABS and Email Service Fee does not include any fees associated with third party CRMs (i.e., Microsoft Enterprise package, Hireology, CRM, payroll, HR/workforce or WorkBright). The Monthly ABS and Email Service Fee will be the greater of \$250 per month or 1% of the prior month’s Net Billings during the Initial Term of this Agreement.

3.5.1 If you acquired the Agency operated under this Agreement as a result of a transfer, you must begin paying the Monthly ABS & Email Service Fee as of the effective date of the transfer.

3.5.2 Payment will be prorated for any partial month during which the Agency was open for business and payable as per the terms of our or BrightStar Technology's invoice. We reserve the right to have BrightStar Technology, or any subsequent designee collect the Monthly ABS and Email Service Fee more frequently than monthly upon thirty (30) days' prior written notice to you.

3.6 Electronic Visit Verification Fee

Beginning on your participation in certain Medicaid waiver programs, and if your state requires it, you must pay BrightStar Technology, without offset, credit, or deduction of any nature, \$1,000 per aggregator for the initial integration and testing of ABS with the state or the third party selected by the state to enable the data required to authorize and approve payments to flow automatically between ABS and your state. Thereafter, unless you engage another Electronic Visit Verification ("EVV") provider that we have approved, you must pay BrightStar Technology, without offset, credit or deduction of any nature, an EVV fee ("EVV Fee") equal to \$0.50 per record processed for you in the preceding month. We reserve the right to have BrightStar Technology, or any subsequent designee collect the EVV Fee more frequently than monthly upon thirty (30) days' prior written notice to you. It is your responsibility to understand your state's EVV requirements and notify us with sufficient lead time to integrate with ABS.

You must notify BrightStar Technology no less than ninety (90) days prior to your state's EVV implementation date, and/or ninety (90) days prior to your state's subsequent EVV version upgrades, to allow sufficient time for integrating ABS with your state's EVV implementation and/or updating ABS with your state's EVV Version upgrades. If you fail to notify BrightStar Technology at least ninety (90) days prior to the effective date for your state's EVV implementation or EVV version upgrades, BrightStar Technology may charge you up to an additional \$1,000 per aggregator for the initial integration and up to an additional \$500 for any subsequent EVV version upgrade.

3.7 Vendor Evaluation Fee

If you request our approval to allow you to use an unapproved vendor for products or services and that request requires us to invest time and expense to evaluate the unapproved vendor, then you must pay us up to Five Thousand Dollars (\$5,000) for our time and costs conducting the evaluation if we choose to add the unapproved vendor to our approved vendor list ("Vendor Evaluation Fee"). Generally, no Vendor Evaluation Fee is payable if we do not approve the unapproved vendor. However, we will charge a minimum fee of \$2,500 if the vendor, as part of its proposed scope of services, will need access to any of our technology platforms.

3.8 Other Charges and Service Fees

You understand and agree that the BrightStar Care Agency Program is developing and that, in addition to those charges and fees set forth in this Agreement, there may be other charges and service fees that will be assessed to you by us, our affiliates, or third party vendors in connection with existing components of the BrightStar Care Agency Program or the addition of modified or new components to the BrightStar Care Agency Program. You agree to pay all such other charges and service fees in a timely manner. For example, we may charge an administrative fee to cover

our costs in providing administrative services as part of any optional accounts receivable financing we arrange with lenders and make available to franchisees. For charges anticipated to be more than \$5,000 per year, the addition of these charges and/or services fees will be agreed upon between you and us, unless a charge of greater than \$5,000 is adopted by more than 75% of the existing franchisees in the system, in which case you must comply with the requirement to ensure brand and system consistency.

3.9 Method of Payment and Electronic Funds Transfer

Unless otherwise agreed between you and us, all fees and other amounts paid to us or any affiliate must be made in the form of an electronic or similar funds transfer in the appropriate amount(s) from your bank account. We reserve the right to require you to pay any fees due under this Agreement at any intervals we may designate and by such means we specify from time to time. You agree to execute and deliver to your bank and to us those documents necessary to authorize such withdrawals and to make payment or deposit as directed by us, BrightStar Technology, or our respective affiliates. The forms of authorization for electronic transfer of funds are attached hereto as Exhibit B-1 and Exhibit B-2. You further agree not thereafter to terminate such authorization so long as this Agreement is in effect. You agree not to close such bank account without prior notice to us and the establishment of a substitute bank account permitting such withdrawals. You also agree that if a direct electronic funds transfer or other withdrawal program is not available at the bank at which you currently do business, you will take all reasonable and necessary steps to establish an account at a bank which does have such a program.

3.10 Payment and Interest on Late Payments

Except as may otherwise be provided in this Agreement, fees and other amounts due under this Agreement must be paid twenty-eight (28) days after the date of our invoice. We or our affiliate will initiate payment on all invoices from your bank account twenty-eight (28) days after the date of the invoice by electronic funds transfer as provided in Section 3.8 above. If any fee or other amount due under this Agreement is not paid when due, you must pay interest on any balance due from the date due until such amount is paid in full at the highest then-applicable legal rate for open account business credit, not to exceed one and one-half percent (1.5%) per month. This charge will accrue whether or not we or you exercise our and your respective rights to terminate this Agreement pursuant to Article 13 hereof.

3.11 Application of Payments

All of your payments pursuant to this Article 4 will be applied in such order as we may designate from time to time. You may not designate an order for application of any fees different from that we designate and expressly acknowledge and agree that we may accept fees paid pursuant to different instructions without any obligation to follow such instructions, even if such payment is made by its terms conditional on such instructions being followed. This provision may be waived only by written agreement signed by us, which written agreement must be separate from the check or other document or medium constituting or transmitting payment.

3.12 Taxes on Payments and Currency

We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property, employment, or other taxes, whether levied upon you or the Agency, due to the business you conduct (except for our own income taxes). You must pay those taxes and reimburse us for any taxes we must pay to any taxing authority on account of either your operation or payments you make to us (except for our own income taxes).

4. LICENSED MARKS

4.1 Ownership

You expressly acknowledge our and our affiliate's rights in and to the Licensed Marks and agree not to represent in any manner that you have acquired any ownership rights in the Licensed Marks. You may not use any of the Licensed Marks or any marks, names or indicia which are or may be confusingly similar in your own corporate or business name, e-mail address, or domain name except as authorized in this Agreement. You further acknowledge and agree that any and all goodwill associated with the BrightStar Care Agency Program and identified by the Licensed Marks will inure directly and exclusively to our and our affiliate's benefit and that, upon the termination or expiration of this Agreement for any reason, no monetary amount will be assigned as attributable to any goodwill associated with your use of the Licensed Marks.

4.2 Authorized Use

Any use of the Licensed Marks other than as expressly authorized by this Agreement, without our prior written consent, may constitute an infringement of our rights therein. The right to use the Licensed Marks granted herein does not extend beyond the expiration or termination of this Agreement. During and after the Initial Term, you may not, directly or indirectly, commit any act of infringement or contest or aid others in contesting the validity of our right to use the Licensed Marks or take any other action in derogation thereof. You must identify yourself as the owner of the Franchised Business (in the manner we prescribe) in conjunction with any use of the Licensed marks, including, without limitation, on invoices, contracts, timesheets, checks, receipts, employment and HR-related documents, and business stationary, as well as such conspicuous locations as we designate in writing at the Agency premises. We may remove your ability to use the logo and/or Licensed Marks on any applicant or employee facing communications, forms or advertisements by providing thirty (30) days' advance written notice. To the extent you use, with our permission, any Licensed Mark in employment-related materials, you must include a clear disclaimer that you (and only you) are the employer of Agency employees and that we, as the franchisor of BrightStar Care Agencies, are not their employer and do not engage in any employer-type activities for which only franchisees are responsible, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. Notwithstanding your use of the ABS or any Third Party Materials, you are solely responsible and liable for understanding and following wage and hour laws as well as all other state, local, and federal laws applicable to the Agency's operation. You also must obtain an acknowledgment (in the form we specify or approve) from all Agency employees that you (and not we) are their employer.

4.3 Infringement

We or our affiliates will have the sole right to handle disputes with third parties concerning our ownership of or rights in, or your authorized use of, the Licensed Marks or the BrightStar Care Agency Program. You must immediately notify us in writing if you receive notice, or learn, of any: (i) improper use of any of the Licensed Marks or elements of the BrightStar Care Agency Program; (ii) use by any third party of any mark, design, logo or commercial symbol which, in your judgment, may be confusingly similar to any of the Licensed Marks; (iii) use by any third party of any business practice which, in your judgment, unfairly simulates the BrightStar Care Agency Program in a manner likely to confuse or deceive the public; or (iv) claim, challenge, suit or demand asserted against you disputing your authorized use of the Licensed Marks or the BrightStar Care Agency Program. We have the right to take any action we deem appropriate, including, without limitation, to take no action, and the sole right to control any legal proceeding or negotiation arising out of any infringement, challenge or claim or otherwise relating to our ownership of or rights in, or your authorized use of, the Licensed Marks or the BrightStar Care Agency Program. You may not settle or compromise any claim, suit or demand asserted against you and agree to be bound by our decisions in handling disputes regarding ownership of, rights in, and authorized use of the Licensed Marks and the BrightStar Care Agency Program. You must fully cooperate with us and execute any documents and perform any actions that, in our judgment, may be necessary, appropriate, or advisable in the defense of such claims, suits or demands and otherwise to protect and maintain our rights in the Licensed Marks and the BrightStar Care Agency Program. Unless it is established that a third party claim asserted against you is based, directly or indirectly, on your misuse of the Licensed Marks or the BrightStar Care Agency Program, we agree to defend you against a third party claim disputing your authorized use of any Licenses Mark or the BrightStar Care Agency Program, provided you have notified us immediately after learning of the claim and fully cooperate in defending the action. Because we will defend this particular third-party claim, you are not entitled to be reimbursed for legal or other professional fees or costs paid to independent legal counsel or others in connection with the matter. However, we will reimburse your actual out-of-pocket damages suffered (but not any lost profits or consequential damages) if it is determined in the action that we did not in fact have the right to authorize you to use the Licensed Mark or the BrightStar Care Agency Program. This reimbursement obligation does not impact our rights and your obligations under Section 4.5 of this Agreement.

4.4 Operation Under Licensed Marks

You must use only the Licensed Marks we designate and must use them only as we authorize and permit. You agree to operate and advertise only under the names or marks we designate from time to time for use by similarly-situated franchisees; to refrain from using the Licensed Marks to perform any activity or to incur any obligation or indebtedness that may in any way subject us to liability therefor; to observe all laws with respect to the registration of trade names and assumed or fictitious names; to include in any application therefor a statement that your use of the Licensed Marks is limited by this Agreement's terms; to give us a copy of any such application and other registration document(s); to observe such requirements with respect to trademark and service mark registrations and copyright notices as we may periodically require, including, without limitation, affixing "SM," "TM," or "®" adjacent to all such Licensed Marks in any and all uses thereof; and to utilize such other appropriate notice of ownership, registration and copyright we require.

4.5 Modification/Replacement of Licensed Marks

We reserve the right to designate one or more new, modified or replacement Licensed Marks for use by franchisees and to require you to use any such new, modified or replacement Licensed Marks in addition to or in lieu of any previously-designated Licensed Marks. Any expenses or costs associated with your use of such new, modified or replacement Licensed Marks will be your sole responsibility.

4.6 Non-Exclusive License

The license to you of the Licensed Marks is nonexclusive, and we retain the right, among others, to (i) use the Licensed Marks ourselves in connection with selling products and services; (ii) grant other licenses for the Licensed Marks; and (iii) develop and establish other systems using the Licensed Marks, similar marks, or any other marks and to grant licenses thereto without providing any rights to you.

5. STANDARDS OF OPERATION

5.1 Site Location and Lease Premises

You must secure real estate for the operation of the Franchised Business. Within one hundred twenty (120) days after this Agreement's Effective Date, you must secure a Premises for the Agency that is acceptable to us. You must use the Premises solely to operate the Agency in the manner and pursuant to the standards prescribed in this Agreement, the Operations Manual, or otherwise in writing and must refrain from using or permitting use of the Premises for any other purpose or activity at any time. The Agency Premises may not be located in a person's home. You must give us a copy of the proposed lease, which we must approve prior to execution, and which must give us:

5.1.1 The right to enter the Premises to make any modification necessary to protect the Licensed Marks and a "Collateral Assignment of Lease" in the form attached hereto as Exhibit C, executed by you and the lessor of the Premises, giving us notice of your default under the lease, a right to cure such default, and the right to assume the lease (including our right to assume the lease upon expiration or termination of this Agreement), as well as the further right to sublease or assign to a BrightStar Care Agency franchisee (and if we exercise our rights under the Collateral Assignment of Lease, we will have the option to acquire all fixtures, equipment, and other leasehold improvements on the Premises at fair market value).

5.1.2 The terms of an office building lease, including any option for renewal, must be a minimum of one (1) year, ideally with the option to renew for two additional one (1) year terms for a total of three years.

5.2 Licensure Requirements

After signing this Agreement, you must diligently and actively pursue all licenses to enable you to perform staffing, companion, and personal care services and open within one hundred fifty (150) days after signing this Agreement. For any licenses you must obtain in order to open the Agency, you must submit applications as soon as practicable, but no later than one hundred twenty

(120) days after signing this Agreement. Once you achieve \$15,000/week in weekly Net Billings (although we make no representation how long this will take or whether it will occur), you are required to apply for licensure to enable you to perform the fullest extent of the BrightStar business model at the time, unless prohibited by state regulations. However, if state regulations change, providing you an opportunity to obtain your skilled license, you must take action immediately to obtain skilled licenses, as soon as possible.

5.3 Training

5.3.1 Before the Opening Date and within one hundred fifty (150) days after signing this Agreement, you (or, if you are a legal entity (“Entity”), your owners and/or other required personnel) must complete all required weeks of New Owner Training. You will be provided with two, 3 to 4 day training sessions (no more than twelve (12) days total) at our headquarters or a nearby training/conference center. Your owner (for the role he or she will hold—clinical, operations, or sales) and your branch manager/operations manager (or salesperson) and DON (collectively, the “Key Positions”) also must satisfactorily complete our applicable training tracks within one hundred eighty (180) days after you sign this Agreement, provided however, your DON must complete clinical Boot Camp training within ninety (90) days after employment begins. Each training “track” includes hands-on instruction for role-specific responsibilities and system functionality. Key Positions will be provided with two to four days of training at our headquarters. Between your training sessions, and prior to your Opening Date, you (or one of your owners) may spend up to a week in the office of an owner. We may approve virtual participation under certain circumstances or for certain aspects of the week’s visit. If you own or operate another BrightStar Care Agency, within one hundred eighty (180) days after signing this Agreement for an additional protected territory, your owner must attend applicable multi-unit training. Replacement branch manager/operations managers, salespeople, and directors of nursing likewise must complete such applicable training programs to our satisfaction within ninety (90) days after you hire them. You are responsible for all personnel and travel expenses relating to such training programs. If you are acquiring the Agency as a result of a transfer, you are required to attend two, 3 to 4 day sessions of New Owner Training, and you (or one of your owners) may spend up to a week in the office of an owner prior to the effective date of the transfer. We may approve virtual participation under certain circumstances or for certain aspects of the week’s visit. We have the right to require you or your owner to participate in a third week of New Owner training.

5.3.2 As part of the model simplification, training requirements may be reduced versus the current requirements outlined in this Agreement. In addition, there may be additional remote online training requirements not currently offered by us as part of the model simplification initiative.

5.3.3 To assist you in operating your Agency, we may offer additional training programs and/or refresher courses to your owners, branch manager/operations manager, and/or supervisory employees. Additional optional onsite training is available on an as-needed basis for an additional fee of \$500 - \$600 per day per training plus travel and room and board expenses for each trainer. We may require your owners, branch manager/operations manager, DON, and/or sales manager to attend these programs and/or courses. You are responsible for all related expenses, including training fees, transportation, lodging, meals, and salaries during such training. We may charge a fee of \$100 - \$200 per day per attendee for such additional basic training

programs and \$300 - \$400 per day per attendee for advanced training. We reserve the right to hold these programs and/or courses in person or via a virtual experience. In addition, we may assist you in goal-setting and business planning.

Any training we provide is to provide you and your key representatives more information about brand standards and best practices. At all times, any individual you send to training is your employee, and you (not we) are solely responsible for all employment and personnel matters related to any employee you send to training. We do not reserve the right and expressly disavow any right or ability to control any employees you send to training.

5.3.4 You must acquire from the vendor we designate or approve, and use in operating the Agency, the Learning Management System we designate, which provides training, information, recommendations, and support on, among other things, federal, state, and local licensing requirements, onboarding, continuing education, disease control, and related compliance.

5.3.5 If the Agency operated under this Agreement is your first Agency and is not acquired through a transfer, you (or, if you are an Entity, your owners and/or other required personnel) must participate in, and comply with all of the requirements of, the “BrightStart” Program. The BrightStart program is designed to assist new owners in opening their new business as well as focus on the core competencies of the BrightStar business. If the Agency operated under this Agreement is acquired through a transfer, and it is your first Agency, you, (or, if you are an Entity, your owners and/or other required personnel) must participate in and comply with all of the requirements of the “ReStart” Program. The ReStart program is designed to assist new owners via transfers with onboarding as well as focus on the core competencies of the BrightStar business. BrightStart includes a pre-determined education plan, including pre-opening checklists (typically around 3 months) and post-opening coaching for the first 24 months of BrightStar Ownership. This process and support model can be understood as a 27-month plan to learn the foundations of the model and ensure that the model is being executed in your local market. ReStart is condensed based on timing to 12 months and will be a validation and assessment process for the new owner to ensure the business is operating up to current standards and processes.

5.3.6 While not currently in place, we may develop a mandatory advanced training program and require your key personnel (as we designate) to attend the advanced training, which will be held at our headquarters or another location we designate. We may charge a fee for this mandatory advanced training, and you must pay all travel expenses (transportation, hotel, meals, etc.) and related salary expenses. Except as stated below, we will not require more than two persons to each attend more than four (4) days of additional mandatory advanced training during any running twelve-month period. All replacement branch manager/operations managers, DONs, and salespersons must complete our applicable training requirements within ninety (90) days of hire. If we train any replacement managers, salesperson or DON, you must pay our then-current training fee and all travel expenses (transportation, hotel, meals, etc.) and related salary expenses for any replacement manager to attend training.

5.3.7 We will provide you with consultation and advice in response to your inquiries about specific administrative and operating issues. We may decide how best to communicate such consultation and advice to you, whether by telephone, in writing, electronically

or in person. The method we choose may be different from the methods we used for other franchisees.

5.4 Hiring and Supervision

5.4.1 You must hire and maintain your Key Positions as well as a sufficient number of qualified, competent personnel in order to offer prompt, courteous, and efficient service to the public and otherwise operate the Agency in compliance with the BrightStar System so as to preserve, maintain, and enhance the System's reputation and goodwill. Additionally, your Agency must be under your designated Control Person's direct supervision. You (or, if you are an Entity, your owner) must be the Control Person. You must seek our approval if you want the Control Person to be someone other than you (or your owner) during the Initial Term. Your Control Person must meet our then-current Control Person standards and requirements, including (1) to live within one-hour drive-time from the Protected Territory and (2) to be in the office, or at minimum in the Protected Territory, on a daily full-time basis, and as otherwise defined in Exhibit J to this Agreement. All employees engaged in operating your Franchised Business during working hours must dress conforming to our standards, must present a neat and clean appearance (wearing our uniforms, if required) in conformance with our reasonable standards, and must render competent, empathetic service to your Agency's clients. You must take all measures to develop, recognize, and reward your workforce in order to maintain a six (6)-month turnover rate of field staff not to exceed fifty percent (50%).

5.4.2 If you or your owner cannot be present during business hours, you must at all times while the Agency is open for business have a branch manager/operations manager on duty who has successfully completed our training program and will be responsible for the Agency's operations. If you operate more than one Agency, you must have a properly-trained branch manager/operations manager for each Agency and a full-time salesperson for each Agency. You must keep us informed at all times of the identity of any employee required to enter into the confidentiality and non-competition covenants required under Section 1 of this Agreement. You must employ, at minimum, one part-time Registered Nurse for the Agency (unless state regulations require full-time, in which case you must employ one full-time Registered Nurse). If you operate more than one Agency, we reserve the right to require a full-time registered nurse, as well as additional nursing resources, to fulfill the nurse oversight requirements for the client count based on their acuity. In order to ensure consistency of patient experience and brand quality standards, all patient care services must be performed by your trained and qualified employees, not by independent contractors. You acknowledge that selecting, hiring and ensuring that employees are trained and qualified are solely your responsibility as their employer. You have sole responsibility and authority for your labor relations and employment practices, including, among other things, employee selection, promotion, termination, hours worked, rates of pay, benefits, work assigned, discipline, adjustments of grievances and complaints, and working conditions. Agency employees are exclusively under your control at the Agency. We will not, directly or indirectly, exercise or reserve control over employment and personnel matters and decisions involving your Agency's employees. You must communicate clearly with Agency employees in your employment agreements, human resource manuals, written and electronic correspondence, paychecks, and other materials that you (and only you) are their employer and that we, as the franchisor of BrightStar Agencies, and our affiliates are not their employer or joint employer and do not engage in any employer-type activities (including those described above) for which only franchisees are

responsible. Notwithstanding your use of the ABS or any Third Party Materials, you are solely responsible and liable for understanding and following wage and hour laws as well as all other state, local, and federal laws applicable to the Agency's operation. You must obtain an acknowledgment (in the form we specify or approve) from all Agency employees that you (and not we or our affiliates) are their employer.

5.4.3 You must conduct criminal background checks on all prospective Agency employees to determine whether there is a history of elder abuse or crimes involving elders or similar crimes that are ascertainable on the public record. All employees must pass any applicable tests required by any governmental entity, submit to pre-employment and random drug tests, and participate actively in safety training seminars and programs. You are solely responsible and assume liability for all hiring and other employment decisions and compliance with all applicable federal and state employment practices, including, but not limited to, wage and hour laws, overtime pay requirements, live-in pay requirements, OSHA training, Hepatitis B vaccination, Health Insurance Portability and Accountability Act (HIPAA), and Joint Commission Accreditation. Notwithstanding your use of the ABS or any Third-Party Materials, you are solely responsible and liable for understanding and following wage and hour laws as well as all other state, local, and federal laws applicable to the Agency's operation.

5.5 Maintenance of Premises

You agree to maintain the Premises in conformity with our then-current standards at all times during the Initial Term and to make such replacements as we may require. You must meet and maintain at all times all governmental standards and ratings applicable to the Agency's operation or such higher minimum standards and ratings we set forth from time to time in the Operations Manual or otherwise in writing.

5.6 Operation of Agency

5.6.1 You must comply with all mandatory Program rules, regulations, policies, and standards. You must operate and maintain the Agency solely in the manner and pursuant to the standards we prescribe in this Agreement, the Operations Manual, or other materials we provide from time to time in order to ensure that our required degree of quality, service and image is maintained. Without limiting the generality of the foregoing, you agree:

5.6.2 To purchase, install and use, at your expense, all signs and equipment we require. You must replace all signs within two (2) weeks after receiving notice from us.

5.6.3 To maintain in sufficient supply, and use at all times, only operating products, materials, supplies and expendables conforming with our then-current standards and specifications and not use non-conforming items without our prior consent.

5.6.4 To obtain and use only the computer hardware and/or operating software we specify or approve in all aspects of the Agency's operation. We may modify specifications for and components of the computer hardware and/or software. You may not use any other computer hardware or software without our prior written consent, which we may withdraw at any time. We may also require you to spend additional amounts on new, different, or modified software and/or equipment from time to time.

5.6.5 We or our affiliates may condition any license of proprietary software to you, or your use of technology that we or our affiliates develop or maintain, on your signing a software license agreement or similar document that we or our affiliates prescribe to regulate your use of, and our and your respective rights and responsibilities with respect to, the software or technology. We, our affiliates, or designated suppliers may charge you a monthly or other fee for any proprietary software or technology that we or they license to you and for other maintenance and support services that we or they may require you to receive during the Initial Term.

5.6.6 To use such standardized accounting forms, accounting systems, reporting forms, and other forms we periodically develop and file such forms with us as required.

5.6.7 To record all billings and maintain all business information and records associated with the Agency using the reporting systems and associated equipment we specify in the Operations Manual and to maintain, without alteration, all information and categories we require to be programmed into the billing reporting system unless we provide prior written approval or instructions to you to alter such categories. You hereby authorize us to access all information from such reporting systems and associated equipment, whether by inspection on the Premises or via retrieval by modem or other method of retrieval. The reporting systems and associated equipment must be accessible to us 24 hours per day, every day of the year, including Sundays and holidays, for electronic access, and during normal business hours for personal access, and you may not inhibit our access to the reporting system or associated equipment.

5.6.8 Upon reaching \$15,000/week in Net Billings (although we make no representation how long this will take or whether it will occur) or once your Agency has been open for one year (whichever occurs first), you must apply for Joint Commission Accreditation and within 6 months following application for Accreditation obtain Accreditation as well as licensure that enables you to perform the full BrightStar Care business model. If attaining skilled licensure in your state is delayed due to unpreventable administrative licensing issues at the state licensing authority, then an additional period of time not to exceed 6 months post-skilled license issuance will be allowed to obtain Joint Commission Accreditation. You must maintain your licenses and Joint Commission Accreditation in good standing while adhering to all rules, standards, and regulations of your licenses and accreditation throughout the Initial Term, including paying all licensure and accreditation dues and fees on time.

5.6.9 Provide customer service and dependable staff such that you maintain either a customer Net Promoter Score (NPS) or Overall Satisfaction (OSAT) Score at or above the top seventy-five percent (75%) of the Net Promoter Scores or OSAT Scores of all BrightStar Care Agencies and the top fifty percent (50%) of the Net Promoter Scores or OSAT Scores prevailing in the home healthcare business industry as a whole, as measured by a third-party industry vendor, including both franchised and non-franchised home healthcare.

5.6.10 Develop, recognize, and reward field staff such that you maintain an Employee Net Promoter Score (eNPS) or Overall Satisfaction (OSAT) Score at or above the top seventy-five percent (75%) of the Employee Net Promoter Scores or OSAT Scores of all BrightStar Care Agencies and the top fifty percent (50%) of the Employee Net Promoter Scores or OSAT Scores prevailing in the home healthcare business industry as a whole, as measured by a third-party industry vendor, including both franchised and non-franchised home healthcare.

5.6.11 If your territory is or at any time becomes a “jumbo territory,” meaning it contains or has grown to a population of 800,000 or more, we may require you to maintain additional offices and/or additional key personnel if certain metrics are not met as set forth in the Operations Manual.

5.7 Participation in Promotions

You agree to participate in system-wide and applicable regional promotions and advertising campaigns that we originate or approve. These may include promotions via the Internet, e-commerce, electronic media, or other technologically advanced media. You also agree to participate at your sole expense in all client loyalty, caregiver engagement, gift certificate, and similar programs we create.

5.8 Purchases

You acknowledge and agree that your obligations set forth in this Agreement and the Operations Manual are reasonable and necessary for the Agency’s operation and to maintain uniformity throughout the BrightStar System. You must adhere to the standards and specifications set forth in this Agreement and the Operations Manual. You must use signs, medical supplies, marketing, insurance, and payroll services which comply with our then-current standards and specifications. We have the right to change our standards and specifications. You might incur an increased cost to comply with such changes.

5.8.1 We, our affiliate, and/or a third party may be one of several, or the only, approved supplier of any item. You will pay the then-current price in effect for the items you buy from us or our affiliate. In some instances, the costs for the items you purchase from us or our affiliate may be higher than the cost of other or similar supplies and products on the market.

5.8.2 Except for those instances where we have designated a single source as noted in Section 5.8.1, if you wish to purchase any unapproved item and/or acquire approved items from an unapproved supplier, you must provide us the name, address and telephone number of the proposed supplier, a description of the item you wish to purchase, and purchase price of the item, if known. At our request, you must provide us, for testing purposes, a sample of the item you wish to purchase. Nothing in the foregoing will be construed to require us to approve any particular supplier. We may base our approval on considerations relating not only directly to the item or supplier itself, but also indirectly to the uniformity, efficiency, and quality of operation we deem necessary or desirable in our System as a whole. Nothing requires us to approve an unreasonable number of suppliers for a given item, which approval might, in our judgment, result in higher costs or prevent the effective or economical supervision of approved suppliers. We may revoke our approval of particular products or suppliers when we determine that such products or suppliers no longer meet our standards. Upon receiving written notice of such revocation, you must cease purchasing products from such supplier. You must use products purchased from approved suppliers solely in connection with operating your Agency and not for any competitive business purpose.

5.8.3 We periodically may establish business relationships with suppliers who may produce, among other things, certain signs, medical supplies, technology, and marketing programs

according to our proprietary standards and specifications or private label goods which we have authorized and prescribed for sale by System franchisees (“System Suppliers”). You recognize that such products are essential to operating the Franchised Business and to the System generally. Your failure to pay System Suppliers may interfere with such suppliers’ willingness to supply the System, which may result in other System franchisees’ inability to obtain product or ability to obtain product only on less favorable credit terms. Accordingly, you agree to pay System Suppliers as and when due.

5.9 Hours of Business

Unless we otherwise approve, your Agency must be open for business at such times and for the minimum number of hours we specify in the Operations Manual or, if different, for such hours required by the terms of any lease for the Premises. You must at all times staff the Agency with such number of employees and operate the Agency diligently so as to maximize its revenues and profits. 24-hour live client service support staff will be available to all clients.

5.10 Printed Materials

You must use only marketing materials, advertising materials, printed materials, and forms from our required vendors or from our approved libraries of marketing and advertising materials. Any and all supplies or materials you purchase, lease, or license must always meet our brand standards. We may assist you with ordering business cards, brochures, and initial recruiting and marketing materials as listed in the Operations Manual.

5.11 Identification of Agency

In all advertising displays and materials at the Agency, you must in such form and manner as we specify in the Operations Manual notify the public that you are operating the business licensed hereunder as a franchisee and identify the Agency in the manner we specify.

5.12 Client Complaints

You must respond promptly to client complaints and take such other steps we specify in the Operations Manual or otherwise to ensure positive client relations. You must promptly reimburse our costs if we must or choose to resolve any complaints, including client or National Account complaints, because you fail to do so as or when required.

5.13 Third Party Actions

You must notify us in writing within five (5) days after any written threat or the actual commencement of any action, suit or proceeding, or after the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the Agency’s operation or financial condition.

5.14 Inspection of Agency Premises

We and our agents have the right to enter upon the Premises, without notice, at any reasonable time to inspect the Premises, your books, records, computer hardware and software,

and other business equipment. You must provide the assistance and take such steps necessary immediately to correct any deficiencies detected during such an inspection upon our or our agents' request.

5.15 Possible Variation in Certain Standards

Because complete and detailed uniformity under many varying conditions may not be possible or practical, we specifically reserve the right and privilege to vary standards for any franchisee based upon the peculiarities of a particular site or circumstance, density of population, business potential, population of trade area, licensing requirements, existing business practices, or any other conditions we deem important to the successful operation of your business. You have no recourse against us on account of any variation from standard specifications and practices granted to any other franchisee and are not entitled to require us to grant you a like or similar variation.

5.16 Attendance at Annual Meetings

You (or, if you are an Entity, one of your owners) must attend all annual franchise meetings we hold to address subjects relevant to the BrightStar Care Agency Program, including service line matters, client relations, personnel administration, advertising programs, and billing control systems. We may use the annual meeting to offer continuing or advanced-level training instruction. If an annual meeting is held, we will determine its length and place and the persons who must attend. We reserve the right to charge a registration fee, and you must pay all travel expenses (transportation, hotel, meals, etc.) and related salary expenses. You must pay—for all of your required attendees—all registration fees charged for the annual meeting and all fees for the scheduled hotel accommodations, whether or not the required attendees actually attend. You will be required to attend no more than three (3) business days of each annual meeting. We reserve the right to hold annual franchise meetings via a virtual experience. Should we hold the annual franchise meeting via a virtual experience, you will be required to attend and must pay the registration fee regardless of your participation in the virtual annual meeting. All attendees at annual franchise meetings must remain at and participate in those meetings for their full duration.

Additionally, if held, you must send at least one person (either director of operations, branch manager, DON, or salesperson) to the annual Branch Leadership Conference. When your Agency is doing between \$20,000 and \$40,000 in weekly Net Billings in the quarter prior to the Branch Leadership Conference, you must send a minimum of 2 key employees; if your Agency is doing over \$40,000 in weekly Net Billings in the quarter prior to the Branch Leadership Conference, you must send a minimum of 3 employees with an employee attending each of the following tracks and all related break-out sessions—operations, sales, clinical, and recruiting. The conference will last no more than three (3) business days. All attendees must remain at and participate in the Branch Leadership Conference for its full duration. We may charge a registration fee, and you must pay all travel expenses (transportation, hotel, meals, etc.) plus any related salary expenses. You must pay—for all of your required attendees—all registration fees charged for the Branch Leadership Conferences and all fees for the scheduled hotel accommodations, whether or not the required attendees actually attend. We reserve the right to hold the Branch Leadership Conference via a virtual experience. Should we hold any Branch Leadership Conference via a virtual experience, the same attendance requirements outlined above will be applicable. You must

pay the registration fee regardless of your or your staff's participation in a virtual Branch Leadership Conference.

5.17 Intellectual Property Belongs to Franchisor

If you or your employees or owners develop any new concept, process or improvement in operating or promoting the Franchised Business or the ABS, you must promptly notify us and give us all necessary related information, without compensation. Any such concept, process, or improvement will become our sole property, and we will be the sole owner of all patents, patent applications, trademarks, copyrights, and other intellectual property rights. You and your owners hereby assign to us any rights you or they may have or acquire therein, including the right to modify such concept, process or improvement, and otherwise waive and/or release all related rights of restraint and moral rights. You and your owners agree to assist us in obtaining and enforcing the intellectual property rights to any such concept, process or improvement in any and all countries and to execute and give us all necessary documentation for obtaining and enforcing such rights. You and your owners hereby irrevocably designate and appoint us as your agent and attorney-in-fact to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property rights related to any such concept, process or improvement. If the preceding portions of this Section 5.17 are determined to be invalid or otherwise unenforceable, you and your owners hereby grant us a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense the use of the concept, process or improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe your rights.

6. OPERATIONS MANUAL

6.1 Compliance with Operations Manual

You must conduct the Agency in accordance with various written instructions, including technical bulletins and confidential manuals (hereinafter and previously referred to collectively as the "Operations Manual"), including any amendments, we publish from time to time, all of which you acknowledge belong solely to us and are available during the Initial Term via our intranet website. We will provide you access to the Operations Manual via our intranet. Any required standards or specifications we establish are to protect the reputation and goodwill of the Licensed Marks and businesses operating under the BrightStar Care Agency Program and to maintain standards of operations rather than exercise control over the day-to-day operations of your Agency. When any provision in this Agreement requires you to comply with any standard, specification or requirement, unless otherwise indicated, such standard, specification or requirement will be as set forth in this Agreement or in the Operations Manual.

6.2 Confidential Use

You must at all times use best efforts to keep access to the Operations Manual and any other manuals, materials, goods and information we create and designate for confidential use within the BrightStar Care Agency Program as confidential and limit access to your employees on a need-to-know basis. Unauthorized use or disclosure of our confidential information or trade secrets will cause irreparable injury to us; damages are not an adequate remedy. You covenant not

to disclose, use, permit the use of (except as may be required by applicable law or authorized by this Agreement), copy, duplicate, record, transfer, transmit, allow access to, or otherwise reproduce such information, in any form or by any means, in whole or in part, or otherwise make the same available to any unauthorized person or source.

6.3 Revisions

We may periodically revise the Operations Manual's contents to implement new or different requirements for the Agency's operation. You agree to comply with all such changed requirements which are by their terms mandatory, provided that such requirements will also be applied in a reasonably nondiscriminatory manner to comparable businesses operated under the BrightStar Care Agency program by other franchisees. We may update the Operations Manual electronically over our intranet website. You therefore agree to check the intranet website at least twice per week for such updates. Implementation of such requirements may require you to spend additional money.

7. ADVERTISING AND MARKETING

7.1 General Marketing Fund

We or our designee will create, administer, and maintain a general marketing fund ("General Marketing Fund"). We will use General Marketing Fund contributions to develop, produce, and distribute national, regional and/or local advertising and to create advertising materials and public relations programs which promote, in our sole judgment, the Licensed Marks, any other marks owned by us or our affiliates when the use of such other marks is associated with use of the Licensed Marks, and/or the products and services offered by System franchisees. We have the sole right to determine contributions and expenditures from the General Marketing Fund, or any other advertising program, and sole authority to determine, without limitation, the selection of the advertising materials and programs; provided, however, that we will make a good faith effort to expend General Marketing Fund contributions in the System's general best interests on a national or regional basis. We may use the General Marketing Fund to satisfy any and all costs of maintaining, administering, directing, preparing, and producing advertising, including the cost of preparing and producing Internet (including by using social media platforms), television, radio, digital media, and print advertising campaigns; the cost of direct mail and outdoor billboard advertising; the cost of public relations activities and advertising agencies; the cost of developing and maintaining an Internet website or websites (including costs of developing, maintaining, and integrating portions of such websites related to franchisees' employee recruiting and retention); the cost of developing and maintaining a social media presence; the costs of developing and operating a call center; legislative expenses; and personnel and other departmental costs for advertising that we internally administer or prepare. Nevertheless, you acknowledge that not all System franchisees will benefit directly or on a pro rata basis from such expenditures. While we do not anticipate that any part of the General Marketing Fund contributions will be used for advertising which is principally a solicitation for franchisees, we reserve the right to use the General Marketing Fund for public relations or recognition of the BrightStar brand, for the creation and maintenance of a web site, a portion of which can be used to explain the franchise offering and solicit potential franchisees, and to include a notation in any advertisement indicating "Franchises Available." The General Marketing Fund may spend in any fiscal year more or less

than the total General Marketing Fund contributions in that year, borrow from us or our affiliates (paying reasonable interest) to cover deficits, or invest any surplus for future use. For purposes of this Section 7.1 “fiscal year” means our fiscal year.

7.1.1 We may periodically assist franchisees to maintain high quality standards through customer surveys, customer interviews, and other similar initiatives (“Surveys”). The cost of such programs can be paid by the General Marketing Fund and charged directly to you if your results from a Survey fall below System-established minimum standards for such Surveys. Any such fees charged will be contributed to the General Marketing Fund.

7.1.2 We have the right to use the General Marketing Fund to pay for our expenses in activities reasonably related to directing the General Marketing Fund and its programs, including, without limitation, market research, public relations, creating, preparing, and producing marketing materials, and collecting and accounting for General Marketing Fund contributions; reasonable salaries and benefits of personnel who manage and administer the General Marketing Fund; the General Marketing Fund’s other administrative costs, including taxes we must pay on General Marketing Fund contributions we receive; travel expenses of personnel while they are on General Marketing Fund business; meeting costs; overhead relating to General Marketing Fund business; and franchisee conferences.

7.1.3 You agree that the General Marketing Fund may otherwise be used to meet any and all costs incident to such General Marketing, including joint or collective advertising campaigns of our direct or indirect parent corporations or affiliated companies, if any, using the BrightStar Care Agency Program.

7.1.4 We may terminate and resume the General Marketing Fund periodically during the Initial Term. However, any decision to terminate or resume the General Marketing Fund will apply to all franchisees equally. We will not terminate the General Marketing Fund before making arrangements to spend or rebate any balance in the General Marketing Fund after payment of all expenses. If we resume the General Marketing Fund, we will give you at least thirty (30) days’ prior written notice before General Marketing Fees become due again and will collect General Marketing Fees at the original rate in this Agreement.

7.2 Accounting for General Marketing Fund

We will administratively segregate all contributions to the Fund on our books and records. All such contributions to the Fund may be deposited in our general operating account and may be commingled with our general operating funds. Contributions to the Fund are not held in a “trust,” and we do not hold them as a fiduciary or in a similar special capacity or relationship. Upon written request, we will furnish you an unaudited report in a form we determine no later than one hundred twenty (120) days after the close of our fiscal year on each Fund to which you contributed during the preceding year. We may elect to accumulate monies in the Fund for such periods of time we deem necessary or appropriate, with no obligation to expend all monies received in any fiscal year during such fiscal year. If our expenditures for General Marketing in any one fiscal year exceed the total amount contributed to the applicable Fund during such fiscal year, we have the right to be reimbursed to the extent of such excess expenditures from any amounts subsequently contributed to the applicable Funds.

7.3 Local Advertising

Beginning on your Agency's Opening Date, you must expend for local consumer marketing the greater of:

- (i) 1.5% of your Agency's monthly Net Billings up to \$200,000 (for a 4-week month or \$250,000 for a 5-week month) and 0.5% of your Agency's monthly Net Billings over \$200,000 (for a 4-week month or \$250,000 for a 5-week month); or
- (ii) \$1,000 per month.

The requirements in (i) and (ii) will be appropriately adjusted if the Agency's Opening Date is on a date other than the first of the month.

If you acquired the Agency as a result of a transfer, you must expend the amounts noted in this Section 7.3 beginning on the transfer's effective date. All your local consumer marketing (including advertising on social media platforms and job boards) must be creative from our approved libraries of marketing and advertising, be conducted in a dignified manner, and conform to our standards and requirements. You must use approved local marketing vendors who follow brand guidelines. You must use the required SEM/PPC vendor to ensure we are optimizing campaigns in your market. You may not use any advertising or promotional plans or materials that are not from our approved libraries unless and until you receive our written approval pursuant to the procedures and terms set forth in Section 7.4.

7.4 Advertising Generally

With regard to advertising generally for the Agency, you must place or display at the Agency location (interior and exterior) only such signs, emblems, lettering, logos, displays, and advertising materials we periodically approve in writing. If you wish to use creative that is not from our libraries of approved marketing and advertising materials, you must send us at least fifteen (15) days before publication or use samples of all sales promotional and advertising materials you desire to use, including, but not limited to, print, radio and television advertising, signage, and supplies. Such submission will not affect your right to determine the prices at which you sell your services. Within ten (10) business days after we receive any sample sales promotional material or advertising materials from you that are not from our libraries of approved marketing and advertising materials, we will notify you in writing of our approval or disapproval of the materials. This turnaround time refers to a single piece of collateral or advertising asset. Multiple pieces of collateral or advertising assets will take longer. You may not use any advertising or promotional materials that are not from our libraries of approved marketing and advertising materials unless we give our prior written approval. All advertising must prominently display the Licensed Marks and comply with any brand guidelines for use of the Licensed Marks we establish. We may require you to discontinue using any advertising or marketing material that is not from our approved libraries of marketing and advertising materials, and you must do so at your sole cost and expense.

7.5 Website Matters

Except as we expressly permit, you may not maintain a Web Site, as defined below, or otherwise maintain a presence or advertise using any public computer other than on the Web Site we host pursuant to the ABS. “Web Site” means any part of the Internet (including social media) used by the public, and any successor technology, whether now existing or developed after the date of this Agreement that enables the public to purchase services or goods by means of electronic commerce. We may establish a website that provides information about the System and our products and services. We may use part of the monies from the General Marketing Fund to pay or reimburse the costs associated with developing, maintaining and updating such web site. We will be the web master, either directly or through a third party, and have the right to control such website.

7.5.1 We may design and provide to you a web page for the promotion of your Agency on our website. We will be the web master, either directly or through a third party, and have sole control over such web page. You must review and execute, subject to our approval, requested changes to your web page. You may not maintain an individual website related to the Agency, or establish an URL incorporating any variation of the “BrightStar” name or the Licensed Marks, without our prior written approval. You may not violate our privacy policies posted on the website. We may use part of the monies from the Funds we collect under this Agreement to pay or reimburse the costs associated with developing, maintaining, and updating the website. You also must participate in any System-wide intranet system or extranet we implement.

7.5.2 We are the lawful, rightful, and sole owner of the Internet domain names www.brightstarcare.com and www.careers.brightstarcare.com (as described in Section 1.6.3), and any other Internet domain names we register. You unconditionally disclaim any ownership interest in those or any similar Internet domain name. You may not register any Internet domain name in any class or category that contains words used in or similar to any brand name owned by us or our affiliates, the names or likeness of any BrightStar Franchising, LLC executive or employee or BrightStar Technology Group, LLC executive or employee, or any abbreviation, acronym, phonetic variation, or visual variation of those words.

8. MODIFICATIONS.

8.1 Modifications to the BrightStar Care Agency Program

The business environment affecting our franchise program is continually changing. We may develop other business activities or modify existing business activities in response to changes in the business environment, including those resulting from technological advances, e-commerce, expansion into new markets, changes in government reimbursement for home care services, and other factors that may not presently be anticipated. We reserve the right to change or modify the Licensed Marks, the Agency concept, the Operations Manual, and any proprietary software we require you to use. We may adopt and use new or modified trade names, trademarks, service marks, logos, equipment, software, products, techniques, or concepts. We may add new and different services and products, withdraw services or products, or change their names or image; redesign the trade dress, software programs, and equipment or fixture standards; or discontinue them as we deem appropriate. You must accept and use the changes as if they were part of this Agreement. If

changes are related to the Licensed Marks, then you will have one hundred twenty (120) days from the date of notice to implement any such changes under this Section 8.1. We will provide information on improvements and developments in the BrightStar Care Agency Program in the form of regular announcements via BrightConnect (intranet), newsletters and email alerts.

8.2 Test Marketing

If we permit you to participate in any new service or product concept test, you must do so in compliance with our standards and requirements.

9. STATEMENTS, RECORDS AND FEE PAYMENTS

9.1 Maintenance of Records

You must obtain the right to use, maintain, and update (including any required replacements) the accounting system we prescribe in the Operations Manual or otherwise. You must, in a manner satisfactory to us, maintain original, full, and complete register records, accounts, books, data, licenses, contracts, and supplier invoices accurately reflecting all particulars relating to your business and such statistical and other information or records we require and keep all such information for not less than seven (7) years, even if this Agreement is no longer in effect. Upon our request from time to time, you must send us copies of any or all supply invoices reflecting Agency purchases. In addition, you must compile and send us any statistical or financial information regarding the Agency's operation, the products it sells, or data of a similar nature as we reasonably request to evaluate or promote the Agency or the BrightStar Care Agency Program in general (other than Agency employee records, as you control exclusively your labor relations and employment practices).

9.2 Examination of Records

We and our designated agents, including accountants and auditors, have the right to examine and audit such records, accounts, business and personal tax returns, books, and data (other than Agency employee records, as you control exclusively your labor relations and employment practices) at all reasonable times at a place(s) we deem necessary, including, but not limited to, a place(s) where such records, accounts, books, and data are maintained by or for you to ensure you are complying with this Agreement's terms. We have the right to have an independent third party audit your records, accounts, books, and data (other than Agency employee records, as you control exclusively your labor relations and employment practices). If the independent third party's examination reveals that any financial information you reported and any amounts you paid us or our Affiliates are less than the amounts we calculate, you must immediately pay us the amount owing in accordance with the corrected report, plus interest as provided in this Agreement. If an independent third party finds a discrepancy in Net Billings, you must pay royalties on the amount you should have reported, plus interest charged at the highest allowable rate for the period of time the underpayment occurred, and reimburse all of our expenses connected with the examination. This may include reasonable third-party audit fees, accounting and legal fees, and travel expenses. We also may exercise our other remedies under this Agreement.

If you request a review of records due to a suspected violation of the Cross-Territorial Policy by a neighboring franchisee, we will charge you \$1,000 for our cost to complete the review. If there are no findings of infringement, we will charge you an additional \$1,000.

9.3 Reports

Upon our request, you must prepare and send us signed reports and returns of Net Billings, bank statements, quarterly unaudited financial statements, use and gross receipt taxes, and complete copies of any business and personal state or federal income tax returns covering the Agency's operation and such other reports we may reasonably request in the format we require (other than Agency employee records, as you control exclusively your labor relations and employment practices), all of which you must certify as true and correct.

9.4 Unaudited Annual Statements

In addition to the foregoing statements, within forty-five (45) days after the close of your fiscal year, you must send us financial statements, including a statement of income and retained earnings, a statement of changes in financial position, and a balance sheet, all as of the end of such fiscal year, which you must certify as true and correct.

10. COVENANTS NOT TO COMPETE AND MAINTAIN CONFIDENTIALITY

10.1 You (As Franchisee) Defined

Unless otherwise specified, the term "you" as used in this Article 11 will include, collectively and individually, all owners, guarantors, officers, directors, members, managers, partners, as the case may be, and holders of any ownership interest in you.

10.2 Confidential Information

For purposes of this Agreement, "Confidential Information" means any information we regard as confidential or proprietary. "Confidential Information" includes, but is not limited to, the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures and/or improvements relating to the BrightStar Care Agency Program, the Operations Manual, methods of site selection, marketing methods, recruiting, service analysis and selection, service methods and skills, prospective and current client lists and client information (including National Accounts clients), employee information, and any other business information that is not generally known to our competitors, as well as the content of this Agreement and any other document executed in connection with this Agreement.

10.3 Non-Use and Non-Disclosure of Confidential Information

You acknowledge that over the Initial Term, you will receive Confidential Information that we have developed over time and at great expense. You acknowledge and agree that our Confidential Information is not generally known in the industry, is beyond your own present skills and experience, and would be expensive, time consuming, and difficult for you to develop. You further acknowledge that Confidential Information provides a competitive advantage and would be valuable to you in developing your business. Accordingly, you acknowledge you will not,

during the Initial Term or at any time thereafter, use any Confidential Information for any purpose except to operate the Agency. You may not disclose any Confidential Information to any individual, entity, or organization, except to your representatives to the extent necessary to operate the Agency and only after the representatives are advised of the confidential nature of the information and agree to maintain its confidentiality. However, nothing in this Section 10.3 or elsewhere in this Agreement restricts or is intended to restrict your communications with any state or federal law regulator or enforcement authority about potential violations of law.

Notwithstanding the foregoing, you may disclose this Agreement's terms to your landlord and any lender providing financing for the Agency. The protections granted under this Agreement are in addition to and not in lieu of all other protections for such trade secrets and Confidential Information that may otherwise be afforded in law or equity.

You acknowledge and agree that you will not enter, input, upload, submit, or otherwise disclose any Confidential Information, including without limitation the Operations Manual to any publicly accessible or third-party artificial intelligence system, large language model, machine learning platform, chatbot, or similar service, including, without limitation, ChatGPT, Microsoft Copilot, Google Gemini, Claude, Perplexity, and any similar or successor technologies (collectively, "Public AI Tools"), whether accessed via website, application, plugin, or other means, and will ensure that your owners, managers, employees, agents, contractors, and anyone acting on your behalf or with your permission likewise do not enter, input, upload, submit, or otherwise disclose any Confidential Information to Public AI Tools. You acknowledge that any such disclosure constitutes an unauthorized use or disclosure of Confidential Information and a material breach of this Agreement. You will implement reasonable measures to enforce this prohibition, including training personnel with access to Confidential Information about this restriction and incorporating this obligation into all applicable confidentiality, non-solicitation, and non-compete agreements described in Section 10.6 below. This prohibition survives the expiration or termination of this Agreement for so long as the information qualifies as Confidential Information under this Section.

10.4 Non-Compete Covenants

You agree that you will receive valuable training, goodwill, and Confidential Information that you otherwise would not receive or have access to but for the rights licensed under this Agreement. You therefore agree to the following non-competition covenants:

10.4.1 You covenant that during the Initial Term you will not (a) divert or attempt to divert any business, client, or potential client of the Agency or any other BrightStar Care Agency to any competitor, by direct or indirect inducement or otherwise; (b) perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Licensed Marks or the BrightStar Care Agency Program; or (c) make, or authorize or direct any other person to make, any written or oral statement, or take any action, that disparages us, our affiliates, any of our respective owners, directors, or officers, or the BrightStar Care Agency Program, provided, however, that nothing in this Section 10.4.1 or elsewhere in this Agreement restricts or is intended to restrict your communications with any state or federal law regulator or enforcement authority about potential violations of law.

10.4.2 You covenant during the Initial Term not directly or indirectly, for yourself or through, on behalf of, or in conjunction with any person or entity, to own, manage, operate, maintain, engage in, consult with or have any interest in any business, other than the one authorized by this Agreement or any other agreement between you and us, that would be considered a Competing Business. For purposes of this Section 10.4, a “Competing Business” is any business that provides (a) supplemental healthcare staff to institutional clients, such as hospitals, Medicare agencies, hospice agencies, assisted-living centers, nursing homes and clinics; (b) homecare services—whether comprehensive care services (including medical and non-medical care services), solely non-medical care services, or solely medical care services—to private-duty clients within their home or residence (the reference to “private-duty clients” means clients who receive care in their homes or other places of residence regardless of the nature of the payor for such care (e.g., a private individual, long-term care, commercial insurance, National Accounts payor, Medicare Advantage, Medicaid, etc.)); (c) case management and care management services; and/or (d) any other services, technology or devices, or products BrightStar may now or in the future authorize you to offer or sell in connection with the Agency’s operation.

10.4.3 You covenant, for a period of twenty-four (24) months after the expiration, non-renewal or termination of this Agreement, regardless of the cause of termination, or for twenty-four (24) months after sale of the Agency or any interest in you, either directly or indirectly, for yourself or through, on behalf of, or in conjunction with any person or entity, not to own, manage, operate, maintain, engage in, consult with or have any interest in any Competing Business:

- (a) Located at the premises of the former Agency;
- (b) Located or operating within the Protected Territory of the former Agency;
- (c) Located or operating within the protected territory of any other BrightStar Care Agency (whether owned by a franchisee, us, or our affiliates) in operation on the effective date of the expiration, non-renewal, termination, or transfer; or
- (d) Located or operating within a 25-mile radius of the outer boundaries of the protected territory of any other BrightStar Care Agency (whether owned by a franchisee, us, or our affiliates) in operation on the effective date of the expiration, non-renewal, termination, or transfer.

10.4.4 You covenant, for a period of twenty-four (24) months after the expiration, non-renewal or termination of this Agreement, regardless of the cause of termination, or for twenty-four (24) months after sale of the Agency or any interest in you, not to solicit business from clients of your former Agency, from any National Accounts, or from referral sources with which your former Agency or the BrightStar System did business during the Initial Term and not to contact any of our suppliers or vendors in connection with your ownership, management, operation, maintenance of, engagement in, consulting with, or having any interest in any Competing Business.

10.4.5 You agree that the length of time in subparts (3) and (4) will be tolled for any period during which you are in breach of the covenants or any other period during which we

seek to enforce this Agreement. Each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement. If a court of competent jurisdiction determines that the geographical limits, time period, or line of business defined by this Article 11 is unreasonable, we and you agree that such a court of competent jurisdiction may determine an appropriate limitation to accomplish this Section's intent and purpose, and the parties agree to be bound by such determination.

10.5 Limited Exclusion

The restrictions contained in Section 10.4 will not apply to ownership of less than two percent (2%) of the shares of a company whose shares are listed and traded on a national securities exchange if such shares are owned for investment only and are not owned by an officer, director, employee or consultant of such publicly-traded company.

10.6 Employees

You must ensure that your owners, office and sales employees, and members of your immediate family with access to our Confidential Information execute a confidentiality, non-solicitation, and (in jurisdictions where permitted) non-compete agreement in the form substantially similar to the agreement attached as an exhibit to the Franchise Disclosure Document or as we otherwise pre-approve. While we may pre-approve the form you use in order to protect Confidential Information, under no circumstances will we control the forms or terms of employment agreements you use with Agency employees or otherwise be responsible for your labor relations. You must send us a copy of each executed agreement upon request.

11. TRANSFER AND ASSIGNMENT

11.1 Transfer by Us

We may change our ownership or form and/or assign this Agreement and any other agreement to a third party without restriction. After we assign this Agreement to a third party who expressly assumes this Agreement's obligations, we no longer will have any performance or other obligations under this Agreement. That assignment will constitute a release and novation with respect to this Agreement, and the new owner-assignee will be liable to you as if it had been an original party to this Agreement. Specifically, and without limiting the foregoing, you agree that we may sell our assets (including this Agreement), the Licensed Marks, or the System to a third party; offer our ownership interests privately or publicly; merge, acquire other business entities, or be acquired by another business entity; and/or undertake a refinancing, recapitalization, leveraged buyout, or other economic or financial restructuring.

11.2 Transfer by You

You understand and acknowledge that the rights and duties this Agreement creates are personal to you and that we have granted you the right to operate the Agency in reliance on many factors, including, without limitation, the individual or collective character, skill, aptitude and business and financial capacity of you and your owners. Accordingly, neither you nor any person owning any direct or indirect equity interest in you, may, without our prior written consent, directly or indirectly sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber

any interest in this Agreement or the Agency or any portion or aspect thereof, or any equity or voting interest in you (any such act or event is referred to as a “Transfer”). Any such purported Transfer occurring by operation of law or otherwise, including any assignment by a trustee in bankruptcy, without our prior written consent will be a material default of this Agreement.

11.3 Representations as to Ownership

You represent that as of the execution of this Agreement your equity and voting control is owned as shown in Exhibit D. If you or any approved successor is a partnership, limited liability company, or privately-held corporation, you will submit to Franchisor prior to any proposed Transfer of an equity or voting interest, and at any other time upon request, a list of all owners reflecting their respective present and/or proposed direct or indirect interests in you in such form as we may require.

11.4 Conditions to Our Consent to Transfer

You understand and acknowledge the vital importance of your performance to the market position and overall image of the BrightStar Care Agency Program. You also recognize the many subjective factors comprising the process by which we select a suitable franchisee. We will not unreasonably withhold our consent to a Transfer of any interest in this Franchise or any equity or voting interest in you, but such consent will remain a subjective determination that is subject to your and the transferee’s compliance with and satisfaction of numerous conditions, including, but not limited to, the following:

11.4.1 (a) The transferee and its owners must demonstrate to our sole satisfaction that they meet all of our requirements for becoming a franchisee, including, without limitation, our financial, entrepreneurial, and managerial and business standards then in effect for similarly-situated franchisees, possess a good moral character, business reputation, and satisfactory credit rating, will comply with our instruction and training requirements, and have the aptitude and ability to operate the Agency (as may be evidenced by prior related business experience or otherwise, including, without limitation, that the transferee and its affiliates are in substantial operational compliance, at the time of the application, under all other franchise agreements for BrightStar Care Agencies to which they then are parties with us), (b) the transferee is aware of the incremental costs that must be invested to bring any and all agencies into compliance with our then-existing requirements for office locations, personnel, advertising spend, and other items and has satisfactorily considered those costs in its investment plan and purchase price and (c) the transferee and/or its owners are not a private equity firm or a Search Fund.

11.4.2 As of the proposed Transfer’s effective date, all your obligations under this Agreement and any other agreements with us are fully satisfied.

11.4.3 You have satisfied all monetary obligations owed to us and our affiliates and designated suppliers.

11.4.4 You have been in substantial compliance with this Agreement and all other agreements with us and our affiliates and designated suppliers throughout the Initial Term.

11.4.5 As of the proposed Transfer's effective date, all of the proposed transferee's obligations to us and our affiliates and designated suppliers (if any) must be fully satisfied.

11.4.6 As of the proposed Transfer's effective date, the transferee must have the unconditional right to occupy the Premises and assume your lease for its remaining term (and to secure an option to renew the lease on terms agreeable to the landlord and transferee).

11.4.7 Except as provided below in this Section 11.4.7, if the Transfer results in a 50% or more change in your ownership, you or the transferee must pay us a transfer fee of \$15,000 for the Agency and (but only if a Transfer of multiple agencies is permitted by us as described below in Section 11.4.19) \$5,000 for each additional agency transferred, plus any broker fees we incur in helping you find a transferee. However, if the Transfer results in a 49% or less change in your ownership, the transfer fee will be calculated based upon the percentage of ownership change, plus any broker fees we incur in helping you find a transferee. For example, if the Transfer results in a 25% ownership change in you, the transfer fee will be 25% of \$15,000. If the transferee will be involved in the Agency's day-to-day operations, we may require the transferee to attend and successfully complete new owner training. If the Transfer involves 49% or less in ownership and a full transfer fee is not collected, the transferee must pay the then-current training fee to attend new owner training. Fifty percent (50%) of the transfer fee is due either upon listing the Agency for sale or, if the Agency is not formally listed for sale, before buyer attends Discovery Day. The balance is due when the transferee signs the franchise agreement.

11.4.8 Notwithstanding the foregoing, if the Transfer involves this Agreement or the Agency, or a 50% or more change in your ownership, and the transferee is a person or entity who was a "Lead" of ours (defined below) before you or your owner became aware of or was introduced to the Lead and before you had listed the Agency with us for sale, you or the transferee must pay us the greater of: (a) the applicable transfer fee for each agency affected by the Transfer; or (b) the initial franchise fee that we would have collected for the territory if we had granted the franchise rights for it to the Lead, plus any broker fees we incurred as a result of the Transfer. This higher transfer fee compensates us for our lost opportunity of potentially granting a new franchise to the Lead for a new Agency, as each year we spend significant financial and human resources on targeted advertising and marketing of the BrightStar Care franchise opportunity in order to attract and identify qualified persons who are interested in purchasing new franchise rights for newly-developed Agencies. For purposes of this Section, "Lead" means (i) a person or entity who contacts, or has been contacted by, us (including our authorized representative or affiliate) in connection with the possibility of purchasing a new BrightStar Care Agency franchise for a new market area or territory and/or (ii) a lead located in our Lead Management System ("LMS") (in both (i) and (ii), a "Lead" does not include someone who is an existing franchisee in the BrightStar Care Agency system). You acknowledge this "contact" may be in person, in writing, via electronic mail, by telephone, or by LMS.

11.4.9 The transferor must execute a general release, in a form satisfactory to us, of any and all claims against us and our owners, affiliates, officers, directors, employees, and agents.

11.4.10 The proposed transferee must execute our then-current form of franchise agreement and the Addendum to Franchise Agreement attached as Exhibit F to this Agreement,

which may contain terms and conditions substantially different from those contained in this Agreement, for an initial term equal to the time remaining on the Initial Term of this Agreement as of the date of such Transfer or for a full initial ten (10) year term, as we determine.

11.4.11 You and the proposed transferee must execute our then-current Assignment and Consent Agreement, and Co-Territory Agreement (if applicable) in a form satisfactory to us.

11.4.12 The transferee and/or its designated managerial personnel must have completed to our satisfaction the training then required of comparable Agency franchisees.

11.4.13 The transferee must obtain and maintain all licenses and/or registrations necessary to operate the Agency to the fullest extent of the BrightStar business model.

11.4.14 You and your owners, officers, and directors agree to comply with the post-termination provisions of this Agreement, including the non-competition and non-disclosure covenants.

11.4.15 You and the transferee agree to perform all maintenance and upgrades required to bring the Franchised Business up to our then current standards for an Agency, including upgrading the ABS and any other computer hardware and software as we require.

11.4.16 You or the transferee must provide us for review and approval a copy of the executed purchase agreement relating to the proposed Transfer with all supporting documents and schedules, including transferee's assumption of and agreement to faithfully perform all of your obligations under this Agreement.

11.4.17 You must ask us to provide the prospective transferee with our then-current form of disclosure document.

11.4.18 Our approval of the Transfer will not constitute a waiver of any claims we have against the transferring party.

11.4.19 Notwithstanding anything above, you expressly acknowledge the reasonableness of the following Transfer condition: If you and/or your affiliates (a) own and operate, either when you request approval of a proposed Transfer or as of the proposed Transfer's effective date, more than one BrightStar Care Agency under one or more additional franchise agreements with us, regardless of when such franchise agreements were signed, and (b) desire to Transfer this Agreement and/or the Agency, together with one or more of your and/or your affiliates' other franchise agreements and/or BrightStar Care Agencies, at the same time and to the same proposed transferee and/or its affiliates as part of the same transaction or in a series of substantially contemporaneous transactions, we have no obligation to allow the Transfers of the multiple BrightStar Care Agencies and instead have the absolute right to limit the proposed Transfer solely to this Agreement and/or the Agency without regard to the proposed terms of the Transfer or Transfers negotiated between you and/or your affiliates and the proposed transferee and/or its affiliates. We reserve this right in order to preserve and enhance compliant operations of BrightStar Care Agencies and to protect the System's reputation and goodwill. You further acknowledge that the rights described in this paragraph will apply even if the proposed Transfer is

of a controlling ownership interest in you (as defined in Section 11.7 below) in situations where you own multiple BrightStar Care Agencies under one or more franchise agreements with us. In other words, we may disapprove the Transfer of a controlling ownership interest in you if the Transfer would result in new owners of yours effectively controlling the Agency and additional BrightStar Care Agencies under separate franchise agreements with us.

11.4.20 In addition to the above, you acknowledge that we have legitimate reasons to evaluate the qualifications of potential transferees and to analyze and critique the terms of their purchase contracts with you, and our contact with potential transferees to protect our business interests will not constitute improper or unlawful conduct. Additionally, you acknowledge and agree that, if you acquire more than one Agency during the Initial Term or any renewal term and subsequently decide to sell one or more of your Agencies, we have the right (as provided in Section 11.4.19 above) to approve the sale of only a single Agency to a transferee. You expressly authorize us to investigate any potential transferee's qualifications, to analyze and critique the proposed purchase terms, to communicate candidly and truthfully with the transferee regarding your operation of the Agency, and to withhold consent for the reasons specified above. You waive any claim that the action we take in good faith to protect our business interests in connection with a proposed transfer, consistent with the conditions above, constitutes tortious interference with contractual or business relationships. Similarly, we may review all information regarding the Agency you give the proposed transferee, correct any information we believe is inaccurate, and give the proposed transferee copies of any reports you have given us or we have made regarding the Agency. We may, depending on the circumstances, waive any of the above conditions and qualifications, especially for transfers among original owners of this Agreement, transfers to trusts created for the benefit of a spouse or children, and transfers to family members. We have the right, however, to recover all legal and administrative costs.

11.5 Transfer in the Event of Death or Mental Incompetence

Upon the death or mental incompetence (as reasonably determined by an independent third party such as a licensed doctor) of any person with any direct or indirect interest in you, the executor, administrator, or personal representative of such person must transfer his or her interest to a third party we approve within six months after the death or incompetence. Such Transfers will be subject to the same conditions as set forth in Section 11.4. If the person's heirs or beneficiaries cannot meet the conditions in Section 11.4, we may terminate this Agreement.

11.6 Consent to Transfer not a Waiver

Our consent to any transfer is not a representation of the fairness of any contract terms between you (or your owner) and the transferee, a guarantee of the Agency's or transferee's prospects of success, or a waiver of any claims we have against you (or your owners) or of our right to demand full compliance with this Agreement.

11.7 Right of First Refusal

If you or any of your direct or indirect owners at any time determines to sell or transfer for consideration the franchise rights granted by this Agreement and the Agency (or all or substantially all of its operating assets), a controlling ownership interest in you, or a controlling ownership

interest in an entity with a controlling ownership interest in you (except to or among your current owners) in a transaction that otherwise would be allowed under Section 11.4 above, you agree to obtain from a responsible and fully-disclosed buyer, and send us, a true and complete copy of a bona fide, executed written offer relating exclusively to the rights granted by this Agreement and the Agency, the controlling ownership interest in you, or the controlling ownership interest in the entity with a controlling ownership interest in you. The offer must include details of the proposed sale's payment terms and the financing sources and terms of the proposed purchase price and provide for an earnest money deposit of at least five percent (5%) of the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be a fixed dollar amount, without any contingent payments of purchase price (such as earn-out payments), and the proposed transaction must relate exclusively to an interest in the rights granted by this Agreement and the Agency (or all or substantially all of its operating assets), a controlling ownership interest in you, or a controlling ownership interest in the entity with a controlling ownership interest in you. It may not relate to any other interests or assets. The right of first refusal process will not be triggered by a proposed Transfer that would not be allowed under Section 11.4 above and therefore may not proceed. We may require you (or your owners) to send us copies of any materials or information you send to the proposed buyer or transferee regarding the possible transaction. (References to a "controlling ownership interest" in you or one of your owners (if an entity) mean the percent of voting shares or other voting rights resulting from dividing one hundred percent (100%) of the ownership interests by the number of owners. In the case of a proposed transfer of an ownership interest in you or one of your owners, whether a "controlling ownership interest" is involved must be determined both immediately before and immediately after the proposed transfer to see if a "controlling ownership interest" will be transferred (because of the number of owners before the proposed transfer) or will be deemed to have been transferred (because of the number of owners after the proposed transfer).)

We may, by written notice delivered to you within thirty (30) days after we receive both an exact copy of the offer and all other information we request, elect to purchase the interest offered for the price and on the terms and conditions contained in the offer, provided that: (i) we may substitute cash for any form of payment proposed in the offer; (ii) our credit will be deemed equal to the credit of any proposed buyer; (iii) the closing will be not less than sixty (60) days after we notify you of our election to purchase or, if later, the closing date proposed in the offer; (iv) you and your owners must sign a general release; and (v) we must receive, and you and your owners agree to make, all customary representations, warranties, and indemnities given by the seller of the assets of a business or ownership interests in a legal entity, as applicable, including representations and warranties regarding ownership and condition of, and title to, assets and (if applicable) ownership interests; your and your owners' authorization to sell, as applicable, any ownership interests or assets without violating any law, contract, or requirement of notice or consent; liens and encumbrances on ownership interests and assets; validity of contracts and liabilities, contingent or otherwise, relating to the assets or ownership interests being purchased; and indemnities for all actions, events, and conditions that existed or occurred in connection with the Agency before the closing of our purchase.

Once you or your owners submit the offer and related information to us triggering the start of the thirty (30) day decision-period referenced above, the offer is irrevocable for that thirty (30) day period. This means we have the full thirty (30) days to decide whether to exercise the right of first refusal and may choose to do so even if you or your owners change your, his, her, or its mind

during that period and prefer after all not to sell the particular interest that is the subject of the offer. You and your owners may not withdraw or revoke the offer for any reason during the thirty (30) days, and we may exercise the right to purchase the particular interest in accordance with this Section's terms.

If we exercise our right of first refusal and close the transaction, you and your transferring owners agree that, for eighteen (18) months beginning on the closing date, you and/or the transferring owners will be bound by the non-competition covenants contained in Sections 10.4.3 and 10.4.4.

If we do not exercise our right of first refusal, you or your owners may complete the sale to the proposed buyer on the original offer's terms, but only if we approve the transfer as provided in this Section 11. This means that, even if we do not exercise our right of first refusal (whether or not it is properly triggered as provided above), if the proposed transfer otherwise would not be allowed under this Section 11, you (or your owners) may not move forward with the transfer at all. If you or your owners do not complete the sale to the proposed buyer within sixty (60) days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change in the sale's terms (which you agree to tell us promptly), we will have an additional right of first refusal during the thirty (30) days following either expiration of the sixty (60) day period or our receipt of notice of the material change(s) in the sale's terms, either on the terms originally offered or the modified terms, at our option.

We have the unrestricted right to assign this right of first refusal to a third party (including an affiliate), who then will have the rights described in this Section 11.7.

12. DEFAULT AND TERMINATION

12.1 Automatic Termination

This Agreement will automatically terminate without notice or an opportunity to cure upon the occurrence of any of the following, which you agree constitutes good cause for termination:

12.1.1 Voluntary Bankruptcy. You make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, consent to an involuntary petition in bankruptcy, are adjudicated bankrupt or insolvent, file or acquiesce in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consent to or acquiesce in the appointment of a trustee or receiver for you or the franchised business.

12.1.2 Involuntary Bankruptcy. Proceedings are commenced to have you adjudicated bankrupt or to seek your reorganization under any state or federal bankruptcy or insolvency law, including an involuntary petition in bankruptcy, and such proceedings are not dismissed within sixty (60) days, or, if earlier than sixty (60) days, a trustee or receiver is appointed for you or the franchised business, an order for relief is entered against you, or any such involuntary case is converted to a voluntary case in bankruptcy.

12.1.3 Voluntary or Involuntary Bankruptcy. Any of your guarantors under this Agreement is the subject of any of the actions described in Sections 12.1.1 or 12.1.2 above.

12.2 Termination by Us With Notice and Without Opportunity to Cure

We have the right to terminate this Agreement upon notice without providing you an opportunity to cure for any of the following breaches or defaults:

12.2.1 Criminal Acts. You or any of your owners is or has been convicted by a trial court of, or pleads or has pleaded guilty or no contest to, a felony.

12.2.2 Other Misconduct. You or any of your owners engages in any dishonest, unethical, immoral, or similar conduct as a result of which your (or the owner's) association with the Agency (or the owner's association with you) could, in our reasonable opinion, have a material adverse effect on the goodwill associated with the Licensed Marks.

12.2.3 Fraud/Misrepresentation. You or any of your owners has made or makes any material misrepresentation or omission in connection with your application for and acquisition of the franchise or your operation of the Agency.

12.2.4 Failure to Complete Training. You or any of your owners fails to complete Pre-opening and/or Boot Camp training as provided in Section 5.3.

12.2.5 Repeated Breaches. We send you more than 2 notices to cure pursuant to Sections 12.3, 12.4, or 12.5 in any 12-month period, whether or not you cure the issues raised in those notices.

12.2.6 Violation of Health Code. You violate any health, safety, or sanitation law, ordinance, or regulation or otherwise operate the Agency in a manner that presents an immediate health or safety hazard to clients or the general public.

12.2.7 Violation of In-term Restrictive Covenant. You or any of your owners violates the in-term restrictive covenant contained in Section 11.

12.2.8 Liens. A levy of writ of attachment or execution or any other lien is placed against you, any of your owners, or any of your or their assets and not released or bonded against within thirty (30) days. However, it will not be a breach of the Agreement if (a) you, an owner, or the spouse of an owner obtains any debt financing secured by the owner's and/or the spouse's principal residence, (b) you, an owner, and/or the spouse of an owner obtains debt financing for you from or through the Small Business Administration or another third-party lender, which financing is secured by a lien on your, the owner's, or the spouse's assets, and/or (c) an owner and/or spouse of the owner obtains debt financing from or through the Small Business Administration or another third-party lender for another entity which is at least majority-owned or controlled by the owner and/or the spouse, which financing is secured by a lien on the owner's and/or spouse's assets.

12.2.9 Insolvency. You or any of your owners becomes insolvent.

12.2.10 Abandonment. You (a) abandon the Agency, meaning you have deserted, walked away from, or closed the Agency under circumstances leading us to conclude that you have no intent to return to the Agency, regardless of how many days have passed since the apparent

abandonment, or (b) fail actively and continuously to operate the Agency (a failure to operate the Agency for over two (2) consecutive days will be deemed a default under this clause (b), except where closure is due to fire, riot, flood, terrorist acts, or natural disaster and you notify us within three (3) days after the particular occurrence to obtain our written approval to remain closed for an agreed upon amount of time as is necessary under the circumstances before we will require you to re-open).

12.2.11 Proprietary Software. You misuse or make unauthorized use of our proprietary software.

12.2.12 Government Regulations. You fail within thirty (30) calendar days after notification of non-compliance by federal, state, or local government authorities to comply with any law or regulation applicable to the Agency (other than violations creating an immediate health or safety hazard to clients or the general public, which is actionable under Section 13.2.6).

12.2.13 Government Actions. Any government action is taken against you that results in any obligation upon us which in our sole judgment is uneconomical, not in our best interests, or results in our having an unintended relationship or obligation.

12.2.14 Anti-Terrorist Activities. You fail to comply with the provisions of Section 25.

12.2.15 Personal Use of Agency Property. You take for personal use any assets or property of the Agency, including employee taxes, FICA, insurance, or benefits.

12.2.16 Insufficient Funds. There are insufficient funds in your bank account to cover (1) a check or EFT payment to us three (3) or more times , or (2) payroll at any time whether or not those violations are cured.

12.2.17 National Accounts. (a) You fail to fill any Premier National Accounts requests three (3) times during any 12-month period, (b) we receive two (2) complaints from any National Accounts customer regarding the services provided, or (c) you decline to service any Premier National Accounts customer more than two (2) times within a sixty (60)-day period.

12.2.18 Attendance at Branch Leadership Conference. You fail more than once during any consecutive five (5)-year period to send the required number of attendees to all Branch Leadership Conferences for their full duration and to have the attendees fully participate in all Branch Leadership Conferences in the manner we specify. We have the right to terminate this Agreement upon the second default.

12.2.19 Attendance at Annual Meetings. You fail more than once during any consecutive five (5)-year period to attend or to send an approved Control Person to attend an annual franchise meeting for its full duration and to participate in such annual franchise meeting in the manner we specify. We have the right to terminate this Agreement upon the second default.

12.2.20 Licensure and Joint Commission Accreditation. You lose required licensure and/or accreditation (after having initially obtained it in accordance with this Agreement's requirements).

12.2.21 Multiple Violations of Monthly Performance Standard. You fail to satisfy the Monthly Performance Standard (i) at least 12 times during the Initial Term (those 12 defaults need not occur in consecutive months), or (ii) at least 6 times during a renewal term (those 6 defaults need not occur in consecutive months), we notify you after the 12th or 6th default, respectively, that any subsequent default of the Monthly Performance Standard will give us the right to terminate this Agreement, and you then commit another default of the Monthly Performance Standard at any time during the Initial Term.

12.3 Termination by Us Upon Notice and 15 Days' Opportunity to Cure

We have the right to terminate this Agreement if any of the following defaults remains uncured after expiration of the 15-day cure period:

12.3.1 Nonpayment. You fail to pay as and when due any sums owed to us, our affiliates, any of our major suppliers or vendors, or another BrightStar franchisee (i.e., for timely payment of wrongly accepted funds or Cross-Territorial Restitution).

12.3.2 Under-reporting of Gross Sales. Any audit reveals that you understated your royalty or advertising payments, or your local consumer marketing expenditures, by more than 2%, or you failed to submit timely reports and/or remittances for any two (2) reporting periods within any 12-month period, as described in Section 10.

12.3.3 Endorsement of Checks. You fail to immediately endorse and deliver to us or another franchisee any payments due to us or the other franchisee that were erroneously sent to you by a third party.

12.3.4 Unauthorized Products or Services. You offer any unauthorized and unapproved services or products at, from, or through the Agency.

12.3.5 Unapproved Purchases. You order or purchase marketing materials, non-health insurance coverage, supplies, signs, furnishings, fixtures, equipment, or inventory from an unapproved or disapproved supplier.

12.3.6 Failure to Open. You fail to commence operating the Agency by the Opening Date.

12.3.7 Interruption of Service. You fail to maintain the prescribed months, days, or hours of operation at the Agency.

12.3.8 Failure to Personally Supervise Agency Operations or Employ Adequate Personnel. You fail to personally supervise the Agency's day-to-day operation, or through a branch manager/operations manager we approve.

12.3.9 Quality Control. You fail to maintain the strict quality controls reasonably required by this Agreement and/or the Operations Manual.

12.3.10 Licenses and Permits. You fail to procure or maintain any licenses, certifications, or permits necessary to operate the Agency.

12.3.11 Control Person. You do any of the following: (i) at any time during the Initial Term the Agency is not under the designated Control Person's direct supervision, (ii) you designate a replacement Control Person without our prior approval and first giving us notice of the change, or (iii) any replacement Control Person does not meet our then-current Control Person standards and requirements, including (1) living within a one-hour drive-time from the Protected Territory, or (2) being in the office, or at minimum in the Protected Territory, on a daily full-time basis.

12.3.12 Unauthorized Transfer. You or your owners make a Transfer in violation of Section 12.

12.3.13 Insurance. You fail to procure insurance within one hundred twenty (120) days after the Effective Date, to maintain insurance, to repay us for insurance we obtain for you, or otherwise to adhere to the requirements of Section 16.

12.3.14 Misuse of the Licensed Marks or Confidential Information. You or your owners materially violate any requirement regarding or misuse the Licensed Marks or Confidential Information.

12.3.15 Non-Use of Required Software and Systems. You fail to use all required software and systems in operating the Agency.

12.3.16 Personal Protective Equipment. You fail to provide the types and quantities of personal protective equipment we require for the field staff of BrightStar Care Agencies and to ensure such personal protective equipment is used in compliance with current clinical guidance (whether such guidance is originally issued by us as part of the BrightStar Care Agency program or by external authorities).

12.4 Termination by Us With Notice and 30 Days' Opportunity to Cure

We have the right to terminate this Agreement if any of the following defaults remains uncured after expiration of the 30-day cure period:

12.4.1 Failure to Comply with this Agreement or another franchise agreement between Us or any of Our Affiliates and You or any of Your Affiliates. Except as noted in Sections 13.1 through 13.3 above and Section 13.5 below, your other failures to comply with the terms and conditions of this Agreement are subject to a 30-day cure period. In addition, any default under another franchise agreement for any of the following reasons will be deemed a default under this Agreement: (i) any clinical or client care issues like those set forth in Sections 13.2.6 and 13.3.9 through 13.3.11 of this Agreement, or (ii) criminal acts, misconduct, fraud and misrepresentations like those set forth in Sections 13.2.1 through 13.2.3 of this Agreement. Your failure to pay fees owed or the failure to meet Performance Standards under another franchise agreement will not alone trigger a cross-default under this Agreement unless accompanied by a default described in (i) or (ii) above.

12.4.2 Failure to Service National Accounts. Unless you have formally notified us that you are opting out of servicing a specific National Account (as outlined in the Operations Manual), if you fail to: (i) sign up for National Accounts business upon completion of training, (ii)

service a National Account in accordance with the National Accounts contract or bid or the guidelines contained in the Operations Manual, (iii) assist us in resolving a National Accounts service dispute, or (iv) otherwise comply with our requirements for National Accounts business as provided in this Agreement and as outlined in the Operations Manual. (The 30-day cure period does not apply to National Account defaults for which we have the right to terminate this Agreement upon notice, without providing you an opportunity to cure, under Section 13.2.17 above.)

12.4.3 Violation of Cross Territory Service (“Cross Territorial Policy”). You solicit and/or service clients in another franchisee’s protected territory or in a territory currently served by an Agency owned by us or our affiliate without prior written permission from the owner of that territory and in violation of the Cross Territorial Policy contained in the Operations Manual. In the event you service clients who are sourced from an unclaimed territory that later becomes the protected territory of another franchisee, you must, in our sole discretion, transfer those clients in an orderly manner to the franchisee that acquired the protected territory within ninety (90) days after the franchisee obtains licensure to service those clients. However, we have the right, in our sole discretion, to allow you to retain those and only those clients whom you secured prior to the unclaimed territory being purchased by another franchisee.

12.4.4 Failure to Hire and Maintain Director of Nursing. You fail to hire and maintain a part-time Director of Nursing during the initial period or fail to maintain a full-time Director of Nursing if required by state licensure or census and acuity of patients require a full-time Director of Nursing, unless a waiver was approved for the current calendar year.

12.5 Termination by Us Upon Notice and 90 Days’ Opportunity to Cure

We have the right to terminate this Agreement if any of the following defaults remains uncured after expiration of the 90-day cure period:

12.5.1 Full-Time, Fully-Trained Salesperson. You fail to hire and maintain a full-time, fully-trained salesperson for the Agency unless a waiver was approved for the current calendar year.

12.5.2 Full-Time, Fully-Trained Branch Manager/Operations Manager. You fail to hire and maintain a full-time, fully-trained branch manager/operations manager for the Agency unless a waiver was approved for the current calendar year.

12.5.3 Training New Personnel. You fail to fully train a newly-hired Agency salesperson, branch manager/operations manager, or Director of Nursing within ninety (90) days after you hire them.

12.5.4 Agency Net Promotor Score. You fail to ensure that either the Agency’s Net Promoter Score (NPS) or the Overall Satisfaction (OSAT) Score remains in (a) the top seventy-five percent (75%) of the Net Promoter Scores or OSAT Scores of all BrightStar Care Agencies and (b) the top fifty percent (50%) of the Net Promoter Scores or OSAT Scores prevailing in the home healthcare business industry as a whole, including both franchised and non-franchised home healthcare businesses.

12.5.5 Employee Engagement Score. You fail to ensure that either the Agency's employee engagement score (eNPS) or the Overall Satisfaction (OSAT) Score remains in (a) the top seventy-five percent (75%) of the employee engagement scores or OSAT Scores of all BrightStar Care Agencies and (b) the top fifty percent (50%) of the employee engagement scores or OSAT Scores prevailing in the home healthcare business industry as a whole, including both franchised and non-franchised home healthcare businesses.

12.5.6 Retention of Field Staff. You fail to ensure that the Agency (a) remains in the top seventy-five percent (75%) of all BrightStar Care Agencies for retention of field staff and (b) does not experience six (6)-month employee turnover in excess of fifty percent (50%).

12.6 Interim Remedies

If you are in default of any provision of this Agreement, we may, at our option, elect to exercise interim remedies with respect to, and/or to provide limited services for, your Agency (collectively, "Interim Remedies/Limited Services") before or instead of exercising our right to terminate this Agreement. We will provide written notice to you before implementing Interim Remedies/Limited Services. If you are in default and we have implemented Interim Remedies/Limited Services, we retain our right to terminate this Agreement at any time if you fail to cure the default. Interim Remedies/Limited Services include, without limitation:

12.6.1 Agency's web page(s) removed from BRIGHTSTARCARE.com;

12.6.2 no access to any General Marketing Fee-funded services;

12.6.3 no access to the Bright Connect (our intranet);

12.6.4 restrict eligibility to receive National Accounts referrals;

12.6.5 not eligible to attend any BrightStar conferences or events but still must pay required registration fees as applicable;

12.6.6 no access to BrightStar online training offerings;

12.6.7 must resign from the Franchise Advisory Committee or other BrightStar Committees, if applicable;

12.6.8 limited onsite support visits.

12.7 Nonwaiver

Our delay in exercising or failing to exercise any right or remedy under this Agreement or our acceptance of any late or partial payment due does not constitute a waiver of our rights against you.

12.8 Step In Rights

In addition to our right to implement Interim Remedies/Limited Services and/or terminate this Agreement, and not in lieu of such right or any other rights we have against you, upon your failure to cure any default within the applicable time period (if any), we have the right, but not the obligation, to enter upon the Agency premises and exercise complete authority with respect to the Agency's operation (or designate a third party to exercise authority) until we determine that the default has been cured and you otherwise are in compliance with this Agreement. If we exercise that right, you must reimburse us (or our designee) for all reasonable costs and overhead, if any, incurred in connection with operating your Agency, including, without limitation, costs of personnel for supervising and staffing the Agency and their travel and lodging accommodations, and pay a fee of up to \$500 per day. If we operate the Agency pursuant to this Section, you must indemnify and hold harmless us (and our designees and employees) against any fines, claims, suits or proceedings which may arise out of our operation of the Agency.

12.9 Termination by You

12.9.1 You may terminate this Agreement if we materially breach any of our obligations under this Agreement and fail to correct that breach within thirty (30) days after you deliver written notice to us of the breach; provided, however, if we cannot reasonably correct the breach within those thirty (30) days but give you, within the thirty (30) days, evidence of our effort to correct the breach within a reasonable time period, then the cure period will run through the end of that reasonable time period. Your termination of this Agreement other than according to this Section 12.9 will be deemed a termination without cause and your breach of this Agreement. Similarly, you may not commence an action against us for damages for our alleged breach of this Agreement without first notifying us of the alleged breach and giving us the opportunity to correct that breach, as provided above in this Section. Your failure to give us such notice and opportunity to cure will preclude your claim for damages.

13. POST-TERM OBLIGATIONS

13.1 Your Obligations and Our Rights upon Termination or Expiration

Upon the termination or expiration of this Agreement for any reason:

13.1.1 De-Identification. You and your owners may not directly or indirectly at any time afterward or in any manner (except in connection with other BrightStar Agencies you or they own and operate): (a) identify yourself or themselves in any business as a current or former BrightStar Care Agency or as one of our current or former franchisees; (b) use any Licensed Mark, any colorable imitation of a Licensed Mark, any trademark, service mark, or commercial symbol that is confusingly similar to any Licensed Mark, or other indicia of a BrightStar Care Agency for any purpose; or (c) use for any purpose any trade dress, trade name, trademark, service mark, or other commercial symbol suggesting or indicating a connection or association with us.

13.1.2 Immediately vacate the Agency premises if we exercise our rights pursuant to the Collateral Assignment of Lease attached as Exhibit C.

13.1.3 Immediately pay all sums owing to us, including Royalty/Continuing Fees, General Marketing Fees, VA Fees, interest, and all other amounts owed to us (and our affiliates) that then are unpaid. Upon termination due to your default, such sums will include actual damages, costs and expenses, and reasonable attorneys' fees we incurred as a result of the default.

13.1.4 Immediately return to us the Operations Manual, Confidential Information, and all trade secrets, confidential materials, and other property owned by us. You may not retain a copy or record of any of the foregoing, except you may retain your copy of this Agreement, any materials necessary to operate a franchise under another existing Agency franchise agreement, any correspondence between the parties, and any other document you reasonably need to comply with applicable law. Business cards, brochures, marketing materials, and other promotional materials must be returned to us.

13.1.5 Immediately cease using all telephone numbers and listings used in operating the Franchised Business and direct the telephone company to transfer all such numbers and listings to us or our designee pursuant to the Conditional Assignment of Telephone Numbers attached as Exhibit I or, if we direct, to disconnect the numbers.

13.1.6 Subject to any applicable state or federal laws, provide us at our request and in the manner we designate, all client lists and client records, including National Accounts clients, for the Agency, including the names, addresses, phone numbers, and client lists and numbers of previous, current, and prospective clients (the "Client Lists") and work cooperatively with us to transfer all clients with whom you then are working (whether private-duty, National Accounts, or staffing clients) to provider(s) approved by us in order for you to begin complying with certain of your non-compete covenants described in Sections 10.4.3 and 10.4.4 above. You acknowledge and agree that we are the sole owner of the Client Lists. You may not distribute the Client Lists in any form or manner to any third party without our prior written consent. During the Initial Term, we and our affiliates have the right to communicate with and notify clients and other individuals listed on the Client Lists. Upon termination or expiration of this Agreement, you and your affiliates may not use the Client Lists in any form or manner, and we and our affiliates have the right to make any and all disclosures, and use the Client Lists in any manner, we or they deem necessary or appropriate. For example, we may contact (at our expense) previous, current, and prospective clients and other customers to inform them that a BrightStar Care Agency no longer will operate at the Agency's location or, if we intend to exercise the option under Section 12.8, that the Agency will operate under new management. We also have the right to inform them of other nearby BrightStar Agencies. Exercising these rights will not constitute interference with your contractual or business relationship with those clients.

13.1.7 Immediately disclose to us and satisfy any outstanding obligations you have to any third parties.

13.1.8 Immediately cease using in any manner whatsoever any methods, procedures, technology, or other component of the BrightStar Care Agency Program in which we have any right, title, or interest. We or our designated agent may enter upon the Premises at any time to make such changes and take possession of such items at your sole risk and expense and without liability to you for trespass or compensation.

13.1.9 Immediately cease using the Licensed Marks and any other marks and indicia of operation associated with the BrightStar Care Agency Program, including stationary and other printed matter, and remove from the Premises all trade dress, physical characteristics, color combinations, and other indications of operation under the BrightStar Care Agency Program. Without limiting the generality of the foregoing, you agree that in the event of termination or expiration of this Agreement, you will remove all signage bearing the Licensed Marks and, upon our request, deliver the fascia for such signs to us. We or our designated agent may enter upon the Premises at any time to make such changes at your sole risk and expense and without liability to you for trespass or compensation.

13.2 Termination Damages

If we terminate this Agreement before its scheduled expiration date due to any of your defaults (including your abandonment of the Agency), or if you terminate this Agreement without cause before its scheduled expiration date (which also will be considered your default under this Agreement), you must pay us within fifteen (15) days after the effective date of this Agreement's termination, in addition to the other amounts specified in Section 13.1.3 above, termination damages equal to the greater of either (a) \$150,000 or (b) the product of the Agency's Net Billings during the 12 months before the effective date of termination multiplied by three and that product then multiplied by 5.25%. However, if the effective date of termination is during the last three years of the franchise term, the termination damages will equal the product of the Agency's Net Billings during the 12 months before the effective date of termination multiplied by $x/12$ —where "x" is the number of months that were remaining in the franchise term on the effective date of termination—and that product then is multiplied by 5.25%.

We and you acknowledge and agree that it would be impracticable to determine precisely the damages we will incur as a result of this Agreement's early termination. Some of those damages include loss of Royalty/Continuing Fee payments, loss of goodwill, loss of representation in the market area, consumer confusion, and expenses that we will incur in developing or finding another franchisee for that market area (collectively, "Brand Damages"). We and you acknowledge that Brand Damages are difficult to estimate accurately, and proof of Brand Damages would be burdensome and costly, although such damages are real and meaningful to us. We and you agree that this termination damages provision is a reasonable, good faith pre-estimate of those damages. Your payment of the termination damages to us will not be considered a penalty but, rather, a reasonable estimate of fair compensation to us for the Brand Damages we will incur because this Agreement did not continue for the full length of the Initial Term due to your default. You acknowledge that your payment of termination damages is full compensation to us only for the Brand Damages resulting from the early termination of this Agreement and is in addition to, and not in lieu of, your obligations to pay other amounts due to us under this Agreement as of the effective date of termination and to comply strictly with your post-termination obligations. You further acknowledge that this termination damages provision does not cover any other damages to which we might be entitled as a result of your actions or inaction.

Notwithstanding anything in this Section 13.2 to the contrary, upon occurrence of a catastrophic health-related event (i.e., your or your principal owner's death or terminal illness or disability that prevents you or your principal owner from operating the Agency (as reasonably determined by an independent third party such as a licensed doctor)), we may choose not to pursue

the full measure of termination damages against you under this Section 13.2 if, despite good-faith efforts to transfer the franchise pursuant to Section 11.5, those efforts are unsuccessful and we then terminate this Agreement. We may, in our sole discretion, reduce the termination damages if you use good-faith efforts to effect a transfer pursuant to Section 11.5. Any reduced termination damages will be contingent upon (i) the franchise not selling within 12 months from the formal resale listing, (ii) your working cooperatively with us to transition all customers and employees to approved providers, (iii) you confirm that W-2s have been paid in advance, (iv) all other employee obligations have been fulfilled, and (v) no legal action has been initiated against us or our affiliates.

14. DISPUTE RESOLUTION AND CORRESPONDING PROCEDURES.

14.1 Meeting Between Senior Executives

We and you will attempt to resolve any controversy, claim, or dispute arising out of or relating to this Agreement and involving you and us or any of your and our respective affiliates, owners, officers, directors, employees, agents or representatives (a “Dispute”) promptly by a meeting between senior executives of the respective organizations who have authority to settle the Dispute (“Senior Executives”). Either party may give the other written notice (“Dispute Notice”) of any Dispute that has not been resolved in the ordinary course of business. Within fifteen (15) days after delivery of the Dispute Notice, the receiving party must give to the other a written response (“Response”). The Dispute Notice and the Response must include: (i) a statement describing the position of the party giving the Dispute Notice and the Response and a summary of arguments supporting such position, and (ii) the name of the Senior Executive and any other persons who will accompany the Senior Executive at the meeting at which the parties will attempt to resolve the Dispute. Within thirty (30) days after delivery of the Dispute Notice, the Senior Executives will meet at a mutually acceptable time and place, and then as often as they reasonably consider necessary, to attempt to resolve the Dispute. All reasonable requests for information made by one party to the other will be honored. If the Dispute has not been resolved within sixty (60) days after delivery of the Dispute Notice, or if the Senior Executives do not meet within thirty (30) days after delivery of the Dispute Notice, either party may initiate mediation of the Dispute. All meetings, discussions, and other communications under this Section will be treated as compromise and settlement discussions and communications.

14.2 Mediation

All claims or disputes between you and us or any of your and our respective affiliates, owners, officers, directors, employees, agents or representatives arising under, out of, in connection with, or in relation to this Agreement, the parties’ relationship, your Agency, or any of the parties’ respective rights and obligations arising out of this Agreement must be submitted first to mediation prior to initiating an arbitration proceeding (except as noted in Section 14.4 below). Such mediation will take place in Bannockburn, Illinois (or our then-current headquarters) under the auspices of the American Arbitration Association (“AAA”), in accordance with the AAA’s Commercial Mediation Rules then in effect. You may not commence any formal legal action against us or our affiliates with respect to any such claim or dispute unless mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by us. Each party will bear its own costs of mediation and share equally the filing fee imposed by AAA and the

mediator's fees. We reserve the right to specifically enforce our right to mediation. Prior to mediation and before commencing any legal action against us or our affiliates with respect to any such claim or dispute, you must submit a notice to us specifying in detail the precise nature and grounds of such claim or dispute.

14.3 Arbitration

If not resolved by mediation and except as qualified below, all controversies, disputes, or claims between us (and our affiliates and our and their respective owners, officers, directors, agents, and employees, as applicable) and you (and your affiliates and your and their respective owners, officers, and directors, as applicable) arising out of or related to:

- (a) this Agreement or any other agreement between you (or your owner) and us (or our affiliate) relating to the Agency or any provision of any such agreements;
- (b) our relationship with you;
- (c) the validity of this Agreement or any other agreement between you (or your owner) and us (or our affiliate) relating to the Agency, or any provision of any such agreements, and the validity and scope of the arbitration obligation under this Section; or
- (d) any standard, specification, or operating procedure relating to the Agency,

must be submitted for arbitration to the American Arbitration Association. Except as otherwise provided in this Agreement, such arbitration proceedings will be heard by one (1) arbitrator in accordance with the then-existing Commercial Arbitration Rules of the American Arbitration Association. All proceedings, including the hearing, will be conducted at a suitable location that is within ten (10) miles of where we have our principal business address when the arbitration demand is filed. The arbitrator will have no authority to select a different hearing locale other than as described in the prior sentence. All matters within the scope of the Federal Arbitration Act (9 U.S.C. Sections 1 *et seq.*) will be governed by it and not by any state arbitration law.

The arbitrator has the right to award any relief he or she deems proper in the circumstances, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs (in accordance with Section 18.2 below), provided that: (1) the arbitrator has no authority to declare any Licensed Mark generic or otherwise invalid; and (2) as provided in Section 14.9, you waive to the fullest extent that applicable law permits any right to or claim for any punitive, exemplary, treble, and other forms of damages. The arbitrator's award and decision will be conclusive and bind all parties covered by this Section, and judgment upon the award may be entered in a court specified or permitted in Section 14.7 below.

We and you will be bound by any limitation under this Agreement or applicable law, whichever expires first, on the timeframe in which claims must be brought. We and you further agree that, in connection with any arbitration proceeding, each must submit or file any claim constituting a compulsory counterclaim (as defined by the then-current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim not submitted or filed in the proceeding will be barred. The arbitrator may not consider any

settlement discussions or offers either you or we made. We reserve the right, but have no obligation, to advance your share of the costs of any arbitration proceeding in order for the arbitration proceeding to take place and by doing so do not waive or relinquish our right to seek recovery of those costs in accordance with Section 18.2 below.

We and you agree that arbitration will be conducted on an individual basis and not in a class, consolidated, or representative action, that only we (and our affiliates and our and their respective owners, officers, directors, agents, and employees, as applicable) and you (and your affiliates and your and their respective owners, officers, and directors, as applicable) may be the parties to any arbitration proceeding described in this Section, and that no such arbitration proceeding may be consolidated or joined with another arbitration proceeding involving us and/or any other person. Despite the foregoing or anything to the contrary in this Section or Section 22.1, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section, then we and you agree that this arbitration clause will not apply to that dispute, and such dispute will be resolved in a judicial proceeding in accordance with Section 14 (excluding this Section 14.3).

This Section's provisions will continue in full force and effect after and notwithstanding expiration or termination of this Agreement.

To the extent permitted by applicable law, no issue of fact or law may be given preclusive or collateral estoppel effect in any arbitration, except to the extent such issue may have been determined in another proceeding between the parties.

14.4 Exceptions to Arbitration

Notwithstanding Section 14.3, the parties agree that the following claims will not be subject to mediation or arbitration:

(a) each has the right to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction, provided, however, each must contemporaneously submit its dispute for arbitration on the merits as provided in Section 14.3.

(b) any action in ejectment or for possession of any interest in real or personal property.

14.5 Third-Party Beneficiaries

Our affiliates and their respective owners, officers, directors, agents, and employees are express third-party beneficiaries of this Agreement, each having authority to specifically enforce the right to mediate/arbitrate your claims asserted against such person(s).

14.6 No Right to Offset

You may not withhold any payment to us or our affiliates on the grounds of our alleged nonperformance of our obligations, or set off any amount you owe us or our affiliates against any amount we or our affiliates might owe you, under this Agreement or any related agreements.

However, we may set off any amounts you or your owners owe us or our affiliates against any amounts that we or our affiliates owe you or your owners, whether in connection with this Agreement or otherwise.

14.7 Venue

We and you expressly agree, subject to our and your arbitration obligations under Section 14.3, to the exclusive jurisdiction and venue of any court of general jurisdiction in the county and state where our headquarters is located at the time the action is filed (“Home State”), and the jurisdiction and venue of the United States District Court presiding over our Home State. You acknowledge that this Agreement has been entered into in the State of Illinois, and you will receive valuable and continuing services emanating from the Home State where our headquarters are located. In recognition of such services and their origin, you hereby irrevocably consent to the personal jurisdiction of the state and federal courts of our Home State as set forth above.

14.8 Limitation on Actions

Except for claims arising from your non-payment or underpayment of amounts you owe us and except for our (and certain of our related parties’) right to seek indemnification from you for third-party claims as provided in this Agreement, we and you agree that no cause of action arising out of or under this Agreement or as a result of the parties’ relationship may be maintained by either party against the other unless an arbitration or judicial proceeding, as mandated or permitted by this Agreement, is commenced within two (2) years from the date on which the violation, act, or conduct giving rise to the claim occurs, regardless of when the party asserting the claim knew or should have known of the facts giving rise to the claim. Any action not brought within this period will be barred as a claim, counterclaim, defense, or set-off.

14.9 Waiver of Punitive, Exemplary, and Certain Other Damages

You hereby waive to the fullest extent the law permits any right to or claim for any punitive, exemplary, incidental, indirect, special, or consequential damages (including, without limitation, lost profits) against us arising out of any cause whatsoever (whether such cause is based in contract, negligence, strict liability, other tort, or otherwise) and agree that, if there is a dispute, your recovery is limited to actual damages and, if appropriate, equitable relief.

14.10 Jury Trial Waiver

Subject to the arbitration obligations in Section 14.3, we and you (and your owners) irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either us or you (or your owners). We and you (and your owners) acknowledge that we and you (and they) make this waiver knowingly, voluntarily, without duress, and only after considering this waiver’s ramifications.

15. INSURANCE

15.1 Lines of Insurance

Within one hundred twenty (120) days of signing this Agreement, you must at your own expense procure, and then maintain in full force and effect throughout the Initial Term, the following categories of insurance in the minimum amounts we prescribe at any time and from time to time in the Operations Manual:

- 15.1.1 Professional liability insurance on an occurrence basis;
- 15.1.2 Abuse & Molestation coverage with a separate limit;
- 15.1.3 General Liability on an occurrence basis;
- 15.1.4 Non-Owned automobile liability coverage;
- 15.1.5 Special Form property insurance;
- 15.1.6 An umbrella providing excess over the professional, general, auto, and employer's liability (part of Work Comp);
- 15.1.7 Cyber-liability;
- 15.1.8 Workers' Compensation and Employer's Liability insurance;
- 15.1.9 Crime Bond covering employee theft from you or a client's property;
- 15.1.10 Employment Practices Liability (EPL) insurance; and
- 15.1.11 Any other insurance not listed here but required by applicable law, rule, regulation, ordinance, or licensing requirements and any updates made from time to time in the operations manuals.

We reserve the right to change the types and amounts of insurance required under this Agreement upon thirty (30) days' prior written notice to you, and you agree to conform your insurance coverage, at your own expense and by the deadline we specify, to our requirements.

All Professional Liability, General Liability, and Employment Practices Liability insurance policies must name, as additional insureds, BrightStar Group Holdings, Inc., us and our subsidiaries, our officers, directors, and employees, and any other person or entity we designate in the future. You bear all related costs.

You must obtain and maintain insurance coverage from the agency and carriers we approve. All insurance companies must carry an A.M. Best's rating of "A-/Excellent" or better or be approved by us in writing before placement of coverage. Any and all coverage contemplated must insure both skilled and non-skilled home care and temporary medical staffing.

15.2 Insurance Certificates

You must timely send us copies of certificates of all required insurance policies, in each of which the insurer must state that the policy will not be cancelled or materially altered without at least ten (10) days' prior written notice to us. You must carry such other insurance required by the lease of the Agency's premises or by your lenders or equipment lessors and all workers' compensation insurance required by applicable law. In order to monitor claims activity on a national level and effectively assess program exposures, you must collect Loss History Statements ("Loss Runs") from your carrier and send them to us at renewal each year.

15.3 No Relief from Indemnity Requirement

Obtaining and maintaining the insurance required by this Agreement will not relieve you of any liability to us under this Agreement's indemnification provision.

15.4 Administrative Fee

If you fail to comply with the minimum insurance requirements set forth above, we have the right to obtain and maintain the required insurance for you, in which case you must pay us, on demand, the premium costs and an administrative fee equal to 18% of the premium costs.

16. YOUR OWNERSHIP AND ORGANIZATION

16.1 Disclosure of Ownership Interests

You and each of your owners represent, warrant, and agree that Exhibit D is current, complete, and accurate. You agree to update Exhibit D as necessary (and as allowed by this Agreement) to ensure it is at all times current, complete, and accurate. Each owner must be an individual acting in his or her individual capacity unless we waive this requirement.

16.2 Organizational Documents

If you are, or at any time become, a business corporation, partnership, limited liability company, or other legal entity, you and each of your owners represent, warrant, and agree that: (a) you are duly organized and validly exist under the laws of the state of your organization or formation; (b) you have the authority to execute and deliver this Agreement and all related agreements and to perform your obligations under all such agreements; (c) the articles of incorporation, partnership agreement, or other organizational documents recite that the issuance, transfer, or pledge of any direct or indirect legal or beneficial ownership interest in you is restricted by this Agreement; and (d) all certificates representing direct or indirect legal or beneficial ownership interests in you will bear a legend in conformity with applicable law reciting or referring to such restrictions.

16.3 Personal Guarantee Covenants and Assumption of Obligations

Each owner (regardless of the owner's ownership interest in you) executing Exhibit D must sign and irrevocably be bound by the Personal Guarantee included as Exhibit E. If you are a corporation initially owned in majority by the corporation's 401(k) plan, you must sign Exhibit L.

Depending on the creditworthiness of the owners and community property laws of the jurisdiction in which they reside, we may require that the spouse of each owner sign the Personal Guarantee.

17. TAXES, PERMITS AND INDEBTEDNESS

17.1 Taxes

You must promptly pay when due any and all federal, state, and local taxes, including, without limitation, unemployment and sales taxes, levied or assessed with respect to the Agency's operation and all accounts or other indebtedness you incur in operating the Agency.

17.2 Permits

You must comply with all federal, state, and local laws, rules, and regulations (including, but not limited to, wage and hour laws, EEOC, OSHA, HIPAA, state consumer and data privacy laws, etc.) and timely obtain any and all permits, certificates, and licenses necessary for the full and proper conduct of the Agency. Currently, you may not participate in government payment programs, including, for example, Medicare, provided, however, that you may participate in state-sponsored Medicaid and Medicaid Waiver programs, as well as Medicare Advantage supplemental benefits personal care service programs, under certain circumstances (you may not participate in Medicaid programs that require a Medicare number or require billing through Medicare) and furnish services to Veteran's Administration beneficiaries as described more fully in the Operations Manual. The conditions that are required for participating in state-sponsored Medicaid and Medicaid Waiver programs include your sole evaluation and responsibility for any operational and technology compliance requirements that are unique to the state and/or in complying with CMS certified operating procedures, and you will solely bear the cost of this compliance. Even though your Agency is prohibited from participating in Medicare or Medicaid, it may from time to time provide staff to other facilities, including those that participate in the Medicare and/or Medicaid programs. It is your responsibility to determine whether, and to what extent, employees of your Agency need to be screened for their possible excluded status in these or other payment programs.

17.3 Full and Sole Responsibility for Debts and Obligations

You expressly covenant and agree to accept full and sole responsibility for any and all debts and obligations incurred in operating the Agency.

18. INDEMNIFICATION AND INDEPENDENT CONTRACTOR

18.1 Indemnification

You agree to indemnify and hold harmless us, our affiliates, and our and their respective owners, directors, officers, employees, agents, successors, and assignees (the "Indemnified Parties") against, and to reimburse any one or more of the Indemnified Parties for, all Losses (defined below) incurred as a result of a claim threatened or asserted or an inquiry made formally or informally, or a legal action, investigation, or other proceeding threatened or brought, by a third party and directly or indirectly arising out of or relating to: (i) the Agency's operation; (ii) the business you conduct under this Agreement; (iii) your breach of this Agreement or any other

agreement with us or our affiliates; (iv) your non-compliance or alleged non-compliance with any federal, state, or local law, ordinance, rule, or regulation, including those concerning the Agency's design, operation, or employment or personnel practices (expressly including your compliance with wage and hour and other labor and employment laws), and including any allegation that we or another Indemnified Party is a joint employer or otherwise responsible for your acts or omissions relating to employees; or (v) claims alleging either intentional or negligent conduct, acts, or omissions by you (or any of your employees, agents, or representatives) or by us or our affiliates (or any of our or their employees, agents, or representatives). You also agree to defend the Indemnified Parties (unless an Indemnified Party chooses to defend at your expense as provided in the following paragraph) against any and all such claims, inquiries, actions, investigations, and proceedings. However, you have no obligation to indemnify or hold harmless an Indemnified Party for any Losses to the extent they are determined in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction to have been caused solely and directly by the Indemnified Party's negligence or willful misconduct (so long as the claim to which those Losses relate is not asserted on the basis of theories of vicarious liability—including agency and apparent agency—or our failure to compel you to comply with this Agreement).

For purposes of this indemnification and hold harmless obligation, "Losses" includes all obligations, liabilities, damages (actual, consequential, or otherwise), and reasonable defense costs that any Indemnified Party incurs. Defense costs include, without limitation, accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced. Each Indemnified Party, with its own counsel and at your expense, may defend and otherwise respond to and address any claim threatened or asserted or any inquiry made, or any action, investigation, or proceeding threatened or brought (instead of having you defend it with your counsel, as provided in the preceding paragraph), and, in cooperation with you, agree to settlements or take any other remedial, corrective, or other actions, for all of which defense and response costs and other Losses you are solely responsible (except as provided in the last sentence of the preceding paragraph).

For the avoidance of all doubt, nothing in this Section 18.1 is intended to obligate any Indemnified Party to await the conclusion or resolution of a claim, inquiry, action, investigation, or proceeding before seeking to recover its aggregate Losses from you on account of the claim, inquiry, action, investigation, or proceeding. An Indemnified Party may seek to recover from you the Losses for which it is entitled to indemnification under this Section as often as it wishes on an as-incurred basis.

Your obligations in this Section 18.1 will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim against you under this Section 18.1. You agree that a failure to pursue a recovery or mitigate a Loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this Section 18.1.

18.2 Cost of Enforcement or Defense

If we incur costs and expenses to enforce our rights or your obligations under this Agreement because you have failed to pay when due amounts owed to us, to submit when due any reports, information, or supporting records, or otherwise to comply with this Agreement, you agree to reimburse us for all costs and expenses we incur, including, without limitation, reasonable accounting, attorneys', arbitrators', and related fees. Your obligation to reimburse us arises whether or not we begin a formal legal proceeding against you to enforce this Agreement. If we do begin such a formal legal proceeding against you, the reimbursement obligation applies to all costs and expenses we incur preparing for, commencing, and prosecuting the legal proceeding and until the proceeding has come to a complete end (including appeals and settlements).

18.3 No Fiduciary Relationship; Independent Contractor Status

This Agreement does not create a fiduciary relationship between you and us. You have no authority, express or implied, to act as an agent for us or our affiliates for any purpose. You are, and will remain, an independent contractor responsible for all obligations and liabilities of, and for all losses or damages to, the Agency and its assets, including any personal property, equipment, fixtures, or real property, and for all claims or demands based on damage to or destruction of property or based on injury, illness, or death of any person, directly or indirectly, resulting from the Agency's operation. Further, we and you are not and do not intend to be partners, joint venturers, associates, or employees of the other in any way, and we will not be construed to be jointly liable for any of your acts or omissions under any circumstances. We are not the employer or joint employer of your or the Agency's employees. You are solely responsible for managing and operating the Agency and all employment and personnel matters and decisions involving the Agency, including but not limited to the hiring, firing, supervision, direction, scheduling, and compensating of the Agency's employees. Notwithstanding your use of the ABS or any Third Party Materials, you are solely responsible and liable for understanding and following wage and hour laws as well as all other state, local, and federal laws applicable to the Agency's operation. You agree to identify yourself conspicuously in all dealings with customers, suppliers, public officials, Agency personnel, and others as the Agency's owner, operator, and manager under a franchise we have granted and to place notices of independent ownership at the Agency's Premises and on the printed materials, advertising, e-mails, and other materials we require from time to time.

We will not exercise direct or indirect control over the working conditions of Agency personnel, except to the extent such indirect control is related to our legitimate interest in protecting the quality of our services or brand. We do not share or codetermine the employment terms and conditions of the Agency's employees and do not affect matters relating to the employment relationship between you and the Agency's employees, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. To that end, you must notify Agency personnel that you are their employer and that we, as the franchisor of BrightStar Agencies, and our affiliates are not their employer and do not engage in any employer-type activities for which only franchisees are responsible, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. We do not reserve the right and expressly disavow any right or ability to control those employment and personnel matters or your employees (including the

Control Person, branch manager, DON, salesperson and/or other Key Positions). You also must obtain an acknowledgment (in the form we specify or approve) from all Agency employees that you (and not we or our affiliates) are their employer.

19. WRITTEN APPROVALS, WAIVERS, AND AMENDMENT

19.1 Approval Process

Whenever this Agreement requires our prior approval, you must make a timely written request. Unless a different time period is specified in this Agreement, we will respond with our approval or disapproval within thirty (30) calendar days. In addition, our approval will not be unreasonably withheld.

19.2 No Waiver

Our failure to exercise any power reserved in this Agreement, and customs or practices of the parties at variance with this Agreement's terms, will not constitute a waiver of our right to demand your exact compliance with this Agreement's terms. Our waiver or approval of one of your defaults will not be considered our waiver or approval of your preceding or subsequent breach of any term, covenant, or condition of this Agreement.

19.3 Amendments

This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors-in-interest. Subject to our right to modify the Operations Manual and System standards, this Agreement may not be modified except by a written agreement signed by both you and us that is specifically identified as an amendment to this Agreement.

19.4 Non-uniform Agreements

You acknowledge that currently-effective franchise agreements for BrightStar Agencies to which we are party with other franchisees contain, and franchise agreements we will sign in the future with new and existing franchisees of BrightStar Agencies will contain, provisions differing (in many cases materially) from those contained in this Agreement. Further, you agree that we may, due to local business conditions or otherwise, waive or modify comparable provisions of other franchise agreements granted to other BrightStar franchisees in a non-uniform manner, subject, however, to those provisions of this Agreement requiring us to act toward our franchisees and franchise owners on a reasonably nondiscriminatory basis.

20. NOTICES

Any notice required under this Agreement must be in writing and mailed by registered or certified mail, hand-delivered by a recognized courier service, personally delivered, or telecopied and acknowledged by appropriate means. Notices to you must be addressed to the address listed on the first page of this Agreement. Notices to us must be addressed to the address listed on the first page of this Agreement, Attention: President. Either party may modify or change its address for delivery of notice by notifying the other party in writing in a timely manner of such

modification or change. Any notice complying with these provisions will be deemed received five (5) days after the date of mailing or on the actual date of receipt, as the case may be, whichever is earlier.

21. GOVERNING LAW

This Agreement or any other agreement between you (or your owners) and us (or our affiliates), our relationship with you, the validity of this Agreement or any other agreement between you (or your owners) and us (or our affiliate), and any System standard will be governed by the laws of the State of Illinois, without regard to its conflict of laws rules, except that any Illinois law regulating the offer or sale of franchises, business opportunities, or similar interests, or governing the relationship between a franchisor and a franchisee or any similar relationship, will not apply unless its jurisdictional requirements are met independently without reference to this Section 21.

22. SEVERABILITY AND CONSTRUCTION

22.1 Severability

Should any provision of this Agreement for any reason be held invalid, illegal, or unenforceable, such provision will be deemed restricted in application to the extent required to render it valid, and the remainder of this Agreement will in no way be affected and will remain valid and enforceable for all purposes, both parties declaring they would have executed this Agreement without inclusion of such provision. If such total or partial invalidity or unenforceability of any provision exists only with respect to the laws of a particular jurisdiction, this Article 23 will operate upon such provision only to the extent the laws of such jurisdiction apply to such provision. Each party agrees to execute and deliver to the other any further documents reasonably required to effectuate fully the provisions of this Agreement. We have the right to reduce the scope of any covenant (or portion) in this Agreement binding upon you without your consent, effective immediately upon your receipt of written notice. You agree to comply with any covenant so modified, which will be fully enforceable.

22.2 Execution in Counterparts

This Agreement will become valid and enforceable only upon its full execution by you and us by either original signature or facsimile or electronic transmittal, notwithstanding that we and you are not signatories to the same original, facsimile, or electronically-transmitted counterpart of this Agreement and might sign this Agreement on different dates.

22.3 Headings and Captions

The headings and captions in this Agreement are for convenience and reference only and are not to be construed as part of this Agreement. All terms and words used will be construed to include the number and gender as the context of this Agreement may require. The parties agree that each section of this Agreement will be construed independently of any other section or provision of this Agreement.

22.4 Interpretation of Rights and Obligations

The following provisions apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties.

22.4.1 Our Rights. Whenever this Agreement provides that we have a certain right, that right is absolute, and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administer, develop, and change the System in any manner not specifically precluded by the provisions of this Agreement, although this right does not modify any express limitations set forth in this Agreement.

22.4.2 Our Reasonable Business Judgment. Whenever we reserve discretion in a particular area or agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise Reasonable Business Judgment in making a decision or exercising a right. Our decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or arguably preferable alternatives are available, if our decisions or actions are intended, in whole or significant part, to promote or benefit the System generally, even if the decision or action also promotes our financial or other individual interests. Examples of items promoting or benefiting the System include, without limitation, enhancing the value of the Licensed Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the System's competitive position.

23. ENTIRE AGREEMENT

The preambles and exhibits are part of this Agreement, which, together with any riders or addenda signed at the same time as this Agreement and the Operations Manual and System standards, constitutes our and your entire agreement and supersedes all prior and contemporaneous oral or written agreements and understandings between us and you relating to this Agreement's subject matter. There are no other oral or written representations, warranties, understandings, or agreements between us and you relating to this Agreement's subject matter. Notwithstanding the foregoing, nothing in this Agreement disclaims or requires you to waive reliance on any representation we made in the most recent franchise disclosure document (including its exhibits and amendments) we delivered to you or your representative. Any policies we adopt and implement from time to time to guide our decision-making are subject to change, are not a part of this Agreement, and do not bind us.

You acknowledge that you are entering into this Agreement as a result of your own independent investigation of our franchised business and not as a result of any representations about us made by our owners, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement or any disclosure document, prospectus, or other similar document given to you.

24. SPOUSAL OR LIFE-PARTNER CONSENT

Your spouse (including common law spouse) or life-partner ("Spouse") or, if you are a legal entity, each owner's Spouse, personally and unconditionally guarantees without notice, demand, or presentment the payment of all your monetary obligations under this Agreement as if

each Spouse were an original party to this Agreement in his or her individual capacity. All such Spouses further agree to be bound by the restrictions upon your activities upon transfer, termination, or expiration of this Agreement as if each were an original party to this Agreement in his or her individual capacity. All such Spouses must execute a spousal or life-partner consent in the form attached as Exhibit H. In the event of divorce and re-marriage, or subsequent marriage, you or, if you are a legal entity, your owners covenant and agree to give us a properly-executed spousal or life-partner consent in the form we prescribe.

25. ANTI-TERRORIST ACTIVITIES

You certify that neither you nor your owners, employees, or anyone associated with you is listed in the Annex to Executive Order 13224. (The Annex is available at <http://www.treasury.gov/offices/enforcement/ofac/sanctions/terrorism.html>.) You agree not to hire or have any dealings with a person listed in the Annex. You certify that you have no knowledge or information that, if generally known, would result in you or your owners, employees, or anyone associated with you being listed in the Annex to Executive Order 13224. You agree to comply and assist us to the fullest extent possible in our efforts to comply with the Anti-Terrorism Laws (as defined below). In connection with such compliance, you certify, represent, and warrant that none of your property or interests are subject to being “blocked” under any Anti-Terrorism Law and that you and your owners are not otherwise in violation of any Anti-Terrorism Law. You are solely responsible for ascertaining what actions must be taken to comply with all Anti-Terrorism Laws and specifically acknowledge and agree that your indemnification responsibilities provided in Section 18 pertain to your obligations under this Section 25. Any misrepresentation under this Section or any violation of the Anti-Terrorism Laws by you or your owners or employees will constitute grounds for immediate termination of this Agreement and any other agreement you have entered into with us or our affiliates in accordance with the terms of Section 12. “Anti-Terrorism Laws” include Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and any other requirements of any Governmental Authority (including, without limitation, the United States Department of Treasury Office of Foreign Assets Control) addressing or in any way relating to terrorist acts and acts of war.

26. ACKNOWLEDGMENTS

You acknowledge the truthfulness and accuracy of the acknowledgments signed and attached as Exhibit G.

27. NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES

The following provision applies only to franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

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

FRANCHISOR (US):
BRIGHTSTAR FRANCHISING, LLC

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE (YOU):

By: _____
Name: _____
Title: _____

FRANCHISEE (YOU):

By: _____
Name: _____
Title: _____

FRANCHISEE (YOU):

By: _____
Name: _____
Title: _____

FRANCHISEE (YOU):

By: _____
Name: _____
Title: _____

EXHIBIT A

DECLARATIONS PAGE

1. **PROTECTED TERRITORY**. The Protected Territory granted to you in Section 1.1 of the Agreement will consist of the following Zip Codes: _____

_____.

2. **PREMISES**. The only Premises from which the Agency is to be operated pursuant to Section 1.4 of the Agreement is:_____

_____.

3. **INITIAL FRANCHISE FEE**. The Initial Franchise Fee payable pursuant to Section 4.1.1 is _____.

EXHIBIT B-1

**AUTHORIZATION
TO INITIATE DEBIT ENTRIES
FOR FRANCHISE SERVICE FEES**

_____, the undersigned franchisee, hereby authorizes BrightStar Franchising, LLC, a Delaware limited liability company, to initiate debit entries to the checking account indicated below at the depository identified below, hereinafter referred to as "Depository", to debit to such account the amount of such entry reflecting service fees and other amounts that become payable by the undersigned to BrightStar Franchising, LLC:

Depository Name: _____

Depository Branch: _____

Depository Address: City _____ State _____ Zip _____

Routing Number: _____

Account Name: _____

Account Number _____

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that:

This authorization is to remain in full force and effect until BrightStar Franchising, LLC has received advance written notification of its termination from the undersigned in such manner as to afford BrightStar Franchising, LLC and Depository reasonable time and opportunity to act upon such notification.

IN WITNESS WHEREOF, this authorization has been executed on _____.

FRANCHISEE (YOU):

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

EXHIBIT B-2

**AUTHORIZATION
TO INITIATE DEBIT ENTRIES
FOR FRANCHISE SERVICE FEES**

_____, the undersigned franchisee, hereby authorizes BrightStar Technology Group, LLC, a Delaware limited liability company, to initiate debit entries to the checking account indicated below at the depository identified below, hereinafter referred to as "Depository", to debit to such account the amount of such entry reflecting service fees and other amounts that become payable by the undersigned to Technology Group, LLC:

Depository Name: _____

Depository Branch: _____

Depository Address: City _____ State _____ Zip _____

Routing Number: _____

Account Name: _____

Account Number _____

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that:

This authorization is to remain in full force and effect until BrightStar Technology Group, LLC has received advance written notification of its termination from the undersigned in such manner as to afford BrightStar Technology Group, LLC and Depository reasonable time and opportunity to act upon such notification.

IN WITNESS WHEREOF, this authorization has been executed on _____.

FRANCHISEE (YOU):

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT C

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, _____ *[insert legal entity used on the lease]* the undersigned (“Assignor”), doing business as BrightStar Care of _____ *[insert territory/dba name]*, hereby assigns, transfers and sets over unto BrightStar Franchising, LLC, an Illinois limited liability company, with an address of 2275 Half Day Road, Suite 210 Bannockburn, Illinois 60015 (“Assignee”) all of Assignor’s right, title and interest as tenant in, to and under that certain lease, a copy of which is attached hereto as Schedule 1 (the “Lease”) respecting Premises at _____ *[insert address of leased space]*. This agreement is for collateral purposes only and except as specified herein, Assignee will have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment of the Lease unless Assignee takes possession of the Premises pursuant to the terms hereof and assumes the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein and that Assignor has not previously, and is not obligated to, assign or transfer any of its interest in the Lease or the Premises.

Upon a default by Assignor under the Lease or under the franchise agreement for a BrightStar Care Agency Program between Assignee and Assignor (the “Franchise Agreement”), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, or upon expiration or termination of the Franchise Agreement, Assignee will have the right and is hereby empowered to take possession of the Premises, expel Assignor therefrom, and, in such event, Assignor will have no further right, title or interest in the Lease.

Assignor agrees it will not allow or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Assignee. Through the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it may elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days prior to the last day that such option must be exercised, unless Assignee otherwise agrees in writing. Upon failure of Assignee to otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as stated herein, Assignor hereby appoints Assignee as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place and stead of Assignor for the sole purpose of effecting such extension or renewal.

[SIGNATURES AT END OF EXHIBIT]

CONSENT AND AGREEMENT OF LESSOR

The undersigned Lessor under the afore-described Lease hereby:

a. Agrees to notify Assignee in writing at the address noted in the opening paragraph, of and upon the failure of Assignor to cure any default by Assignor under the Lease;

b. Agrees that Assignee will have the right, but not the obligation, to cure any default by Assignor under the Lease within 30 days after delivery by Lessor of notice thereof in accordance with Paragraph (a) above;

c. Consents to the foregoing Collateral Assignment and agrees that if Assignee takes possession of the Premises and confirms to Lessor the assumption of the Lease by Assignee as tenant thereunder, Lessor will recognize Assignee as tenant under the Lease, provided that Assignee cures within such 30-day period the defaults of Assignor under the Lease;

d. Agrees that Assignee may further assign the Lease or its interest therein or sublet the Premises to a person, firm or corporation who is a BrightStar Care Agency Program franchisee who is reasonably acceptable to Lessor. In the case of an assignment, Assignee will have no further liability or obligation under the Lease as assignee, tenant or otherwise. In the case of an assignment or sublease, this Consent and Agreement of Lessor will continue to apply with respect to any such subsequent BrightStar Care Agency Program franchisee.

e. Scanned or facsimile signatures shall be binding as if original.

ASSIGNOR / FRANCHISEE:

[insert legal entity / name on lease above]

By: _____
[Signature above]

Printed Name: _____

Title: _____
(Affix Corporate Seal, if any)

Date: _____

ASSIGNEE/FRANCHISOR:

BRIGHTSTAR FRANCHISING, LLC

By: _____

Name: _____

Title: _____
(Affix Corporate Seal, if any)

Date: _____

LESSOR/LANDLORD:

[insert legal entity / name on lease above]

By: _____
[Signature above]

Printed Name: _____

Title: _____
(Affix Corporate Seal, if any)

Date: _____

EXHIBIT D

FRANCHISEE OWNERSHIP AND MANAGEMENT INFORMATION

1. Form of Entity.

a. Corporation. You were incorporated on _____, under the laws of the State of _____. You have not conducted business under any name other than your corporate name. The following is a list of all of your directors and officers as of _____

Name of Each Director/Officer	Position(s) Held
_____	_____
_____	_____

b. Limited Liability Company. You are a limited liability company formed on _____, under the laws of the State of _____. You have not conducted business under any name other than your limited liability company name. The following is a list of all of your members as of _____.

Name of Each Member
(Identify the Managing Member)

2. Owners.

You and each of your owners represent and warrant that the following is a complete and accurate list of all your direct and indirect owners, including the full name and mailing address of each direct and indirect owner, and fully describes the nature and extent of each owner's interest in you. (By "indirect" owners, we mean that, if any or your direct owners is a legal entity, you also must completely and accurately list and provide the same information for all of the owners of that entity. In other words, you must identify the complete ownership structure all the way up the ownership chain, until you identify the individual people who are investing in your entities.) You and each owner—as to his, her, or its ownership interest—represent and warrant that each owner is the sole and exclusive legal and beneficial owner of his, her, or its ownership interest in you, free and clear of all liens, restrictions, agreements, and encumbrances of any kind or nature, other than those required or permitted by this Agreement. Your failure to provide a complete and accurate list of all your direct and indirect owners is a default under the Franchise Agreement.

Owner's Name and Address

Description of Interest, Including
Percentage of Ownership Interest

Submitted by you on _____.
_____, a _____
corporation/limited liability Franchisee

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Owner

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Accepted by BrightStar Franchising, LLC, and made a part of the Agency Franchise Agreement as of _____.

BRIGHTSTAR FRANCHISING, LLC

By: _____
Name: _____
Title: _____

EXHIBIT E

PERSONAL GUARANTEE AND AGREEMENT TO BE BOUND PERSONALLY BY THE TERMS AND CONDITIONS OF THE FRANCHISE AGREEMENT

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the “**Agreement**”) on this date by BrightStar Franchising, LLC, an Illinois limited liability company (“**Franchisor**”), each of the undersigned personally and unconditionally (a) guarantees to Franchisor and its successors and assigns, for the term of the Agreement (including, without limitation, any extensions of its term) and afterward as provided in the Agreement, that _ (“**Franchisee**”) will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement (including, without limitation, any amendments or modifications of the Agreement) and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including, without limitation, any amendments or modifications of the Agreement), including (i) monetary obligations, (ii) obligations to take or refrain from taking specific actions and to engage or refrain from engaging in specific activities, including, but not limited to, the non-competition, confidentiality, and transfer requirements, and (iii) the enforcement and other provisions in the Agreement, including the arbitration provision.

Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors; (2) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon Franchisor’s pursuit of any remedies against Franchisee or another person; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence Franchisor may from time to time grant to Franchisee or to another person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including, without limitation, any release of other guarantors), none of which will in any way modify or amend this Guaranty, which will continue and be irrevocable during the term of the Agreement (including, without limitation, any extensions of its term) and afterward for so long as any performance is or might be owed under the Agreement by Franchisee or any of its owners and for so long as Franchisor has any cause of action against Franchisee or any of its owners; (5) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement and despite the transfer of any interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers; and (6) any Franchisee indebtedness to the undersigned, for whatever reason, whether currently existing or hereafter arising, will at all times be inferior and subordinate to any indebtedness owed by Franchisee to Franchisor or its affiliates.

Each of the undersigned waives: (i) all rights to payments and claims for reimbursement or subrogation which the undersigned may have against Franchisee arising as a result of the undersigned’s execution of and performance under this Guaranty; (ii) acceptance and notice of acceptance by Franchisor of his or her undertakings under this Guaranty, notice of demand for

payment of any indebtedness or non-performance of any obligations hereby guaranteed, protestand notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices to which he or she may be entitled; and (iii) all rights to assert or plead any statute of limitations or other limitations period as to or relating to this Guaranty. The undersigned expressly acknowledges that the obligations under this Guaranty survive expiration or termination of the Agreement.

If Franchisor seeks to enforce this Guaranty in an arbitration, judicial, or other proceeding and prevails in that proceeding, Franchisor is entitled to recover its reasonable costs and expenses (including, but not limited to, attorneys' fees, arbitrators' fees, expert witness fees, costs of investigation and proof of facts, court costs, other arbitration or litigation expenses, and travel and living expenses) incurred in connection with such proceeding. If Franchisor is required to engage legal counsel in connection with the undersigned's failure to comply with this Guaranty, the undersigned must reimburse Franchisor for any of the above-listed costs and expenses Franchisor incurs, even if Franchisor does not commence a judicial or arbitration proceeding.

Subject to the arbitration obligations (as set forth in the Agreement) and the provisions below, each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between Franchisor and the undersigned, must be brought exclusively in the state or federal court of general jurisdiction in the state, and in (or closest to) the city, where Franchisor has its principal business address when the action is commenced, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned agrees that Franchisor may enforce this Guaranty and any arbitration orders and awards in the courts of the state or states in which he or she is domiciled. FRANCHISOR AND THE UNDERSIGNED IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ANY OF THEM. EACH ACKNOWLEDGES THAT THEY MAKE THIS WAIVER KNOWINGLY, VOLUNTARILY, WITHOUT DURESS, AND ONLY AFTER CONSIDERATION OF THIS WAIVER'S RAMIFICATIONS.

PERSONAL GUARANTORS:

(signature)

(signature)

Print Name, Individually

Print Name, Individually

Address

Address

City State Zip Code

City State Zip Code

Telephone

Telephone

EXHIBIT F

ADDENDUM TO FRANCHISE AGREEMENT

This first addendum (the “Addendum”) to the BrightStar Franchising, LLC Agency Franchise Agreement is made and entered into as of (the “Effective Date”) by and between BrightStar Franchising, LLC, an Illinois limited liability company with its principal place of business at 2275 Half Day Road, Suite 210, Bannockburn, Illinois 60015 (“we,” “us,” or “our”), and _____, with an address at _____ (“you” or “your”). All capitalized terms not defined in this Addendum have the meanings ascribed to them in the Franchise Agreement (defined below). To the extent the terms of this Addendum are inconsistent with any terms of the Franchise Agreement, the terms of this Addendum will supersede and govern.

RECITALS

A. On or about _____, the parties entered into a BrightStar Franchising, LLC Agency Franchise Agreement (the “Franchise Agreement”), pursuant to which we granted you the right to operate a BrightStar Care Agency located at _____ (the “Franchised Business”).

B. On ____, we, you, and entered into an Assignment and Consent Agreement pursuant to which you purchased the assets and right to operate the Franchised Business.

C. In accordance with the transfer conditions set forth in the Assignment and Consent Agreement, the parties wish to amend the Franchise Agreement pursuant to the terms and conditions set forth in this Addendum.

AGREEMENT

NOW THEREFORE, in consideration of the agreements, covenants, and promises contained in this Addendum and for consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Section 1.5 Performance Standards. Section 1.5 of the Franchise Agreement is deleted in its entirety and replaced with the following:

[INSERT APPLICABLE PERFORMANCE STANDARDS]

2. Entire Agreement. This Addendum constitutes the entire agreement between the parties with respect to the subject matter hereof. No amendment will be binding unless in writing and signed by a party against whom enforcement is sought.

3. Counterparts. This Addendum may be executed in more than one counterpart, each of which will constitute an original copy.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Addendum the date and year first written above.

**FRANCHISOR:
BRIGHTSTAR FRANCHISING, LLC**

By: _____
Name: _____
Title: _____

FRANCHISEE (YOU):

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT G

ACKNOWLEDGMENT ADDENDUM TO BRIGHTSTAR FRANCHISING, LLC AGENCY FRANCHISE AGREEMENT

THIS DOCUMENT SHALL NOT BE SIGNED BY YOU, AND WILL NOT APPLY, IF THE OFFER OR SALE OF THE FRANCHISE IS SUBJECT TO THE STATE FRANCHISE REGISTRATION/DISCLOSURE LAWS IN THE STATES OF CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

As you know, you and we are entering into a Franchise Agreement for the operation of a BrightStar Care Agency Franchise. The purpose of this Acknowledgment Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgments and Representations.

1. Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least fourteen calendar days prior to signing the Agreement? Check one: () Yes () No. If no, please comment: _____

2. Have you studied and carefully reviewed our Disclosure Document and Franchise Agreement? Check one: () Yes () No. If no, please comment: _____

3. Did you understand all the information contained in both the Disclosure Document and Franchise Agreement? Check one () Yes () No. If no, please comment: _____

4. Was any oral, written, or visual claim or representation made to you which contradicted the disclosures in the Disclosure Document? Check one: () No () Yes. If yes, please state in detail the oral, written, or visual claim or representation: _____

5. Did any employee or other person speaking on behalf of BrightStar Franchising, LLC make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any BrightStar Franchising, LLC location or business, or the likelihood of success at your franchised business? Check one: () No () Yes. If yes, please state in detail the oral,

written or visual claim or representation:

6. Did any employee or other person speaking on behalf of BrightStar Franchising, LLC make any statement or promise regarding the costs involved in operating a franchise that is contrary to, or different from, the information contained in the Disclosure Document? Check one: () Yes () No. If yes, please comment:
-
-
7. Do you understand that the estimated initial investment range outlined in Item 7 of the Disclosure Document includes only 90 days of operating expenses for the first Agency you open and does not include additional working capital for accounts receivables or incremental working capital needed for opening additional agencies? Check one: () Yes () No. If no, please comment:
-
-
8. Except as stated in Item 19, did any employee or other person speaking on behalf of BrightStar Franchising, LLC make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any BrightStar Franchising, LLC location or business, or the likelihood of success at your franchised business? Check one: () Yes () No. If yes, please state in detail the oral, written or visual claim or representation:
-
9. Do you understand that the franchise granted is for the right to develop a BrightStar Care Agency in a certain Protected Territory and that we and our affiliates have the right to issue franchises or operate competing businesses for or at locations as explained in more detail in Section 1.6 of the Franchise Agreement? Check one: () Yes () No. If no, please comment: _____
-
10. Do you understand that the Agreement and Disclosure Document contain the entire agreement between you and us concerning your BrightStar franchise rights, meaning that any prior oral or written statements not set out in the Agreement or Disclosure Document will not be binding? Check one: () Yes () No. If no, please comment:
-
-
11. Do you understand that you are bound by the non-compete covenants (both in-term and post-term) listed in Sections 11.3 and 11.4 and that an injunction is an appropriate remedy to protect the interest of the BrightStar Franchising system if you violate the covenant(s)? Further, do you understand that the term “you” for purposes of the non-compete covenants is defined broadly such that any actions in violation of the covenants by those holding any interest in the franchisee entity may result in an injunction, default and termination of the

Franchise Agreement? Check one (___) Yes (___) No. If no, please comment:

- 12 On the receipt pages of your Disclosure Document you identified _____ as the franchise sellers involved in this franchise sales process. Are the franchise sellers identified above the only franchise sellers involved with this transaction? Check one () Yes () No. If no, please identify any additional franchise sellers involved with this transaction:

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.

Signed: _____

Print Name: _____

Date: _____

Signed: _____

Print Name: _____

Date: _____

APPROVED ON BEHALF OF
BRIGHTSTAR FRANCHISING, LLC

By: _____

Name: _____

Title: _____

EXHIBIT H

SPOUSAL OR LIFE-PARTNER CONSENT

NOTE: EACH SPOUSE (INCLUDING COMMON LAW SPOUSE) OR LIFE-PARTNER OF FRANCHISEE OR, IF FRANCHISEE IS A LEGAL ENTITY, THE SPOUSE (INCLUDING COMMON LAW SPOUSE) OR LIFE-PARTNER OF EACH OWNER OF FRANCHISEE MUST SIGN THIS SPOUSAL OR LIFE-PARTNER CONSENT.

The individual(s) listed below represents to BrightStar Franchising, LLC's ("Company") that each is the spouse (including a common law spouse) or life -partner of the individual(s) who have signed an Agreement with the Company dated _____.

In consideration of the grant by the Company to Franchisee under the Agreement, each of the individual spouses (including common law spouse) or life-partner listed below agrees, in consideration of benefits received and to be received by each of them, jointly and severally, and for themselves, their heirs, legal representatives and assigns that they, and each of them:

- a. has received a complete and final copy of the Agreement;
- b. has reviewed and understands the Agreement;
- c. must be firmly bound by all of the terms, provisions and conditions of the Agreement;
- d. unconditionally guarantee the full and timely performance by Franchisee of all of Franchisee's obligations under the Agreement, including, without limitation, any of Franchisee's indebtedness arising under or by virtue of the Agreement; and
- e. agree to be bound by the in-term and post-term covenants of the Agreement.

EXHIBIT I

**CONDITIONAL ASSIGNMENT
OF YOUR TELEPHONE NUMBERS**

1. _____, doing business at _____
("Assignor"), in exchange for valuable consideration provided by BrightStar Franchising, LLC
("Assignee"), receipt of which is hereby acknowledged, conditionally assigns to Assignee all
telephone numbers and listings obtained and utilized by Assignor in the operation of the Agency
operated under this Agreement.

2. The conditional agreement will become effective automatically upon termination of
Assignor's franchise. Upon the occurrence of that condition, Assignor must do all things required
by the telephone company to assure the effectiveness of the assignment of telephone numbers as
if the Assignee had been originally issued such telephones, telephone numbers, telephone listings,
and the usage thereof.

3. Assignor agrees to pay the telephone company on or before the effective date of assignment
all amounts owed for the use of the telephone number(s) including, without limitation, Yellow
Pages advertising. Assignor further agrees to indemnify Assignee for any sums Assignee must pay
the telephone company to effectuate this agreement and agrees to fully cooperate with the
telephone company and Assignee in effectuating this assignment.

ASSIGNOR:

By: _____
Name: _____
Title: _____

Date: _____

By: _____
Name: _____
Title: _____

Date: _____

ASSIGNEE

BRIGHTSTAR FRANCHISING, LLC

By: _____
Name: _____
Title: _____

EXHIBIT J

SITE SELECTION ADDENDUM

BrightStar Franchising, LLC (“we,” “us,” or “our”) and _____ (“you”) have as of _____, entered into the Agreement for the operation of an agency providing and marketing supplemental healthcare staff to institutional clients and comprehensive personal care and medical services to private-duty clients using our Licensed Marks and System (the “Agency”) and desire to supplement its terms, as set forth below. The parties therefore agree as follows:

1. Within one hundred twenty (120) days after you receive notice of approval of the Agreement, you must secure a site, at your expense, for the business franchised under the Agreement (the “Franchised Business”), which site we must approve as provided below. The site will be within the following territory: _____ (the “Site Selection Territory”).

2. Your failure to secure a site for the Agency within the time required in Paragraph 1 will constitute a default under the Agreement and this Site Selection Addendum. Time is of the essence.

3. Before you secure a site for the Agency, you must submit to us, in the form we specify, such information or materials we may reasonably require per the Franchise Agreement and Operations Manual or other evidence satisfactory to us confirming your favorable prospects for obtaining the proposed site. (For the avoidance of doubt, if an affiliate of yours intends to purchase and own the site from which you plan to operate the Agency, our approval rights described in this Paragraph 3 likewise apply to the site proposed for purchase by your affiliate. We must pre-approve that proposed site. You may not own the site from which you plan to operate the Agency. You must lease the site from a third party, whether or not affiliated with you.) Recognizing that time is of the essence, you must submit a proposed site to us, together with the information and materials required by this Paragraph 3, for our approval no later than one hundred ten (110) days after execution of this Site Selection Addendum. We will have ten (10) days after receiving such information and materials from you to approve or disapprove the site as a location for the Agency. No proposed site will be deemed approved unless we have expressly approved it in writing.

4. We will grant you access to the Operations Manual, which outlines such site selection guidelines, consultation, and on-site evaluation we deem advisable as part of our evaluation of your request for site approval. We will not, however, provide on-site evaluation for any proposed site before we receive the information and materials required by Paragraph 3. If we deem on-site evaluation necessary and appropriate, we will conduct up to two (2) on-site evaluations at our cost. For each additional on-site evaluation (if any), you must reimburse our reasonable expenses, including, without limitation, the costs of travel, lodging, and meals.

5. You must send us the proposed lease for your site for our written approval before you sign it. (For the avoidance of doubt, if an affiliate of yours owns the premises (see Paragraph

3 above), you must execute a separate lease with that affiliate governing the terms of your possession and occupancy of the premises, and such lease must be sent to us for our written approval before you sign it.) Our approval of any lease (even if the lease is between you and your affiliate) will be conditioned upon your execution of a Collateral Assignment of Lease in the form we prescribe and inclusion of the terms and conditions prescribed in the Operations Manual, including but not limited to:

- That the initial term of the office building lease will be for a minimum of one year;
- That the lessor consents to your use of such Licensed Marks and initial signage as we may prescribe for the Agency;
- That use of the premises be restricted solely to the operation of the Agency;
- That you be prohibited from subleasing or assigning all or any part of your occupancy rights or extending the term of or renewing the lease without our prior written consent;
- That the lessor provide us copies of any and all notices of default given to you under the lease;
- That we (or our designee) have the right to enter the premises to make modifications necessary to protect the Licensed Marks or the System or to cure any default under the Agreement or under the lease; and
- That we (or our designee) have the option, upon default, expiration, or termination of the Agreement, and upon notice to the lessor, to assume all of your rights under the lease terms, including the right to assign or sublease.

6. You must give us a copy of any executed lease and Collateral Assignment of Lease within ten (10) days after signing them.

7. After we have approved a site for the Agency in writing and you have secured the site pursuant to an approved lease, and a copy of the executed lease and Collateral Assignment of Lease has been provided to us, the site will constitute the Premises referred to in Section 1.4 of the Agreement.

8. You acknowledge and agree that our approval of a site does not constitute an assurance, representation or warranty of any kind, express or implied, as to the site's suitability for the Agency or any other purpose. Our approval of the site indicates only that we believe the site complies with acceptable minimum criteria we establish solely for our purposes as of the time of the evaluation. Both parties to this Agreement acknowledge that application of criteria that have been effective with respect to other sites and premises may not predict the potential for all sites and that, after our approval of a site, demographic and/or economic factors included in or excluded from our criteria could change, thereby altering the site's potential. Such factors are unpredictable

and beyond our control. We will not be responsible for the failure of a site we approve to meet your expectations as to revenue or operational criteria. You further acknowledge and agree that your acceptance of a franchise for the Agency's operation at the site is based on your own independent investigation of the site's suitability.

9. This Site Selection Addendum constitutes an integral part of the Agreement between the parties and will control the subject matter it addresses. Except as modified or supplemented by this Site Selection Addendum, the Franchise Agreement's terms are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum on the day and year first above written.

FRANCHISOR:
BRIGHTSTAR FRANCHISING, LLC

By: _____
Name: Pete First
Title: Chief Development Officer

FRANCHISEE (YOU):

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT K

CONTROL PERSON ADDENDUM

1. Control Person. You (or, if you are an entity, your owner) must be the Control Person. We require that your Agency at all times be under your designated Control Person's direct supervision. You represent and warrant to us that the following person, and only the following person, is currently the Control Person:

NAME

TITLE

ADDRESS

2. Control Person's Responsibilities. Your Control Person must meet our standards and requirements, including (1) living within one-hour drive-time of the Protected Territory, (2) being in the office, or at minimum in the Protected Territory, on a daily full-time basis, and (3) successfully completing our initial training program. If the Protected Territory is one of multiple protected territories you own, the Control Person must meet our standards and requirements, including (1) taking ownership of day-to-day operations and local management teams in the protected territories for which the individual is a Control Person, (2) being in one of the protected territories' offices (or at minimum in one of the protected territories) on a daily full-time basis, and (3) successfully completing our initial training program. Your Control Person is the individual who has the authority to actively direct your business affairs regarding the Agency, is responsible for overseeing the general management of the Agency, and has authority to sign all contracts. You must seek our approval if you want the Control Person to be someone other than you (or your owner) during the franchise term. Prior to there being any change to your designated Control Person, you must give us advance written notice and obtain our approval of this change, and we must confirm that your proposed replacement Control Person meets our then-current Control Person standards and requirements.

3. Default of the Agreement. You will be in default under the Franchise Agreement if any of the following occurs: (i) at any time during the Franchise Agreement's term, your Agency is not under the designated Control Person's direct supervision, (ii) you designate a replacement Control Person without first providing us with advance written notice of this change and we approve the change, or (iii) any replacement Control Person does not meet our then-current Control Person standards and requirements (referenced above). Upon any of these occurrences, we have the right, after giving you advance written notice of the default and a 15-day opportunity to cure the default, to terminate the Franchise Agreement.

FRANCHISOR:
BRIGHTSTAR FRANCHISING, LLC

By: _____
Name: Pete First
Title: Chief Development Officer

FRANCHISEE (YOU):

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT L

FRANCHISOR AND FRANCHISEE ACKNOWLEDGMENTS

We and you acknowledge the following:

You will be a corporation owned initially in majority by the corporation's 401(k) plan and in minority by _____ in (their/his/her) individual legal capacity. The 401(k) plan will not be a guarantor of franchise royalty payments or any other payment obligations under the Franchise Agreement, including, but not limited to, Section 14.2 of the Agreement. This does not relieve _____ in (their/his/ her) individual legal capacity from (their/his/her) obligation to personally guarantee performance under the Franchise Agreement.

Additionally, _____ will be treated as the principal owner(s) for purposes of operational obligations, training requirements, or other provisions in the contract that require such performance of the "owners," since instead the majority shareholder will at least initially be the corporation's 401(k) plan. The mix of 401(k) and individual ownership outlined in the above paragraph will be permitted under the Franchise Agreement.

Finally, transfer fee provisions and transfer restrictions contained in, but not limited to, Section 12 of the Franchise Agreement will not apply to redemptions of stock by the corporation that is initially held by the 401(k) plan. The purpose of this paragraph is to permit _____ to cause the corporation to redeem stock from the 401(k) so that (they/he/she) will eventually own and control 100% of the stock in (their/his/her) individual legal capacity.

This addendum supersedes any contradictory provisions in or any other modifications to the Franchise Agreement and is incorporated into the Franchise Agreement in its entirety. It does not change the enforceability of the contract in any manner against _____ acting in (their/ his / her) individual legal capacity in using (their/his/her) own assets to guarantee performance under the Franchise Agreement.

FRANCHISEE (YOU):

FRANCHISOR:

BRIGHTSTAR FRANCHISING, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT M

BUSINESS ASSOCIATE AND CONFIDENTIALITY AGREEMENT

_____ (“Covered Entity”) and BrightStar Franchising, LLC (“BrightStar” or “Business Associate”) hereby enter into this Agreement, effective as of Effective Date of the Franchise Agreement (the “Effective Date”).

Recitals

A. BrightStar arranges for certain products and services (the “Services”) as a franchisor, to Covered Entity as a franchisee, as set forth in the BrightStar Franchising, LLC Agency Franchise Agreement between Covered Entity and BrightStar (“Franchise Agreement”).

B. The Parties’ performance under the Franchise Agreement may or will require Covered Entity to disclose and/or provide to Business Associate private and/or protected health and/or medical information as defined under, and governed by, applicable state law and Individually Identifiable Health Information and/or Electronic Protected Health Information as defined in the Health Insurance Portability and Accountability Act (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and/or regulations promulgated under such laws (state law, HIPAA, and HITECH are hereafter referred to collectively as “Privacy Laws”) and may or will require BrightStar to receive, access, review, maintain, retain, modify, record, store, forward, produce, hold, use, create, disclose, and/or destroy such information (the “PHI”).

C. BrightStar’s performance of the Services may give rise to certain legal obligations under Privacy Laws and BrightStar may be considered a “business associate” and franchisee may be a “covered entity” as those terms are defined in 45 C.F.R. § 160.103. This Agreement will not apply to relationships between the parties where BrightStar is not considered a “business associate” as defined in 45 C.F.R. 160.103.

Accordingly, the parties hereto (“Parties”) agree to the terms and conditions set forth below:

Terms of Agreement

1. **Performance and Compliance With Law.** The Parties will work together in good faith to determine applicability of Privacy Laws, to comply with applicable Privacy Laws, and to amend this Agreement as necessary for Covered Entity and Business Associate to comply with applicable Privacy Laws, as modified and/or supplemented from time to time.

2. **Interpretation.** Any ambiguity herein must be resolved in favor of a meaning that permits both Covered Entity and Business Associate to comply with applicable Privacy Laws, consistent with the Franchise Agreement. Terms that are not otherwise defined herein shall have the meaning given to them by HIPAA, the HITECH Act, and their implementing regulations.

3. **Privileges and Protections.** This Agreement does not constitute or evidence a waiver of, nor does it amend, the attorney-client privilege, the attorney work-product doctrine, and/or any other applicable privileges or protections.

4. Business Associate's Obligations.

4.1 Handling of the PHI and Safeguards. Business Associate agrees to prevent access, use and/or disclosure of PHI other than as permitted or required by this Agreement and/or applicable Privacy Laws, and will implement and use, at all times, appropriate administrative, physical and technical safeguards to (i) prevent access, use or disclosure of PHI other than as permitted by this Agreement and/or Privacy Laws; and (ii) reasonably and appropriately protect the confidentiality, integrity, security, and availability of PHI.

4.2 Minimum Necessary Use and Disclosure. Business Associate will determine the amount of PHI necessary for performance of the Services and will make reasonable efforts to limit the receipt, use, and disclosure of PHI to the minimum necessary as required by the Privacy Laws.

4.3 Data Aggregation and De-identification. Business Associate may use PHI to aggregate information to provide reports regarding health care operations to Covered Entity. The parties agree that the Business Associate may de-identify PHI as defined by and in compliance with Privacy Laws, and may use such de-identified information as permitted by applicable law.

4.4 Management and Administration. Business Associate may use and disclose PHI for management and administrative purposes. In doing so, Business Associate will comply with all applicable Privacy Laws and with Covered Entity's obligations under subpart E of 45 CFR Part 164.

4.5 Disclosures to Subcontractors and/or Third Parties. Business Associate shall ensure that all representatives, subcontractors, persons and/or entities (other than entities that are merely conduits) to whom Business Associate discloses or provides the PHI execute a written Business Associate Agreement, as required under the Privacy Laws, in which such third persons and/or entities expressly agree to the same restrictions and conditions that apply to Business Associate hereunder, as applicable. If a Business Associate Agreement is not required by the Privacy Laws, Business Associate shall obtain reasonable assurances from all persons and entities who have access to or are recipients of the PHI that: (i) the PHI will be held confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and (ii) the third party will promptly notify Business Associate of any Compromise of PHI, and Business Associate will, in turn, notify Covered Entity.

4.6 Access to, or Amendment of, PHI. If Business Associate maintains any PHI in a Designated Record Set on behalf of Covered Entity, Business Associate agrees:

- (a) to provide access to the PHI in a Designated Record Set to authorized individuals as required by Privacy Laws and in the time, manner, and format designated by such individuals to the extent required by Privacy Laws; and
- (b) to make any amendment(s) to PHI in a Designated Record Set as requested by Covered Entity and/or authorized individuals pursuant to 45 C.F.R. § 164.526.

4.7 Restrictions on PHI. Business Associate will comply with any patient restrictions on the Use and Disclosure of PHI requested by Covered Entity under Section 5.3 below.

4.8 Accounting of PHI Disclosures. Business Associate will document and report to Covered Entity all disclosures of PHI that are required for Covered Entity to provide an accounting under 45 C.F.R. § 164.528 and/or the Privacy Laws. If an individual contacts Business Associate directly for such an accounting, Business Associate will direct the individual to contact Covered Entity.

4.9 Reporting of Violations and Security Incidents. Business Associate will promptly report to Covered Entity any impermissible use or disclosure under Privacy Laws of which it becomes aware that Compromises the security or privacy of the PHI (“Breach”). Business Associate will include in the report of Breach the following information if known or can be reasonably obtained:

- (a) Contact information for individuals who may be impacted by the Breach;
- (b) The date of Breach and a brief description of the circumstances surrounding the breach;
- (c) A description of the type of information involved; and
- (d) What Business Associate is doing to investigate the Breach and mitigate harm to individuals.

In addition, Business Associate will report attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system that does not Compromise the security or privacy of the PHI (“Security Incidents”). Business Associate will identify and respond internally to suspected or known Security Incidents, and will mitigate, to the extent practicable, their harmful effects, document their outcomes, and provide such documentation to Covered Entity upon request. Notice is hereby deemed provided, and no further notice will be given, with respect to routine unsuccessful attempts at unauthorized access to the PHI such as pings and other broadcast attacks on firewalls, denial of service attacks, failed login attempts, and port scans.

The parties will meet and confer in good faith before notifying affected individuals, government agencies, and/or commencing any legal action regarding any suspected or actual Breach or Security Incident and/or breach of this Agreement, and shall comply with applicable Privacy Laws regarding the need for and nature of any notification of individuals or reporting to government agencies.

4.10 Mitigation and Notification. Mitigation efforts by Business Associate shall not require Business Associate to pay the costs of credit monitoring or other similar credit protection services unless required by law. Business Associate will not be responsible for notifying individuals of a Breach and will not be responsible for any notification costs.

4.11 Audits and Inspections. Business Associate will make its internal practices, books, and such records as are not protected by applicable legal privilege or work product protection relating to the use, disclosure, and/or compromise of PHI available to Covered Entity to determine compliance with applicable Privacy Laws and this Agreement, and to the Secretary of the United States, Department of Health and Human Services and/or other authorized lawful authority as required by law or authorized by Covered Entity in writing.

4.12 Prohibition on Sale of PHI and use of PHI for Marketing. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, and will not use or disclose PHI for Fundraising and/or Marketing purposes, except with prior written consent of Covered Entity and in accordance with applicable Privacy Laws.

5. Covered Entity's Obligations.

5.1 HIPAA Compliance. Covered Entity agrees that it will comply with Privacy Laws, including, but not limited to, using appropriate safeguards to protect the privacy, security, and integrity of electronic PHI and training workforce members on the appropriate use of the Athena Business System.

5.2 Notice of Privacy Practices. Covered Entity is responsible for using the services of Business Associate in accordance with its Notice of Privacy Practices (NPP). Covered Entity will provide a copy of its NPP to Business Associate upon request.

5.3 Restrictions and Revocations. Covered Entity will promptly notify Business Associate in writing of any patient-requested restrictions, changes to, or revocation of, consent and/or authorization to use and/or disclose PHI that may affect Business Associate's ability to perform its obligations under this Agreement or the Franchise Agreement.

5.4 Compliant Requests. Covered Entity will not request or cause Business Associate to make a Use or Disclosure of PH in a manner that does not comply with Privacy Laws.

5.5 Authorizations. Covered Entity will obtain all consents and authorizations necessary and/or required by law for Covered Entity and Business Associate to fulfill their obligations under applicable Privacy Laws and this Agreement.

5.6 Accounting of PHI Disclosures. Covered Entity will include in individual accountings requested under the Privacy Laws, including without limitation, 45 C.F.R. § 164.528, any disclosures by Business Associate, to the extent such disclosures are made.

5.7 Meet and Confer. Upon any suspected or actual Breach, unauthorized disclosure of the PHI or breach of this Agreement, Covered Entity will meet and confer in good faith with Business Associate before notifying affected individuals, government agencies, and/or commencing any legal action.

6. Term and Termination.

6.1 Term. The term of this Agreement will commence upon receipt by Business Associate of any PHI or the date set forth below, whichever is earlier, and will terminate upon discharge of Business Associate's obligations under the Franchise Agreement and this Agreement, including the obligations set forth in Section 6.2 below, and/or performance of the Services.

6.2 Effects of Termination. Covered Entity acknowledges that due to the relationship with Business Associate, it will not be feasible for Business Associate to return or destroy PHI after the termination of the Franchise Agreement. Business Associate will continue extend the protections of this Agreement to PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible or contrary to the Privacy Laws, for so long as Business Associate maintains such PHI.

6.3 Breach. If either party hereto breaches its obligations under this Agreement, the non-breaching party will provide the other with notice and a thirty (30) day period to cure the breach. If the breaching party fails to cure the breach or cure is not possible within thirty (30) days, the non-breaching party may terminate this Agreement immediately upon written notice and without further legal action or declaration.

7. Miscellaneous.

7.1 Entire Agreement. This Agreement and the Franchise Agreement, the consistent terms of which are incorporated herein, constitute the entire agreement between the Parties and supersede all prior negotiations, discussions, representations, or proposals, whether oral or written, unless expressly incorporated herein, related to the subject matter of this Agreement. Unless otherwise expressly provided herein, this Agreement may not be modified unless in writing signed by the duly authorized representatives of the parties.

7.2 Severability. If any provision of this Agreement or part thereof is found to be invalid, the remaining provisions will remain in full force and effect.

7.3 Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement will not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties to this Agreement.

7.4 No Third-Party Beneficiaries. Except as otherwise provided in the Privacy Laws or this Agreement, there are no third-party beneficiaries to this Agreement. Business Associate's obligations are to Covered Entity only.

7.5 Successors and Assigns. This Agreement will inure to the benefit of, and be binding upon, the successors and assigns of the parties. However, this Agreement is not assignable by any party without the prior written consent of the other parties.

7.6 Dispute Resolution. If at any time during or after the term of this Agreement either party hereto believes that a dispute exists between them, then the parties agree that they shall follow the Dispute Resolution process outlined in the Franchise Agreement.

7.7 Counterparts. This Agreement may be executed in counterparts, by manual, electronic, or facsimile signature, each of which will be deemed an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF the undersigned duly authorized representatives of the parties hereby execute this Business Associate Agreement as of _____.

COVERED ENTITY

BUSINESS ASSOCIATE:

BrightStar Franchising, LLC

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

EXHIBIT C

TO BRIGHTSTAR FRANCHISING, LLC'S FRANCHISE DISCLOSURE DOCUMENT

OPERATIONS MANUAL TABLE OF CONTENTS

Our Operations Manual contains a total of 1,123 pages and covers the following topics: ABS User Manual- (625 pages), Volume 1 - Introduction to BrightStar (51 pages), Volume 2 - Franchise Administration (108 pages), Volume 3 - Operations (73 pages), Volume 4 - National Accounts (42 pages), Volume 5 - Clinical (40 pages), Volume 6 - Recruiting and Retention (46 pages), Volume 7 - Marketing (33 pages), Volume 8 - Sales (71 pages), Volume 9 - Skilled (34 pages).

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EXHIBIT D

TO BRIGHTSTAR FRANCHISING, LLC'S FRANCHISE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA

NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES

The following provision applies only to franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

**ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
FOR THE STATE OF CALIFORNIA**

1. The “Summary” column of Item 17(o) of the Franchise Disclosure Document, titled “Franchisor’s option to purchase franchisee’s business,” is amended to add the following language to the end of what now appears: “Under Section 14.3 of the Franchise Agreement, we also have the right (but no obligation) to buy the Agency’s business and related goodwill for a specific purchase price, and at our option to receive an assignment of the lease for the Agency’s premises, after the Franchise Agreement is terminated or expires (without renewal).”
2. The “Summary” column of Item 17(r) of the Franchise Disclosure Document, titled “Non-competition covenants after the franchise is terminated or expires,” is amended to add the following language to the end of what now appears: “Under Section 11.4 of the Franchise Agreement, you are subject to certain client/customer non-solicitation obligations after the Franchise Agreement is terminated or expires (without renewal) if we exercise our right to purchase the Agency’s business and related goodwill.”

ADDENDUM TO THE FRANCHISE AGREEMENT FOR CALIFORNIA FRANCHISEES

This Addendum to the Franchise Agreement (“Franchise Agreement”) dated _____ between BrightStar Franchising, LLC (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into, the Franchise Agreement. This addendum is being signed because: (a) any of the franchise offer or sales activity occurred in California and you are a resident of California; or (b) your BrightStar Care Agency will be located in California.

2. The following language is added to the Franchise Agreement as new Section 14.3:

Upon our termination of this Agreement in compliance with its terms, your termination of this Agreement without cause in breach of this Agreement, or expiration of this Agreement (if we offer you the right to renew the franchise for the Franchised Business but you choose not to renew), we have the right (but no obligation), exercisable by giving you written notice before or within thirty (30) days after the effective date of termination or expiration, to purchase the Agency’s business and related goodwill (other than any goodwill we already own). We have the unrestricted right to assign this purchase option to a third party (including an affiliate), which then will have the rights and obligations described in this Section 14.3. We (or our designee) are entitled to all customary representations, warranties, and indemnities in our purchase, including representations and warranties regarding ownership and condition of, and title to, assets; liens and encumbrances on assets; validity of contracts and liabilities affecting the assets, contingent or otherwise; and indemnities for all actions, events, and conditions that existed or occurred in connection with the Agency before the closing of the purchase. You also agree (at our option) to assign to us (or our designee) the lease for the Agency’s premises or to enter into a sublease for the remainder of the lease term on the same terms (including renewal options) as the lease.

If we (or our designee) elect to purchase the Agency’s business and related goodwill under this Section 14.3, the purchase price will be equal to the greater of (a) one-and-one-half (1.5) multiplied by the Agency’s Adjusted EBITDA (defined below) during the twelve (12) full calendar months immediately preceding the effective date of termination or expiration of this Agreement and (b) One Thousand Dollars (\$1,000) for each active client of the Franchised Business as of the effective date of termination or expiration that is fully and effectively transferred and transitioned to us (or our designee) as part of our purchase.

“Adjusted EBITDA” means EBITDA (i.e., net income before interest, taxes, depreciation and amortization) plus adjustments for (1) nonrecurring related revenue or expense activities, (2) profit attributed to one-time or short-term business opportunities resulting from National Account participation or local contracts where business is not expected to continue for longer than twelve (12) months (short-term staffing that is other than COVID-specific staffing will not be used as an adjustment unless it represents more than 20% of the Agency’s trailing twelve (12)-month revenue, (3) add-backs for owner discretionary expenses and compensation that will not continue offset by fair-market replacement cost for the owner’s day-to-day participation, (4) client price adjustments that have not been fully reflected in trailing results, (5) business expense activities that are not fully reflected in trailing results, and (6) expenses that would have been incurred had the Agency been in full compliance with this Agreement before the effective date of termination or expiration.

We (or our designee) will pay the purchase price at the closing, which will take place not later than thirty (30) days after we notify you that we (or our designee) are exercising our right to purchase, as provided above. We have the right to set off against the purchase price, and reduce the purchase price by, any and all amounts you owe us (or our affiliates). At the closing, you agree to deliver instruments transferring to us (or our designee): (a) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us or our designee), with all sales and transfer taxes paid by you; and (b) all of the Agency's licenses and permits that may be assigned.

If you cannot deliver clear title to all purchased assets, or if there are other unresolved issues, we have the right to require that the sale be closed through an escrow. You and your owners further agree to sign general releases, in a form satisfactory to us, of any and all claims against us and our affiliates and our and their respective owners, officers, directors, employees, agents, representatives, successors, and assigns.

In consideration of the valuable payments that you will receive in connection with our (or our designee's) purchase from you of the Agency's business and related goodwill, you and your owners agree that for as long as we or our designee, or any person deriving title to the ownership of the Agency's business and goodwill from us or our designee, carries on (after the acquisition) a Similar Business in the territory where you operated the Franchised Business pursuant to this Agreement, you and your owners will not directly or indirectly, individually, or through, on behalf of, as a member of, or in conjunction with any person, persons, partnership, corporation, or other legal entity:

(a) solicit any customers within the territory covered by this Agreement that were serviced by the Agency during this Agreement's term, including, without limitation, any customers defined as National Accounts customers or referral sources; or

(b) provide services to any customers within the territory covered by this Agreement that were serviced by the Agency during this Agreement's term, including, without limitation, any customers defined as National Accounts customers or referral sources.

For purposes of this Section 14.3, "Similar Business" means any business that provides: (1) supplemental healthcare staff to institutional clients, such as hospitals, Medicare agencies, hospice agencies, assisted-living centers, nursing homes and clinics; (2) homecare services—whether comprehensive care services (including medical and non-medical care services), solely non-medical care services, or solely medical care services—to private-duty clients within their home or residence (the reference to "private-duty clients" means clients who receive care in their homes or other places of residence regardless of the nature of the payor for such care (e.g., a private individual, long-term care, commercial insurance, National Accounts payor, Medicaid, etc.)); (c) case management and care management services; and/or (d) any other services, technology or devices, or products we may now or in the future authorize you to offer or sell in connection with the Agency's operation. The obligations described above are in addition to your other post-term obligations in this Agreement described in Sections 14.1 and 14.2. The non-solicitation restrictions above are in lieu of your post-term non-competition obligations under Sections 11.4.3 and 11.4.4 of this Agreement.

[Signature page follows]

FRANCHISOR:

BrightStar Franchising, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

FRANCHISEE:

By: _____

Printed Name: _____

Title: _____

Date: _____

**ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF MARYLAND**

1. The following language is added to the end of the “Summary” sections of Item 17(c), titled **Requirements for franchisee to renew or extend**, and Item 17(m), titled **Conditions for franchisor approval of transfer**:

Any release required as a condition of renewal and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. The following language is added to the end of the “Summary” section of Item 17(h), titled **“Cause” defined – non-curable defaults**:

Termination upon insolvency might not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.), but we will enforce it to the extent enforceable.

3. The following language is added to the end of the “Summary” section of Item 17(v), titled **Choice of forum**:

; however, to the extent required by the Maryland Franchise Registration and Disclosure Law, but subject to your arbitration obligation, you may bring an action in Maryland.

4. The following language is added to the end of the “Summary” section of Item 17(w), titled **Choice of forum**:

Except for Federal Arbitration Act and other federal law, to the extent required by law, Maryland law applies.

5. The following language is added to the end of the chart in Item 17:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

**ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR MARYLAND FRANCHISEES**

This Addendum to the Franchise Agreement (“Franchise Agreement”) dated _____ between BrightStar Franchising, LLC (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into, the Franchise Agreement. This Addendum is being signed because: (a) Franchisee is a resident of the State of Maryland; or (b) the BrightStar Care Agency will be located or operated in Maryland.

2. **RELEASES**. The following language is added to the end of Section 2.2, 12.4.9, and 12.7 of the Franchise Agreement:

; provided, however, that such general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. **CONSENT TO JURISDICTION**. The following sentence is added to the end of Section 15.7 of the Franchise Agreement:

Franchisee may, subject to its arbitration obligations, bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. **LIMITATIONS OF CLAIMS**. The following sentence is added to the end of Section 15.8 of the Franchise Agreement:

, except that any and all claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise.

5. **GOVERNING LAW**. The following sentence is added to the end of Section 22 of the Franchise Agreement:

However, to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

6. **ENTIRE AGREEMENT**. The following language is deleted from Section 24 of the Franchise Agreement:

You acknowledge that you are entering into this Agreement as a result of your own independent investigation of our franchised business and not as a result of any representations about us made by our owners, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement or any disclosure document, prospectus, or other similar document given to you.

7. **ACKNOWLEDGMENTS.** The following language is added to the end of Section 27 of the Franchise Agreement:

Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

FRANCHISOR:

BrightStar Franchising, LLC

FRANCHISEE:

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

**ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF MINNESOTA**

Item 13, Additional Disclosure: The following statement is added to Item 13:

We will protect your right to use the Marks or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name to the extent required by Minn. Stat. Sec. 80C.12, Subd.1(g).

Notice of Termination. The following statement is added to Item 17:

With respect to franchises governed by Minnesota law, BrightStar Franchising, LLC will comply with Minnesota Statute § 80C.14, subdivisions 3, 4, and 5 which requires, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

Governing Law, Jurisdiction and Venue and Choice of Forum. The following statement is added to the cover page and Item 17:

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

General Release. The following language is added to the end of the chart in Item 17:

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

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection 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.

**ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR MINNESOTA FRANCHISEES**

This Addendum to the Franchise Agreement (“Franchise Agreement”) dated _____ between BrightStar Franchising, LLC (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Minnesota; (b) Franchisee is a resident of the State of Minnesota; and/or (c) the BrightStar Care Agency will be located or operated in the State of Minnesota.

2. The following sentence is added to the end of Sections 1.5 and 13:

With respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statute § 80C.14, subdivision 3, 4, and 5 which requires, except in certain cases, that Franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the Franchise Agreement.

3. The following sentence is added to the end of Sections 2.2, 12.4.9, and 12.7:

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

4. The following sentences are added to the end of Sections 15.3 and 15.8:

Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

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

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

FRANCHISOR:

BrightStar Franchising, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

FRANCHISEE:

By: _____

Printed Name: _____

Title: _____

Date: _____

**ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF NEW YORK**

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following language is added to the end of Item 3 of the Franchise Disclosure Document:

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

- A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
- B. No such party has pending actions, other than routine litigation incidental to the business, that 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-years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud;

embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

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

3. The following is added to the end of Item 5 of the Franchise Disclosure Document:

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

4. The following language 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), titled Conditions for franchisor approval of transfer:

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

5. The following language replaces the “Summary” section of Item 17(d) of the Franchise Disclosure Document, titled Termination by franchisee:

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

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

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

7. 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.

8. 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 or 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.

**ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR NEW YORK FRANCHISEES**

This Addendum to the Franchise Agreement (“Franchise Agreement”) dated _____ between BrightStar Franchising, LLC (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of New York; (b) Franchisee is a resident of the State of New York; and/or (c) the BrightStar Care Agency will be located or operated in the State of New York.

2. 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.

3. The following sentence is added to the end of Sections 2.2, 12.4.9, and 12.7:

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.

4. The following language is added as Section 6.18 of the Franchise Agreement:

Franchisee’s responsibilities under New York Law are in no way lessened by entering into the Franchise Agreement. Notwithstanding any provision to the contrary in the Franchise Agreement, Franchisee retains:

(i) ongoing responsibility and full legal authority over the operation and management of the Agency;

(ii) ongoing responsibility for compliance with all statutory and regulatory requirements;

(iii) authority to hire or fire Agency staff;

(iv) control of the Agency’s books and records;

(v) authority over the disposition of assets and the authority to incur liabilities on behalf of the Agency.

By entering into the Franchise Agreement, Franchisee has agreed to adopt and utilize the policies and procedures Franchisor has developed. Notwithstanding the foregoing, Franchisee retains the right and authority to adopt, amend, enforce, and implement policies and procedures regarding the operation of the Agency in order to ensure compliance with applicable licensing or permitting requirements.

5. The following sentence is added at the end of Section 12.1:

Franchisor will not assign its rights under the Franchise Agreement except to an assignee who in Franchisor's good faith and judgment is willing and able to assume Franchisor's obligations under the Franchise Agreement.

6. The following sentence is added to the end of Section 22:

Notwithstanding the foregoing, the New York Franchises Law shall govern any claim arising under that law.

7. The following language is added as Section 29 of the Franchise Agreement:

The Franchise Agreement approved by the New York State Commissioner of Health will be the sole Franchise Agreement between Franchisor and Franchisee during the initial term, relating to the operation of the Agency in the geographic area that is covered by the Franchise Agreement.

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

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

FRANCHISOR:

BrightStar Franchising, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

FRANCHISEE:

By: _____

Printed Name: _____

Title: _____

Date: _____

**SUPPLEMENTAL ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR NEW YORK LHCSA FRANCHISEES**

This Addendum to the Franchise Agreement (“Franchise Agreement”) dated _____, between BrightStar Franchising, LLC (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

The following statements are added to the Franchise Agreement and supersede any inconsistent provisions appearing thereunder:

1. Franchisee’s responsibilities under New York Law are in no way lessened by entering into the Franchise Agreement. Notwithstanding any provision to the contrary in the Franchise Agreement, Franchisee retains:

- (i) ongoing responsibility and full legal authority over the operation and management of the agency;
- (ii) ongoing responsibility for compliance with all statutory and regulatory requirements;
- (iii) authority to hire or fire agency staff;
- (iv) control of the agency’s books and records;
- (v) authority over the disposition of assets and the authority to incur liabilities on behalf of the agency.

See 10 N.Y.C.R.R. § 766.9.

2. By entering into the Franchise Agreement, Franchisee has agreed to adopt and utilize the policies and procedures BrightStar has developed. Notwithstanding the foregoing, Franchisee retains the right and authority to independently adopt, amend, enforce and implement policies and procedures regarding the operation of the agency in order to ensure the provision of quality home care services and that the agency is operated in compliance with all applicable statutes and regulations. *See 10 N.Y.C.R.R. § 766.9.*

3. The policies, standards, procedures, manuals and other documents BrightStar has developed which relate to the operating standards, policies and procedures for the agency shall be available for inspection and copying by the New York State Department of Health (“DOH”) in accordance with DOH’s statutory and regulatory authority. Such documents, when received by DOH, shall be subject to the relevant provisions of the Freedom of Information Law including, if applicable, provisions relating to excepting from disclosure documents which are trade secrets or are maintained for the regulation of commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. *See 10 N.Y.C.R.R. § 766.9.*

4. The Franchise Agreement approved by the New York State Commissioner of Health shall be the sole Franchise Agreement between BrightStar and Franchisee for the agency, or any

portion thereof, relating to the geographic service area that is covered by the Franchise Agreement.
See 10 N.Y.C.R.R. § 766.9.

FRANCHISOR:
BRIGHTSTAR FRANCHISING, LLC

By: _____
Printed Name: _____
Title: _____

FRANCHISEE: _____

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

**ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
FOR THE STATE OF NORTH DAKOTA**

1. The “Summary” sections of Items 17(c) and 17(m) are amended by adding the following:

However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

2. The row entitled “Termination Damages” in Item 6 and the “Summary” section of Item 17(i) are amended by adding the following:

The Commissioner has determined termination or liquidated damages to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. However, we and you agree to enforce these provisions to the extent the law allows.

3. The “Summary” section of Item 17(r) is amended by adding the following:

Covenants not to compete such as those mentioned above generally are considered unenforceable in North Dakota. However, we will seek to enforce them to the extent enforceable.

4. The “Summary” section of Item 17(v) is amended by adding the following:

To the extent required by the North Dakota Franchise Investment Law, but subject to your arbitration obligations, you may bring an action in North Dakota.

5. The “Summary” section of Item 17(w) is amended by adding the following:

Except for federal law, North Dakota law applies.

6. The following language is added to the end of the chart in Item 17:

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

**ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR NORTH DAKOTA FRANCHISEES**

This Addendum to the Franchise Agreement (“Franchise Agreement”) dated _____ between BrightStar Franchising, LLC (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This addendum is being signed because: (a) Franchisee is a resident of the State of North Dakota and the BrightStar Care Agency that Franchisee will operate under the Franchise Agreement will be located or operated in North Dakota, or (b) any of the franchise offer or sales activity occurred in North Dakota.

2. The following sentence is added to the end of Sections 2.2, 12.4.9, and 12.7:

Any release executed will not apply to the extent otherwise prohibited by applicable law with respect to claims arising under the North Dakota Franchise Investment Law.

3. Section 11.4 of the Franchise Agreement is amended by adding the following:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, you acknowledge and agree that we intend to seek enforcement of these provisions to the extent allowed under the law.

4. The following language is added to the end of Section 14.2 of the Franchise Agreement:

The Commissioner has determined termination or liquidated damages to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. However, we and you agree to enforce these provisions to the extent the law allows.

5. The third sentence of Section 15.3 of the Franchise Agreement is amended to read as follows:

All proceedings, including the hearing, will be conducted in Chicago, Illinois or, at our option, at a suitable location that is within ten (10) miles of where we have our principal business address when the arbitration demand is filed, provided, however, that to the extent required by the North Dakota Franchise Investment Law (unless such a requirement is preempted by the Federal Arbitration Act), arbitration proceedings will be held at a site to which we and you agree.

6. The following language is added at the end of Section 15.7 of the Franchise Agreement:

However, to the extent required by applicable law, but subject to Franchisee’s arbitration obligations, Franchisee may bring an action in North Dakota.

7. The following sentence is added to the end of Section 15.8 of the Franchise Agreement:

The statutes of limitations under North Dakota law apply with respect to claims arising under the North Dakota Franchise Investment Law.

8. If and then only to the extent required by the North Dakota Franchise Investment Law, Sections 15.9 and 15.10 of the Franchise Agreement are deleted in their entirety.

9. The following language is added at the end of Section 22 of the Franchise Agreement:

Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, North Dakota law will apply to this Agreement.

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

FRANCHISOR:	FRANCHISEE:
BrightStar Franchising, LLC	_____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor.

As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned parties do hereby acknowledge receipt of this Addendum.

FRANCHISOR:

FRANCHISEE:

BRIGHTSTAR FRANCHISING, LLC,
an Illinois limited liability company

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT E

**TO BRIGHTSTAR FRANCHISING, LLC'S
FRANCHISE DISCLOSURE DOCUMENT**

SUPPLEMENTAL DISCUSSION ON SPECIAL INDUSTRY LAWS

SUPPLEMENTAL DISCUSSION ON SPECIAL INDUSTRY LAWS

In addition to the information provided in Item 1 of the Franchise Disclosure Document, you should consider the following types of regulation that may apply to the ownership and operation of your Agency:

a. Licensure; Record Keeping

Most states have licensing, certification or registration requirements applicable to the services you will be providing as a BrightStar Care franchisee. You therefore may be required to become licensed as a home health agency, nurse staffing agency and/or employment agency and to comply with state law requirements, including the screening requirements of health care workers. Special training and competency requirements may apply, including with respect to infection control, abuse and neglect, patient confidentiality and the handling of client finances. You will need to maintain comprehensive policies and procedures describing how you perform these functions. You may also be required to maintain a leased office location and pay a licensing fee to the state agency responsible for enforcing these requirements. State licensing, certification, and registration statutes may require a minimum level of education or related work experience and/or the payment of a fee in order to obtain the license.

You may also be required to have a full-time registered nurse (RN) to comply with the regulations in your state governing nursing agencies and/or home health agencies. Some states impose restrictions on advertising, and conduct pre-licensure and/or complaint surveys of agencies' facilities. Fines and penalties may be levied for non-compliance. You should inquire about any applicable laws and your corresponding obligations and cost of compliance.

Some states may also have specific record-keeping or other requirements for health care providers. In addition, almost all states prohibit the use or disclosure of individual's health information for purposes other than treatment, payment or internal health care operations. Civil and criminal fines or penalties may be imposed for the unauthorized use of health or financial information, and state authorities may impose remediation measures in the event of breaches of information security. You will be responsible for investigating and complying with any such laws that may apply in your territory.

b. Anti-Kickback Laws

Certain provisions of the Social Security Act, commonly referred to as the "Anti-Kickback Statute," prohibit the offer, payment, solicitation or receipt of any form of remuneration either in return for the referral of patients or patient care opportunities paid in whole or in part by a federal health care program, including but not limited to Medicare, Medicaid, and the VA, or in return for the recommendation, arrangement, purchase, lease or order of items or services paid in whole or in part by a federal health care program, including VA benefits.

The Anti-Kickback Act is broad in scope and has been broadly interpreted by courts in many jurisdictions. Violation of the Act constitutes a felony punishable by a maximum fine of \$25,000, imprisonment up to five years, or both. Conviction will also lead to automatic exclusion from federal health care programs, including the VA.

Additionally, a number of states have enacted laws which prohibit payment for referrals and other types of “kickback” arrangements. These state laws sometimes apply to all patients regardless of their insurance coverage.

If you are in a position to refer patients to your own Agency, then you should consult with competent legal counsel regarding the existence and applicability of these laws.

c. State Stark Laws

Several states have enacted variants of the federal Physician Self Referral Law, the so-called “Stark” law, that prohibits physicians or other practitioners from referring patients for certain designated health services to entities with which the physician or practitioner has an ownership or compensation relationship. Penalties include denial of government payment, recoupment, fines, other penalties and exclusion from government program participation. These laws may contain various exceptions to the referral prohibitions. If you are in a position to refer patients to your own Agency, then you should consult with competent legal counsel regarding the existence and applicability of these laws.

d. Fee-Splitting Prohibitions

You may have an opportunity to have relationships with suppliers through the franchise system or on your own in your local market in which referrals are made to/from other health care providers and other non-healthcare businesses. In this regard, you should be aware of the following:

i. The laws of some states prohibit health care providers from splitting professional fees, i.e., sharing a portion of a professional fee earned by a health care provider for the provision of a health care service with a person, company, partnership or other entity that does not also provide the same type of health care services. These statutes are sometimes quite broad and as a result prohibit otherwise legitimate business arrangements.

ii. A number of states also prohibit compensation arrangements when the amount received in payment for furnishing space, facilities, equipment or personnel services is based upon a percentage of, or is dependent upon, the income or receipts of the licensed professional.

iii. Other states only prohibit fee splitting arrangements that are based on referrals.

iv. Penalties for violating these fee-splitting statutes or regulations may include revocation, suspension or probation of a health care professional’s license, or other disciplinary action, as well as monetary penalties. Alleged violations of the fee-splitting laws have also been used successfully by health care professionals to declare a contract to be void as against public policy.

e. Other Federal Regulations

For providers participating in Medicare or Medicaid, there are comprehensive requirements related to such participation in addition to those found in their provider agreement. There are a number of federal laws prohibiting certain activities and arrangements relating to services or items which are reimbursable by Medicare or Medicaid. Even though your Agency is prohibited by its Franchise Agreement from participating in Medicare, it may from time to time provide staff to other

facilities, including those that participate in the Medicare and/or Medicaid programs. While Medicare laws may not apply to your Agency, these laws may apply to those facilities, including laws prohibiting Medicare- or Medicaid-participating facilities from employing providers excluded from those programs. If a practitioner is an excluded provider from Medicare or Medicaid, he or she will be prohibited from receiving payment from that facility. It is your responsibility to determine whether and to what extent employees of your Agency need to be screened for their possible excluded status in these or other payment programs.

To the extent your franchise accepts reimbursement directly from the VA, it will be required to satisfy the applicable regulatory requirements the VA imposes on its vendors, including but not limited to the Federal Acquisition Regulations and various VA contract requirements. The False Claims Act imposes civil liability on persons or corporations which submit or cause to be submitted false or fraudulent claims for payment to the government. A violation of the False Claims Act may result in liability for fines, treble damages, attorneys' fees, and exclusion from federal health care programs.

F. General Matters

Laws and regulations may change at any level of government that increase the scrutiny applied to medical, home care, and/or staffing agencies. As such, the costs of compliance may increase. You are responsible for keeping informed about changes in legislation that may impact the operation of your Agency. We strongly urge you to consult with competent local counsel regarding all of the laws and regulations described above and others that may be applicable to you and your Agency.

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EXHIBIT F

TO BRIGHTSTAR FRANCHISING, LLC'S
FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

BrightStar Franchising, LLC

Consolidated Financial Statements
For the Period from February 28, 2025
Through December 28, 2025 (Successor Period)
and the Period from December 30, 2024
Through February 27, 2025, and the Year Ended
December 29, 2024 (Predecessor Periods)

The report accompanying these financial statements was issued by BDO USA, P.C., a Virginia professional corporation, and the U.S. member of BDO International Limited, a UK company limited by guarantee.



BrightStar Franchising, LLC

Consolidated Financial Statements

For the Period from February 28, 2025 Through December 28, 2025 (Successor Period)
and the Period from December 30, 2024 Through February 27, 2025,
and the Year Ended December 29, 2024 (Predecessor Periods)

BrightStar Franchising, LLC

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Independent Auditor's Report

BrightStar Franchising, LLC
Bannockburn, Illinois

Opinion

We have audited the consolidated financial statements of BrightStar Franchising, LLC (the Company), which comprise the consolidated balance sheets as of December 28, 2025 (Successor) and December 29, 2024 (Predecessor), and the related consolidated statements of operations, member's equity, and cash flows for the period from February 28, 2025 through December 28, 2025 (Successor), the period from December 30, 2024 through February 27, 2025, and the year ended December 29, 2024 (Predecessor Periods), and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 28, 2025 (Successor) and December 29, 2024 (Predecessor), and the results of its operations and its cash flows for the period from February 28, 2025 through December 28, 2025 (Successor), the period from December 30, 2024 through February 27, 2025, and the year ended December 29, 2024 (Predecessor Periods) in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Emphasis of Matter - Change in Control

As described in Note 1, on February 28, 2025, there was a change of control as a result of a stock purchase agreement entered by the Parent Company with a third party to sell a majority of its shares. The consolidated financial statements of the Predecessor and Successor companies are shown separately, since due to change in control, the Company applied purchase accounting and adopted a new capital structure effective February 28, 2025. Accordingly, the consolidated financial statements after the acquisition on February 28, 2025 are not comparable to the Predecessor's consolidated financial statements. Our opinion is not modified with respect to this matter.



Responsibilities of Management for the Consolidated Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.



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

BDO USA, P.C.

April 1, 2026

Consolidated Financial Statements

BrightStar Franchising, LLC

Consolidated Balance Sheets

	December 28, 2025 (Successor)	December 29, 2024 (Predecessor)
Assets		
Current Assets		
Cash and cash equivalents	\$ 1,462,258	\$ 2,447,666
Accounts receivable, net of allowances for credit losses of \$526,450 and \$773,024, respectively	6,293,950	6,195,961
Prepaid expenses	1,567,139	1,711,449
Other current assets	26,834	148,277
Total Current Assets	9,350,181	10,503,353
Property and Equipment, Net	1,667,958	2,758,201
Other Long-Term Assets		
Intangible assets, net	64,869,105	6,454,643
Goodwill, net	227,004,151	-
Operating lease - right-of-use asset	1,451,768	1,576,830
Notes receivable - affiliated companies, net	5,973,062	10,531,865
Total Other Long-Term Assets	299,298,086	18,563,338
Total Assets	\$ 310,316,225	\$ 31,824,892
Liabilities and Member's Equity		
Current Liabilities		
Accounts payable	\$ 1,728,382	\$ 667,611
Accrued salaries and payroll tax	3,535,489	3,548,509
Operating lease liability	55,571	58,782
Other current liabilities	2,152,824	2,744,210
Total Current Liabilities	7,472,266	7,019,112
Long-Term Liabilities		
Operating lease liability, net of current	1,778,550	1,716,558
Total Long-Term Liabilities	1,778,550	1,716,558
Total Liabilities	9,250,816	8,735,670
Commitments and Contingencies		
BrightStar Franchising, LLC Member's Equity	327,237,510	41,412,396
Non-Controlling Interest	(26,172,101)	(18,323,174)
Total Member's Equity	301,065,409	23,089,222
Total Liabilities and Member's Equity	\$ 310,316,225	\$ 31,824,892

See accompanying notes to consolidated financial statements.

BrightStar Franchising, LLC

Consolidated Statements of Operations

	Period from February 28, 2025 Through December 28, 2025 (Successor)	Period from December 30, 2024 Through February 27, 2025 (Predecessor)	Year Ended December 29, 2024 (Predecessor)
Revenues			
Royalty fees	\$ 36,489,509	\$ 6,335,927	\$ 39,544,068
General marketing fund fees	12,803,951	2,596,846	13,745,282
System fees	5,248,619	927,376	5,432,681
Initial franchisee fees	1,131,350	170,000	1,647,499
Other	785,418	22,668	1,766,470
Total Revenues	56,458,847	10,052,817	62,136,000
Expenses			
Depreciation and amortization expense	26,165,301	455,147	2,846,570
Payroll and related expenses	18,222,041	3,211,422	19,888,821
Marketing	11,061,978	2,044,842	11,068,942
Professional fees	4,823,487	599,655	2,876,622
IT services	2,313,610	481,516	2,335,296
Travel and meals	719,381	145,054	856,891
Occupancy and office expense	509,255	109,713	779,543
Insurance expense	447,582	59,386	377,222
Credit loss expense	253,327	-	810,260
Broker fees	17,500	-	3,425
Miscellaneous expenses	418,278	72,385	427,180
Total Expenses	64,951,740	7,179,120	42,270,772
Other (Expense) Income	(879,652)	2,780	(7,517)
Net (Loss) Income	(9,372,545)	2,876,477	19,857,711
Less: net loss attributable to the non-controlling interest	(932,441)	(447,020)	(2,984,141)
Net (Loss) Income Attributable to BrightStar Franchising, LLC	\$ (8,440,104)	\$ 3,323,497	\$ 22,841,852

See accompanying notes to consolidated financial statements.

BrightStar Franchising, LLC

Consolidated Statements of Member's Equity

	BrightStar Franchising, LLC Member's Equity	Non-Controlling Interest	Total Equity
Predecessor			
Balance , January 1, 2024	\$ 31,379,828	\$ (15,339,033)	\$ 16,040,795
Dividend distribution, net	(12,809,284)	-	(12,809,284)
Net income (loss)	22,841,852	(2,984,141)	19,857,711
Balance , December 29, 2024	41,412,396	(18,323,174)	23,089,222
Net income (loss)	3,323,497	(447,020)	2,876,477
Balance , February 27, 2025	\$ 44,735,893	\$ (18,770,194)	\$ 25,965,699
Successor			
Balance , remeasured at February 28, 2025	\$ 354,678,724	\$ (25,239,660)	\$ 329,439,064
Dividend distribution, net	(19,001,110)	-	(19,001,110)
Net loss	(8,440,104)	(932,441)	(9,372,545)
Balance , December 28, 2025	\$ 327,237,510	\$ (26,172,101)	\$ 301,065,409

See accompanying notes to consolidated financial statements.

BrightStar Franchising, LLC

Consolidated Statements of Cash Flows

	Period from February 28, 2025 Through December 28, 2025 (Successor)	Period from December 30, 2024 Through February 27, 2025 (Predecessor)	Year Ended December 29, 2024 (Predecessor)
Cash Flows from Operating Activities			
Net (loss) income	\$ (9,372,545)	\$ 2,876,477	\$ 19,857,711
Adjustments to reconcile net (loss) income to net cash provided by operating activities:			
Depreciation and amortization expense	26,165,301	455,147	2,846,570
Credit loss expense	253,327	-	810,260
Non-cash change in operating leases	76,319	48,743	206,189
Net change in operating assets and liabilities:			
Accounts receivable	(1,340,354)	208,308	(1,020,107)
Prepaid expenses	(1,444,923)	(474,170)	71,111
Other current assets	88,110	33,333	287,351
Operating lease liabilities	82,961	(24,180)	52,210
Accounts payable	(364,295)	1,425,066	(1,326,172)
Accrued salaries and payroll tax	(941,298)	441,669	238,312
Other current liabilities	1,250,029	(1,841,415)	(281,876)
Net Cash Provided by Operating Activities	14,452,632	3,148,978	21,741,559
Cash Flows from Investing Activities			
Notes receivable - affiliated companies	(13,199,697)	(1,242,610)	(16,053,520)
Purchase of property and equipment	(434,745)	(259,557)	(1,850,896)
Additions to developed technology	(3,037,242)	(413,167)	(1,656,695)
Net Cash Used in Investing Activities	(16,671,684)	(1,915,334)	(19,561,111)
Net (Decrease) Increase in Cash and Cash Equivalents	(2,219,052)	1,233,644	2,180,448
Cash and Cash Equivalents, beginning of year	3,681,310	2,447,666	267,218
Cash and Cash Equivalents, end of year	\$ 1,462,258	\$ 3,681,310	\$ 2,447,666
Supplemental Non-Cash Disclosure			
Deemed dividend, net	\$ (19,001,110)	\$ -	\$ (12,809,284)
Lease liability from obtaining right-of-use asset	-	-	(1,645,787)

See accompanying notes to consolidated financial statements.

BrightStar Franchising, LLC

Notes to Consolidated Financial Statements

1. Description of Business and Operations

BrightStar Franchising, LLC (the Company) is a member of a consolidated group whose parent is BrightStar Group Holdings, Inc. (the Parent), which consists of ten additional members—BrightStar Technology Group, LLC; 24-7 BrightStar Operations, LLC; 24-7 BrightStar Healthcare, LLC; BrightStar Franchising, LLC; BrightStar Senior Living, LLC; BrightStar CRDM, LLC; BrightStar Owned LLC; BrightStar Scottsdale Operations, LLC; BrightStar FL/AL Operations, LLC; and BrightStar Wisconsin Operations, LLC. As noted in Note 9, there are various intercompany receivables and notes between these companies. The Company is organized as a limited liability company (LLC) under the laws of the state of Illinois, and it is a franchiser of businesses, BrightStar Care franchises, which provide medical staffing and home medical care services throughout the United States.

The Company's fiscal year ends on the nearest Sunday to December 31. There were 52 weeks included in the years ended December 28, 2025 and December 29, 2024.

On February 28, 2025 (Transaction Date), the Parent entered into a stock purchase agreement with a third party to sell a majority of its shares. The transaction included rollover shares for retention of a minority interest. As a result of the transaction, there was a change in control, which qualifies as a business combination under Accounting Standards Codification (ASC) 805, *Business Combinations*. The Company has applied the acquisition method of accounting with respect to the assets and liabilities of the Company, which have been remeasured to their estimated fair values as of the date of the transaction. Such estimated fair values have been reflected in the accompanying consolidated financial statements following the "push down method" of accounting (see Note 3).

2. Summary of Significant Accounting Policies

Variable Interest Entity and Principles of Consolidation

The Company consolidates BrightStar Technology Group, LLC in accordance with Financial Accounting Standards Board (FASB) ASC 810, *Consolidation*. The standard addresses consolidation by a business enterprise of a variable interest entity (VIE). The provisions identify the primary beneficiary of a VIE as the enterprise that has both the power to direct the activities of a VIE that most significantly impact the entity's economic performance, and the obligation to absorb losses of the entity that could potentially be significant to the VIE or the right to receive benefits from the entity that could potentially be significant to the VIE.

Generally, a VIE is an entity with at least one of the following conditions: (1) the total equity investment at risk is insufficient to allow the entity to finance its activities without additional subordinated financial support or (2) the holders of the equity investment at risk, as a group, lack any one of the following three characteristics: (i) the power to direct the entity's activities that most significantly impact its performance, (ii) the obligation to absorb the expected losses of the entity, or (iii) the right to receive the expected residual returns of the entity. The primary beneficiary of a VIE is an entity that has a variable interest or a combination of variable interests that provide that entity with a controlling financial interest in the VIE. An entity is deemed to have a controlling financial interest in a VIE if it has both of the following characteristics: (1) the power to direct the activities of the VIE that most significantly impact the VIE's economic performance and (2) the obligation to absorb the losses of the VIE that could potentially be significant to the VIE or the right to receive benefits from the VIE that could potentially be significant to the VIE.

BrightStar Franchising, LLC

Notes to Consolidated Financial Statements

BrightStar Technology Group, LLC is an LLC established to provide technology services to the franchisees within the affiliated group.

BrightStar Franchising, LLC and BrightStar Technology Group, LLC are commonly controlled, and BrightStar Franchising, LLC is deemed to be the primary beneficiary of BrightStar Technology Group, LLC. BrightStar Franchising, LLC provides funding for the operations of BrightStar Technology Group, LLC and the franchisees of BrightStar Franchising, LLC are required to use the technology services provided by BrightStar Technology Group, LLC for their technology needs.

Accordingly, the accompanying consolidated financial statements include the accounts of BrightStar Technology Group, LLC. All intercompany balances and transactions are eliminated in consolidation.

Basis of Accounting and Presentation

The Company maintains its books and records on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America (GAAP). Under the accrual method of accounting, revenues are recorded when earned and expenses are recorded when incurred.

The Company elected to apply push-down accounting as of the Transaction Date, which requires that the assets acquired, and liabilities assumed be reflected at their fair values. The election of push-down accounting represents the termination of the old accounting entity and the creation of a new accounting entity. In these consolidated financial statements, all references to the Company in periods ending before February 28, 2025 will be referred to as the "Predecessor Company." All periods ending after the February 28, 2025 acquisition will be referred to as the "Successor Company." The financial statements of the Predecessor and Successor entities are shown separately since, due to the acquisition, the Company applied purchase accounting and adopted a new capital structure effective February 28, 2025. Accordingly, the financial statements of the Predecessor prior to February 28, 2025 are not comparable to the Company's consolidated financial statements for periods after February 28, 2025.

Cash and Cash Equivalents

For purposes of the consolidated statements of cash flows, cash equivalents include the general checking account held by the Company. From time to time, cash balances may exceed federally insured limits of \$250,000. The Company believes the associated credit risk to be minimal.

Accounts Receivable

The Company grants credit to its customers in the normal course of business. Accounts receivable are recorded at the invoiced amount and do not bear interest. The Company may create payment plans for customers with significant past-due balances. The Company maintains an allowance for credit losses to cover potential credit losses relating to its accounts receivable. The allowance is based on the Company's historical collection experience, as well as an analysis of specific past-due accounts and forward-looking information. All accounts or portions thereof deemed to be uncollectible by management are written off in the period in which that determination is made. Balances outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

BrightStar Franchising, LLC

Notes to Consolidated Financial Statements

Revenue Recognition

Under ASC 606, *Revenue from Contracts with Customers*, the Company accounts for a contract when it has approval and commitment from both parties, the rights of the parties are identified, payment terms are identified, the contract has commercial substance, and collectability of consideration is probable. The Company recognizes revenue only when it satisfies a performance obligation by transferring a promised good or service to the customer. The good or service is considered to be transferred when the customer obtains control, meaning when the customer has the ability to direct the use and obtain substantially all of the remaining benefits of the good or service. At each contract inception, the Company determines whether control of a good or service transfers to a customer over time or at a point in time.

Franchise Revenue

The terms of the franchise agreements are typically for ten years. As of December 28, 2025, there were 427 franchises: 396 franchised and 31 Company-owned.

As part of each agreement, the Company identified one performance obligation that requires the Company to provide a combination of the following:

- *Intellectual Property* - Licenses grant a non-exclusive right to establish and operate a medical staffing and home medical care services business under the trademarks and systems established as part of the BrightStar license during the term of the agreement.
- *Marketing Services* - These services are ongoing local and national advertising programs that are implemented throughout the course of the contract term.
- *Continuing Consulting Services* - These services include the review of plans and equipment and merchandise selection.

The Company determined that the services noted above represent a set of integrated or highly interrelated tasks/services and are, therefore, accounted for as a single performance obligation of providing the franchise license.

In addition, the Company has also determined the following performance obligation is included in the contracts but is distinct from the above performance obligation:

- *Pre-Opening Services* - These services provide primarily training programs, operating manuals, assistance in site selection, and setting up franchisee records.

The contracts the Company entered contain several types of payments, including the following:

- *Initial Fees* - Franchise agreements require an initial fee up to \$50,000 for the first 200,000 to 300,000 in population in the territory. If franchisees wish to purchase a territory with a population of less than 200,000, the initial fee is \$25,000. If franchisees wish to purchase a territory with a population of over 300,000, the franchisees must pay the franchiser an additional \$100 per additional 1,000 people in the territory above 300,000. Initial franchise fees are due and payable when a contract is signed and are not refundable.
- *Royalty Fees* - The Company receives weekly royalty payments based on a percentage of each franchisee's prior month's net billings. The franchisee is required to meet a certain

BrightStar Franchising, LLC

Notes to Consolidated Financial Statements

minimum revenue level for the payment of these royalty fees in any given month, effective two years after the opening date.

- *General Marketing Fund Fees* – These fees are based on the greater of \$500 per month or 2.5% of franchisee net billings to contribute to the local franchise and to the national brand advertising activities directed by the franchisor. These fees are typically due on a monthly basis over the course of the contract term.
- *Monthly Technology Fees* – The Company receives monthly fees for the use of its Athena Business System technology software based on the greater of \$250 per month or 0.83% of the franchisee's prior month's net billings.
- *Renewal Fees* – Franchise agreements include renewal options and require the franchisee to pay a renewal fee.
- *Transfer Fees* – Franchise agreements include transfer options and require the franchisee to pay a transfer fee.

The Company recognizes revenue for each performance obligation identified within the customer contracts when, or as, the performance obligation is satisfied by transferring the promised goods or services. All revenue is recognized over time. The Company recognizes revenue over time for the combined franchise license performance obligation and for pre-opening services, as these performance obligations involve a continuous transfer of control to the customer.

The standard specifically identifies franchise rights as an example of a symbolic license. This type of license is satisfied over time since the customer simultaneously receives and consumes the benefit as the entity performs its obligation to provide access and, therefore, meets the criterion of recognizing revenue over time. Royalty fees represent the majority of consideration the Company receives under franchise agreements and are recognized over time at the greater of the actual royalty earned or the contract monthly minimum each month. Revenue related to upfront fees allocated to this single performance obligation is recognized over time using a straight-line (time-lapse) measure of progress as the control of various services is provided to the customer ratably over the term of the contract for the initial upfront fee. The renewal option provides continued access for the franchise rights (symbolic license) for an extended period of time and, therefore, would also be recognized over time (over the course of the renewal term) as it meets the above-mentioned criterion. The Company allocates the consideration between the pre-opening services and symbolic license based upon relative standalone selling prices.

For the pre-opening services, primarily related to setup and training, the Company also recognizes revenue over time since the customer simultaneously receives and consumes the benefit as the entity provides the services. Revenue for this performance obligation is recognized over time using an input measure of progress based upon when the service is performed.

General Marketing Fund

The General Marketing Fund (GMF) funds received from the franchisees are recognized as revenue over time at the greater of the actual GMF fees earned or the contract monthly minimum each month, and marketing expenses are recognized when incurred within the Company's consolidated statements of operations. GMF income was \$12,803,951 and \$2,596,846 for the period from February 28, 2025 through December 28, 2025 (Successor Period) and for the period from December 30, 2024 through February 27, 2025 (Predecessor Period), respectively. GMF income was \$13,745,282 for the fiscal year ended December 29, 2024 (Predecessor Period).

BrightStar Franchising, LLC

Notes to Consolidated Financial Statements

GMF expense was \$12,654,981 and \$2,341,128 for the period from February 28, 2025 through December 28, 2025 (Successor Period) and for the period from December 30, 2024 through February 27, 2025 (Predecessor Period), respectively. GMF expense was \$12,903,956 for the year ended December 29, 2024. GMF expenses are included within payroll and related expenses, and marketing sections within the consolidated statements of operations.

Contract assets include accrued revenue for items not invoiced as of period-end due to billing occurring subsequent to the performance obligation being fulfilled. Contract assets were \$1,965,188 and \$1,702,903 as of December 28, 2025 and December 29, 2024, respectively, and are included within accounts receivable. Contract liabilities include initial franchise fees received upfront for the pre-opening services. These fees are recognized as the services are performed, which typically performed within one year. Contract liabilities were immaterial as of December 28, 2025 and December 29, 2024.

Business Combination

The Company applies the acquisition method of accounting for business combinations, which requires that the assets acquired and liabilities assumed are recorded at their acquisition date fair values. Goodwill is measured as the excess of consideration transferred over the acquisition date net fair values of the assets acquired and the liabilities assumed. The process for estimating the fair value of assets acquired and liabilities assumed requires the use of judgments and assumptions. Acquisition costs are expensed as incurred.

In determining the fair value of intangible assets, an income approach is generally used and may incorporate the use of a discounted cash flow method. In applying the discounted cash flow analysis, the estimated future cash flows and residual values for each intangible asset are discounted to their present value. Cash flow projections are based on management's estimates of economic and market conditions, including revenue growth rates, operating margins, capital expenditures, customer attrition rates, and working capital requirements.

The Company applies the private company alternative for certain identifiable intangible assets acquired in a business combination. Under this policy, the Company does not recognize customer-related intangible assets (unless they are capable of being sold or licensed separately) or non-competition agreements. These assets are included in goodwill.

Property and Equipment, Net

Property and equipment acquired in a business combination were recorded at the estimated fair value at the date of business acquisition. Additions subsequent to the business combination are recorded at cost. Depreciation is computed using the straight-line method over the estimated useful lives of the equipment, three to seven years, or the life of the lease.

For property and equipment that are sold or retired, their cost and accumulated depreciation are removed from the consolidated balance sheets during the period of the disposition and any gain or loss on disposition is credited or charged to operations. Repair and maintenance costs are charged to expense as incurred.

The Company evaluates its property and equipment for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognized when estimated undiscounted future cash flows expected to result from the use of the

BrightStar Franchising, LLC

Notes to Consolidated Financial Statements

asset and its eventual disposition are less than its carrying amount. The Company did not identify any impairment of its property and equipment at December 28, 2025 or December 29, 2024.

Goodwill, Net

Goodwill represents the excess of the purchase price over the fair value of the identifiable net assets acquired in a business acquisition. Accounting Standards Update (ASU) 2014-02, *Intangibles – Goodwill and Other (Topic 350)*, was issued in January 2014 and allows private companies an accounting alternative for the subsequent measurement of goodwill that was obtained after a business combination. This guidance permits all private companies to amortize goodwill on a straight-line basis over ten years, or less than ten years, if the entity demonstrates that another useful life is more appropriate. An entity that elects this accounting alternative is further required to make an accounting policy election to test goodwill impairment at either the entity level or the reporting unit level. Goodwill should continue to be tested for impairment when a triggering event occurs. The Company elected to adopt ASU 2014-02 and use ten years as the appropriate useful life to amortize goodwill and will assess goodwill impairment at the entity level if a triggering event occurs. The Company did not identify any events or circumstances that would require the recognition of an impairment loss as of December 28, 2025.

Intangible Assets, Net

Intangible assets acquired as part of a business combination include developed technology and trademarks and are recorded based on their fair values. These are amortized using the straight-line method over a period of ten and 15 years, respectively. Additions to developed technology subsequent to the business combination are recorded at cost and are amortized on a straight-line basis over the expected useful lives, which are generally 60 months.

Intangible assets are tested for impairment when events or changes in circumstances occur that indicate possible impairment. The Company did not identify any events or circumstances that would require the recognition of an impairment loss as of December 28, 2025.

Income Taxes

Prior to acquisition, the Company's Parent has elected to be taxed as an S-Corporation under provisions of the Internal Revenue Code. Under those provisions, the Company's Parent does not pay federal income taxes. Instead, the Parent's stockholder is liable for individual federal income taxes on the Parent's combined taxable income.

Upon acquisition, the Parent Company is now subject to income taxes in the U.S. The Company is a single-member limited liability company and a wholly owned subsidiary of the Parent Company. For U.S. federal and applicable state income tax purposes, the Company is treated as a disregarded entity. As a result, the Company is not subject to income taxes under ASC 740, *Income Taxes*. Instead, all taxable income or loss of the Company is reported by the Parent Company on its income tax returns.

Because the Company is not a tax-paying entity, no provision for federal or state income taxes has been recorded in the accompanying consolidated financial statements. Deferred tax assets and liabilities are not recognized at the Company level, as the tax effects of temporary differences are reported and recognized by the Parent Company.

BrightStar Franchising, LLC

Notes to Consolidated Financial Statements

The Company follows the guidance in ASC 740 related to uncertain tax positions to the extent such positions impact the Parent Company's tax filings. However, no uncertain tax positions have been recorded by the Company, as any tax-related impacts are evaluated and recognized at the Parent Company level.

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates include, but may not be limited to, the determination of the fair value of intangible assets and other assets acquired in acquisitions, depreciable lives of property and equipment, and allowance for credit losses.

Leases

The Company determines if an arrangement contains a lease in whole or in part at the inception of the contract. Right-of-use (ROU) assets represent the right to use an underlying asset for the lease term while lease liabilities represent the obligation to make lease payments arising from the lease. All leases with an expected term greater than 12 months result in the recognition of an ROU asset and liability at the lease commencement date based on the present value of the lease payments over the lease term. The Company elected the practical expedient for private companies that allows companies to use the risk-free discount rate at the lease commencement date to determine the present value of the lease payments instead of calculating their incremental borrowing rate.

The lease term includes all non-cancelable periods and may include options to extend (or to not terminate) the lease when it is reasonably certain that the Company will exercise that option. Leases that have a term of 12 months or less at the commencement date are expensed on a straight-line basis over the lease term and do not result in the recognition of a ROU asset or lease liability.

Lease expense for operating leases is recognized on a straight-line basis over the lease term. Variable lease payments are expensed in the period in which the obligation for those payments is incurred. The Company has elected to combine lease and non-lease components, such as fixed maintenance costs, as a single lease component in calculating ROU assets and lease liabilities for all classes of leased assets. The Company also elected to implement the short-term lease exception policy.

3. Business Combination

On February 28, 2025, the Parent entered into a stock purchase agreement with a third party to sell a majority of its shares. The transaction was accounted for in accordance with ASC 805, *Business Combination*. The standard allows for provisional amounts to be recorded related to a business combination in the event the accounting is yet to be complete at the end of a reporting period. Entities have up to one year from the effective date of a business combination, referred to as a measurement period, to adjust any provisional amounts recorded. Under the acquisition method of accounting, the total purchase price was allocated to acquired assets and liabilities assumed based on their estimated fair values at the effective date.

BrightStar Franchising, LLC

Notes to Consolidated Financial Statements

The assets and liabilities of the Company have been adjusted to reflect their fair values as of the acquisition date. The application of push-down accounting resulted in recognition of the following:

Developed technology	\$ 35,700,000
Trade name	30,800,000
Goodwill	247,554,572

The fair values of the developed technology and trade name are based on significant inputs that are not observable in the market and, therefore, represent Level 3 measurement under ASC 820-10. The fair value was determined under the Income Approach: Relief-from Royalty Method.

The goodwill recognized in connection with the transaction is attributed to the excess price over the fair value of the net assets assumed allocated by the Parent to the Company. The goodwill is not deductible for tax purposes by the Company.

4. Accounts Receivable

The following is a summary of accounts receivable:

	December 28, 2025 (Successor)	December 29, 2024 (Predecessor)
Accounts receivable	\$ 6,820,400	\$ 6,968,985
Less: allowance for credit losses	(526,450)	(773,024)
Accounts Receivable, Net	\$ 6,293,950	\$ 6,195,961

5. Prepaid Expenses

The following is a summary of prepaid expenses:

	December 28, 2025 (Successor)	December 29, 2024 (Predecessor)
Prepaid broker, professional, and travel fees	\$ 722,538	\$ 581,449
Prepaid insurance	175,362	202,170
Prepaid deposits	669,239	927,830
Total Prepaid Expenses	\$ 1,567,139	\$ 1,711,449

BrightStar Franchising, LLC

Notes to Consolidated Financial Statements

6. Property and Equipment

The following is a summary of property and equipment:

	December 28, 2025 (Successor)	December 29, 2024 (Predecessor)
Office equipment	\$ 73,745	\$ 1,712,982
Computer equipment and software	2,006,108	3,748,060
Website development costs	522,612	1,769,415
Leasehold improvement	12,236	174,467
	2,614,701	7,404,924
Less: accumulated depreciation and amortization as of December 28, 2025 (Successor)	(946,743)	-
Less: accumulated depreciation and amortization as of December 29, 2024 (Predecessor)	-	(4,646,723)
Property and Equipment, Net	\$ 1,667,958	\$ 2,758,201

The Company recognized depreciation and amortization expense of \$946,743 and \$189,176 for the period from February 28, 2025 through December 28, 2025 (Successor Period) and for the period from December 30, 2024 through February 27, 2025 (Predecessor Period), respectively. The Company recognized depreciation and amortization expense of \$1,073,921 for the fiscal year ended December 29, 2024 (Predecessor Period).

7. Intangible Assets, Net

The following table provides information regarding intangible assets:

December 28, 2025 (Successor)

	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Intangible assets:			
Developed technology	\$ 38,737,242	\$ (2,963,589)	\$ 35,773,653
Trademarks	30,800,000	(1,704,548)	29,095,452
Total	\$ 69,537,242	\$ (4,668,137)	\$ 64,869,105

December 29, 2024 (Predecessor)

	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Intangible asset:			
Developed technology	\$ 21,730,640	\$ (15,275,997)	\$ 6,454,643

The Company recognized amortization expense of \$4,668,137 and \$265,971 for the period from February 28, 2025 through December 28, 2025 (Successor Period) and for the period from

BrightStar Franchising, LLC

Notes to Consolidated Financial Statements

December 30, 2024 through February 27, 2025 (Predecessor Period), respectively. The Company recognized amortization expense of \$1,772,649 for the fiscal year ended December 29, 2024 (Predecessor Period).

Amortization expense expected for future years is as follows:

Fiscal year ending

2026	\$	5,623,333
2027		5,623,333
2028		5,623,333
2029		5,623,333
2030		5,623,333
Thereafter		36,752,440
Total	\$	64,869,105

8. Goodwill, Net

The Company has one reporting unit for goodwill.

The following table provides information regarding goodwill:

December 28, 2025 (Successor)

Gross carrying amount of goodwill, beginning of year	\$	-
Additions from business acquisitions		247,554,572
Less: accumulated amortization		(20,550,421)
Net Carrying Amount of Goodwill, end of year	\$	227,004,151

Amortization expense for goodwill for the fiscal year for the period from February 28, 2025 through December 28, 2025 (Successor Period) was \$20,550,421.

Fiscal year ending

2026	\$	24,755,457
2027		24,755,457
2028		24,755,457
2029		24,755,457
2030		24,755,457
Thereafter		103,226,866
Total	\$	227,004,151

9. Notes Receivable - Affiliated Companies, Net

The Company has historically provided advances to companies affiliated through common ownership. The notes are subject to voluntary prepayment at any time, in whole or in part, without penalty. No formal repayment plans exist for these uncollateralized notes. A right of offset exists with the notes.

BrightStar Franchising, LLC

Notes to Consolidated Financial Statements

The fiscal year-end balance of these notes receivable due from affiliated companies is as follows:

December 28, 2025 (Successor)

Affiliated Company	Notes Receivable (Payable)
24-7 BrightStar Healthcare, LLC	\$ (1,046,703)
24-7 BrightStar Operations, LLC	(459,844)
BrightStar CRDM, LLC	1,312,070
BrightStar Arizona Operations, LLC	1,938,779
BrightStar FL/AL Operations, LLC	5,530,103
BrightStar Wisconsin Operations, LLC	(1,301,343)
Total	\$ 5,973,062

December 29, 2024 (Predecessor)

Affiliated Company	Notes Receivable (Payable)
24-7 BrightStar Healthcare, LLC	\$ (818,635)
24-7 BrightStar Operations, LLC	(837,742)
BrightStar Senior Living Franchising, LLC	3,888,459
BrightStar CRDM, LLC	1,083,045
BrightStar Senior Living Development of Mason, LLC	44,770
BrightStar Arizona Operations, LLC	1,232,378
BrightStar Senior Living Operations Mason, LLC	(6,336)
BrightStar FL/AL Operations, LLC	4,223,526
BrightStar Spartanburg-Greenville Operations, LLC	479,756
BrightStar Tennessee Operations, LLC	247,188
BrightStar Wisconsin Operations, LLC	995,456
Total	\$ 10,531,865

The Company made additional advances of \$13,199,697 and \$1,242,610 under the notes for the period from February 28, 2025 through December 28, 2025 (Successor Period) and for the period from December 30, 2024 through February 27, 2025 (Predecessor Period), respectively. The Company made advances of \$16,053,520 under the notes for the fiscal year ended December 29, 2024 (Predecessor Period).

The Company recorded non-cash distributions of \$19,001,110 and \$12,809,284 as a reduction of these notes for the period from February 28, 2025 through December 28, 2025 (Successor Period) and for the fiscal year ended December 29, 2024 (Predecessor Period), respectively.

10. Retirement Benefits

The Company has a defined contribution retirement plan under which participants may elect to defer a portion of their compensation for which an amount may be matched at the discretion of the Company. Substantially all of the Company's full-time employees who have met the provisions of the plan are eligible to participate. The employer's contribution was \$342,632 and \$65,285 for the period from February 28, 2025 through December 28, 2025 (Successor Period) and for the period

BrightStar Franchising, LLC

Notes to Consolidated Financial Statements

from December 30, 2024 through February 27, 2025 (Predecessor Period), respectively. The employer's contribution was \$406,574 for the fiscal year ended December 29, 2024 (Predecessor Period).

11. Commitments

Guarantee of Debt (Predecessor Period)

The Company is a guarantor of certain debt obligations of its Parent. On May 22, 2019, the Parent entered into a new debt agreement with its lender, which increased the term loan to \$51,000,000 and increased the revolving commitment to \$7,500,000. Under the term loan agreement, the Parent can elect to borrow at a floating rate based on either the Eurodollar Rate plus 5.75% to 6.50%, depending on the leverage ratio, or at the prime rate plus 4.75% to 5.50%, with a minimum required interest rate of 7.50%.

The Parent amended its term loan several times, including a December 15, 2021 amendment that extended the loan's maturity and revolving termination dates and increased capacity for additional delayed-draw and incremental term loans; a November 3, 2022 amendment that raised the revolving commitment from \$7.5 million to \$12.5 million; and a February 24, 2023 amendment that added a \$25 million delayed-draw term loan available for draw through August 24, 2024.

On February 28, 2025, the debt was extinguished as part of the stock purchase agreement entered by the Parent Company.

Guarantee of Debt (Successor Period)

On February 28, 2025, the Parent entered into a new Credit Agreement with its lenders to finance the acquisition consummated on that date. The agreement provided \$160,000,000 in Initial Term Loans and \$20,000,000 in Initial Revolving Credit Commitments, including a \$5,000,000 letter of credit sublimit and a \$5,000,000 swingline facility. The borrowings bear interest at variable rates based on either SOFR or the Base Rate, plus applicable margins as defined in the Credit Agreement.

The facilities mature on February 28, 2032, and are secured by a first-priority security interest in substantially all assets of the Parent and its guarantor subsidiaries. The Company is one of the guarantor subsidiaries of the Parent under the Credit Agreement.

As of December 28, 2025, the outstanding borrowing under the term loan obligation and swingline facility amounted to \$500,000 and \$158,800,000, respectively.

As of December 28, 2025, the effective interest rate on the term loan obligation and swingline facility was 9.10% and 11.00%, respectively.

BrightStar Franchising, LLC

Notes to Consolidated Financial Statements

The following is the schedule of the annual debt payment required by the Parent for the term loan:

Fiscal year ending

2026	\$ 1,600,000
2027	1,600,000
2028	1,600,000
2029	1,600,000
2030	1,600,000
Thereafter	150,800,000
Total	\$ 158,800,000

12. Leases

The Company has operating lease arrangements for office spaces that have lease terms that range from two to 11 years, some of which include renewal and termination options that can be elected by the Company. For the majority of leases entered into during the current period, the Company concluded it is not reasonably certain that the Company would exercise the options to extend the lease or not terminate the lease. Therefore, as of the lease commencement date, the Company's lease terms generally do not include these options. The Company includes options to extend the lease when it is reasonably certain that the Company will exercise the option.

The Company recognized rent expense associated with the leases as follows:

	Period from February 28, 2025 Through December 28, 2025 (Successor)	Period from December 30, 2024 Through February 27, 2025 (Predecessor)	Year Ended December 29, 2024 (Predecessor)
Operating lease cost:			
Fixed rent expense	\$ 160,221	\$ 44,749	\$ 194,658
Short-term lease costs	129,259	25,201	344,340
Net Lease Cost	\$ 289,480	\$ 69,950	\$ 538,998

In July 2024, the Company entered into new office lease agreements and recognized a ROU asset and lease liability amount of \$1,645,787. The cash paid for amounts included in the measurement of lease liabilities was \$17,285 and \$38,410 for the period from February 28, 2025 through December 28, 2025 (Successor Period) and for the period from December 30, 2024 through February 27, 2025 (Predecessor Period), respectively. The cash paid for amounts included in the measurement of lease liabilities was \$101,430 for the fiscal year ended December 29, 2024 (Predecessor Period).

BrightStar Franchising, LLC

Notes to Consolidated Financial Statements

The following table presents the weighted-average remaining lease term and discount rate:

<i>Fiscal year ended</i>	December 28, 2025 (Successor)	December 29, 2024 (Predecessor)
Weighted-average remaining lease term – operating lease	114 months	126 months
Weighted-average discount rate – operating leases	4.47%	4.47%

Maturities of operating leases liabilities as of December 28, 2025 are as follows:

<i>Fiscal year ending</i>	
2026	\$ 26,887
2027	186,289
2028	257,347
2029	265,029
2030	272,711
Thereafter	1,321,304
Total Future Lease Payments	2,329,567
Less: effects of discounting	(495,446)
Total Lease Liabilities	\$ 1,834,121

13. Contingencies

From time to time, the Company is involved in legal proceedings, claims, or investigations that are incidental to the conduct of the Company's business. Although the ultimate outcome of any legal matter cannot be predicted with certainty, based on present information, including management's assessment of the merits of any particular claim, the Company does not expect that these legal proceedings or claims will have any material adverse impact on its future financial position or results of operations.

The Company is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the Company carries commercial insurance. There have been no significant reductions in coverage from the prior year, and settlements, if any, have not exceeded coverage.

14. Subsequent Events

Management has evaluated subsequent events through April 1, 2026, the date the consolidated financial statements were available to be issued. No material subsequent events have occurred through this date that required recognition or disclosure in these consolidated financial statements.

BrightStar Franchising, LLC

Consolidated Financial Statements
Fiscal Years Ended December 29, 2024
and December 31, 2023

The report accompanying these financial statements was issued by BDO USA, P.C., a Virginia professional corporation, and the U.S. member of BDO International Limited, a UK company limited by guarantee.



BrightStar Franchising, LLC

Consolidated Financial Statements

Fiscal Years Ended December 29, 2024 and December 31, 2023

BrightStar Franchising, LLC

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Independent Auditor's Report

BrightStar Franchising, LLC
Bannockburn, Illinois

Opinion

We have audited the consolidated financial statements of BrightStar Franchising, LLC (the Company), which comprise the consolidated balance sheets as of December 29, 2024 and December 31, 2023, and the related consolidated statements of income, member's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 29, 2024 and December 31, 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Emphasis of Matter - Change in Control

As described in Note 11, on February 28, 2025, the Parent Company entered into a stock purchase agreement with a third party to sell a majority of its shares. The transaction included rollover shares for retention of a minority interest. As part of this transaction, the Parent Company's outstanding debt, for which the Company served as the guarantor, was extinguished. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Consolidated Financial Statements

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



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

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

BDO USA, P.C.

April 9, 2025

Consolidated Financial Statements

BrightStar Franchising, LLC

Consolidated Balance Sheets

	December 29, 2024	December 31, 2023
Assets		
Current Assets		
Cash and cash equivalents	\$ 2,447,666	\$ 267,218
Accounts receivable, net of allowances for credit losses of \$773,024 and \$213,282, respectively	6,195,961	5,986,114
Prepaid expenses	1,711,449	1,782,560
Other current assets	148,277	435,628
Total Current Assets	10,503,353	8,471,520
Property and Equipment, Net	9,212,844	8,551,823
Other Long-Term Assets		
Operating lease - right-of-use asset	1,576,830	137,232
Notes receivable - affiliated companies, net	10,531,865	7,287,629
Total Other Long-Term Assets	12,108,695	7,424,861
Total Assets	\$ 31,824,892	\$ 24,448,204
Liabilities and Member's Equity		
Current Liabilities		
Accounts payable	\$ 667,611	\$ 1,993,783
Accrued salaries and payroll tax	3,548,509	3,310,197
Operating lease liability	58,782	77,343
Other current liabilities	2,744,210	3,026,086
Total Current Liabilities	7,019,112	8,407,409
Long-Term Liabilities		
Operating lease liability, net of current	1,716,558	-
Total Long-Term Liabilities	1,716,558	-
Total Liabilities	8,735,670	8,407,409
Commitments and Contingencies		
BrightStar Franchising, LLC Member's Equity	41,412,396	31,379,828
Non-Controlling Interest	(18,323,174)	(15,339,033)
Total Member's Equity	23,089,222	16,040,795
Total Liabilities and Member's Equity	\$ 31,824,892	\$ 24,448,204

See accompanying notes to consolidated financial statements.

BrightStar Franchising, LLC

Consolidated Statements of Income

<i>Fiscal year ended</i>	December 29, 2024	December 31, 2023
Revenues		
Royalty fees	\$ 39,544,068	\$ 36,830,410
General marketing fund fees	13,745,282	13,476,528
System fees	5,432,681	5,044,124
Initial franchisee fees	1,647,499	610,231
Other	1,766,470	807,476
Total Revenues	62,136,000	56,768,769
Expenses		
Payroll and related expenses	19,888,821	19,106,713
Marketing	11,068,942	10,787,667
Professional fees	2,876,622	3,389,967
Travel and meals	856,891	1,541,227
Depreciation and amortization expense	2,846,570	1,992,427
Occupancy and office expense	779,543	752,152
IT services	2,335,296	1,618,895
Insurance expense	377,222	350,269
Bad debt expense	810,260	344,476
Broker fees	3,425	80,980
Miscellaneous expenses	427,180	596,575
Total Expenses	42,270,772	40,561,348
Other Income (Expense)		
Other income - employee retention credit	-	1,781,020
Other expense	(7,517)	(66,015)
Total Other Income (Expense)	(7,517)	1,715,005
Net Income	19,857,711	17,922,426
Less: net loss attributable to the non-controlling interest	(2,984,141)	(1,766,408)
Net Income Attributable to BrightStar Franchising, LLC	\$ 22,841,852	\$ 19,688,834

See accompanying notes to consolidated financial statements.

BrightStar Franchising, LLC

Consolidated Statements of Member's Equity

	BrightStar Franchising, LLC Member's Equity	Non-Controlling Interest	Total Equity
Balance, January 1, 2023	\$ 35,998,333	\$ (13,572,625)	\$ 22,425,708
Dividend distribution, net	(24,307,339)	-	(24,307,339)
Net income (loss)	19,688,834	(1,766,408)	17,922,426
Balance, December 31, 2023	31,379,828	(15,339,033)	16,040,795
Dividend distribution, net	(12,809,284)	-	(12,809,284)
Net income (loss)	22,841,852	(2,984,141)	19,857,711
Balance, December 29, 2024	\$ 41,412,396	\$ (18,323,174)	\$ 23,089,222

See accompanying notes to consolidated financial statements.

BrightStar Franchising, LLC

Consolidated Statements of Cash Flows

<i>Fiscal year ended</i>	December 29, 2024	December 31, 2023
Cash Flows from Operating Activities		
Net income	\$ 19,857,711	\$ 17,922,426
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization expense	2,846,570	1,992,427
Credit loss expense	810,260	344,476
Non-cash change in operating leases	206,189	405,955
Net change in assets and liabilities:		
Accounts receivable	(1,020,107)	(1,159,680)
Prepaid expenses	71,111	(894,269)
Inventory	-	74,793
Other current assets	287,351	289,201
Operating lease liabilities	52,210	(482,686)
Accounts payable	(1,326,172)	102,163
Accrued salaries and payroll tax	238,312	614,843
Other current liabilities	(281,876)	252,188
Net Cash Provided by Operating Activities	21,741,559	19,461,837
Cash Flows from Investing Activities		
Notes receivable - affiliated companies	(16,053,520)	(16,272,451)
Purchase of property and equipment	(3,507,591)	(2,939,036)
Net Cash Used in Investing Activities	(19,561,111)	(19,211,487)
Net Increase in Cash and Cash Equivalents	2,180,448	250,350
Cash and Cash Equivalents, beginning of year	267,218	16,868
Cash and Cash Equivalents, end of year	\$ 2,447,666	\$ 267,218
Supplemental Non-Cash Disclosure		
Deemed dividend, net	\$ (12,809,284)	\$ (24,307,339)
Lease liability from obtaining right-of-use asset	(1,645,787)	-

See accompanying notes to consolidated financial statements.

BrightStar Franchising, LLC

Notes to Consolidated Financial Statements

1. Description of Business and Operations

BrightStar Franchising, LLC (the Company) is a member of a consolidated group whose parent is BrightStar Group Holdings, Inc. (the Parent), which consists of 14 additional members—BrightStar Technology Group, LLC; 24-7 BrightStar Operations, LLC; 24-7 BrightStar Healthcare, LLC; BrightStar Franchising, LLC; BrightStar Senior Living, LLC; BrightStar CRDM, LLC; BrightStar Senior Living Development of Mason, LLC; Brightstar Senior Living Operations of Mason, LLC; BrightStar Owned LLC; BrightStar Scottsdale Operations, LLC; BrightStar FL/AL Operations, LLC; BrightStar Spartanburg-Greenville Operations, LLC; BrightStar TN Operations, LLC; and BrightStar Wisconsin Operations, LLC. As noted in Note 6, there are various intercompany receivables and notes between these companies. The Company is organized as a limited liability company under the laws of the state of Illinois, and it is a franchiser of businesses, BrightStar Care franchises, which provide medical staffing and home medical care services throughout the United States.

The Company's fiscal year ends on the nearest Sunday to December 31. There were 52 weeks included in the years ended December 29, 2024 and December 31, 2023.

2. Summary of Significant Accounting Policies

Variable Interest Entity and Principles of Consolidation

The Company consolidates BrightStar Technology Group, LLC in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 810, *Consolidation*. The standard addresses consolidation by a business enterprise of a variable interest entity (VIE). The provisions identify the primary beneficiary of a VIE as the enterprise that has both the power to direct the activities of a VIE that most significantly impact the entity's economic performance, and the obligation to absorb losses of the entity that could potentially be significant to the VIE or the right to receive benefits from the entity that could potentially be significant to the VIE.

Generally, a VIE is an entity with at least one of the following conditions: (1) the total equity investment at risk is insufficient to allow the entity to finance its activities without additional subordinated financial support, or (2) the holders of the equity investment at risk, as a group, lack any one of the following three characteristics: (i) the power to direct the entity's activities that most significantly impact its performance, (ii) the obligation to absorb the expected losses of the entity, or (iii) the right to receive the expected residual returns of the entity. The primary beneficiary of a VIE is an entity that has a variable interest or a combination of variable interests that provide that entity with a controlling financial interest in the VIE. An entity is deemed to have a controlling financial interest in a VIE if it has both of the following characteristics: (1) the power to direct the activities of the VIE that most significantly impact the VIE's economic performance, and (2) the obligation to absorb the losses of the VIE that could potentially be significant to the VIE or the right to receive benefits from the VIE that could potentially be significant to the VIE.

BrightStar Technology Group, LLC is a limited liability company (LLC) established to provide technology services to the franchisees within the affiliated group.

BrightStar Franchising, LLC and BrightStar Technology Group, LLC are commonly controlled, and BrightStar Franchising, LLC is deemed to be the primary beneficiary of BrightStar Technology Group, LLC. BrightStar Franchising, LLC provides funding for the operations of BrightStar Technology Group, LLC and the franchisees of BrightStar Franchising, LLC are required to use the technology services provided by BrightStar Technology Group, LLC for their technology needs.

BrightStar Franchising, LLC

Notes to Consolidated Financial Statements

Accordingly, the accompanying consolidated financial statements include the accounts of BrightStar Technology Group, LLC. All intercompany balances and transactions are eliminated in consolidation.

Basis of Accounting

The Company maintains its books and records on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America (GAAP). Under the accrual method of accounting, revenues are recorded when earned and expenses are recorded when incurred.

Cash and Cash Equivalents

For purposes of the consolidated statements of cash flows, cash equivalents include the general checking account held by the Company. From time to time, cash balances may exceed federally insured limits of \$250,000. The Company believes the associated credit risk to be minimal.

Accounts Receivable

The Company grants credit to its customers in the normal course of business. Accounts receivable are recorded at the invoiced amount and do not bear interest. The Company may create payment plans for customers with significant past-due balances. The Company maintains an allowance for credit losses to cover potential credit losses relating to its accounts receivable. The allowance is based on the Company's historical collection experience, as well as an analysis of specific past-due accounts and forward-looking information. All accounts or portions thereof deemed to be uncollectible by management are written off in the period in which that determination is made. Balances outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

Revenue Recognition

Under ASC 606, *Revenue from Contracts with Customers*, the Company accounts for a contract when it has approval and commitment from both parties, the rights of the parties are identified, payment terms are identified, the contract has commercial substance, and collectability of consideration is probable. The Company recognizes revenue only when it satisfies a performance obligation by transferring a promised good or service to the customer. The good or service is considered to be transferred when the customer obtains control, meaning when the customer has the ability to direct the use and obtain substantially all of the remaining benefits of the good or service. At each contract inception, the Company determines whether control of a good or service transfers to a customer over time or at a point in time.

Franchise Revenue

The terms of the franchise agreements are typically for ten years. As of December 29, 2024, there were 408 franchises: 373 franchised and 35 Company-owned.

BrightStar Franchising, LLC

Notes to Consolidated Financial Statements

As part of each agreement, the Company identified one performance obligation that requires the Company to provide a combination of the following:

- *Intellectual Property* - Licenses grant a non-exclusive right to establish and operate a medical staffing and home medical care services business under the trademarks and systems established as part of the BrightStar license during the term of the agreement.
- *Marketing Services* - These services are ongoing local and national advertising programs that are implemented throughout the course of the contract term.
- *Continuing Consulting Services* - These services include the review of plans and equipment and merchandise selection.

The Company determined that the services noted above represent a set of integrated or highly interrelated tasks/services and are, therefore, accounted for as a single-performance obligation of providing the franchise license.

In addition, the Company has also determined the following performance obligation is included in the contracts but is distinct from the above performance obligation:

- *Pre-Opening Services* - These services provide primarily training programs, operating manuals, assistance in site selection, and setting up franchisee records.

The contracts the Company enters contain several types of payments including:

- *Initial Fees* - Franchise agreements require an initial fee up to \$50,000 for the first 200,000 to 300,000 in population in the territory. If franchisees wish to purchase a territory with a population of less than 200,000, the initial fee is \$25,000. If franchisees wish to purchase a territory with a population of over 300,000, the franchisees must pay the franchisor an additional \$100 per additional 1,000 people in the territory above 300,000. Initial franchise fees are due and payable when a contract is signed and are not refundable.
- *Royalty Fees* - The Company receives weekly royalty payments based on a percentage of each franchisee's prior month's net billings. The franchisee is required to meet a certain minimum revenue level for the payment of these royalty fees in any given month, effective two years after the opening date.
- *General Marketing Fund Fees* - These fees are based on the greater of \$500 per month or 2.5% of franchisee net billings to contribute to the local franchise and to the national brand advertising activities directed by the franchisor. These fees are typically due on a monthly basis over the course of the contract term.
- *Monthly Technology Fees* - The Company receives monthly fees for the use of its Athena Business System technology software based on the greater of \$250 per month or 0.83% of franchisee prior month's net billings.
- *Renewal Fees* - Franchise agreements include renewal options and require the franchisee to pay a renewal fee.
- *Transfer Fees* - Franchise agreements include transfer options and require the franchisee to pay a transfer fee.

BrightStar Franchising, LLC

Notes to Consolidated Financial Statements

The Company recognizes revenue for each performance obligation identified within the customer contracts when, or as, the performance obligation is satisfied by transferring the promised goods or services. All revenue is recognized over time. The Company recognizes revenue over time for the combined franchise license performance obligation and for pre-opening services, as these performance obligations involve a continuous transfer of control to the customer.

The standard specifically identifies franchise rights as an example of a symbolic license. This type of license is satisfied over time since the customer simultaneously receives and consumes the benefit as the entity performs its obligation to provide access and, therefore, meets the criterion of recognizing revenue over time. Royalty fees represent the majority of consideration the Company receives under franchise agreements and are recognized over time at the greater of the actual royalty earned or the contract monthly minimum each month. Revenue related to upfront fees allocated to this single-performance obligation is recognized over time using a straight-line (time-lapse) measure of progress as the control of various services is provided to the customer ratably over the term of the contract for the initial upfront fee. The renewal option provides continued access for the franchise rights (symbolic license) for an extended period of time and, therefore, would also be recognized over time (over the course of the renewal term) as it meets the above-mentioned criterion. The Company allocates the consideration between the pre-opening services and symbolic license based upon relative standalone selling prices.

For the pre-opening services, primarily related to setup and training, the Company also recognizes revenue over time since the customer simultaneously receives and consumes the benefit as the entity provides the services. Revenue for this performance obligation is recognized over time using an input measure of progress based upon when the service is performed.

General Marketing Fund

The General Marketing Fund (GMF) funds received from the franchisees are recognized as revenue over time at the greater of the actual GMF fees earned or the contract monthly minimum each month, and marketing expenses are recognized when incurred within the Company's consolidated statements of income. GMF income was \$13,745,282 and \$13,476,528 for the years ended December 29, 2024 and December 31, 2023, respectively, and is included within the consolidated statements of income. GMF expense was \$12,903,956 and \$12,493,237 for the years ended December 29, 2024 and December 31, 2023, respectively, and is included within the consolidated statements of income.

Contract assets include accrued revenue for items not invoiced as of period end due to billing occurring subsequent to the performance obligation being fulfilled. Contract assets were \$1,702,903 and \$1,572,320 as of December 29, 2024 and December 31, 2023, respectively, included within accounts receivable. Contract liabilities include initial franchise fees received upfront for the right to use the BrightStar brand. These fees are recognized ratably over the initial term of the individual contracts, which typically lasts ten years. Contract liabilities were immaterial as of December 29, 2024 and December 31, 2023.

Property and Equipment, Net

Property and equipment is recorded at historical cost, less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the equipment, three to seven years, or the life of the lease.

BrightStar Franchising, LLC

Notes to Consolidated Financial Statements

For property and equipment that is sold or retired, its cost and accumulated depreciation are removed from the consolidated balance sheets during the period of the disposition and any gain or loss on disposition is credited or charged to operations. Repair and maintenance costs are charged to expense as incurred.

The Company evaluates its property and equipment for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognized when estimated undiscounted future cash flows expected to result from the use of the asset and its eventual disposition are less than its carrying amount. The Company did not identify any impairment of its property and equipment at December 29, 2024 or December 31, 2023.

Internally Developed Software

The Company capitalizes certain costs of software developed or obtained for use of its franchises. Capitalized software costs consist of salaries and related compensation costs of employees and consultants for certain projects that qualify for capitalization. The capitalized software costs are amortized on a straight-line basis over the expected useful lives, which are generally 60 months. As of December 29, 2024 and December 31, 2023, the Company capitalized \$2,575,001 and \$2,071,727, respectively.

Income Taxes

The Company's Parent has elected to be taxed as an S-Corporation under provisions of the Internal Revenue Code. Under those provisions, the Company's Parent does not pay federal income taxes. Instead, the Parent's stockholder is liable for individual federal income taxes on the Parent's combined taxable income.

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Leases

The Company determines if an arrangement contains a lease in whole or in part at the inception of the contract. Right-of-use (ROU) assets represent the right to use an underlying asset for the lease term while lease liabilities represent the obligation to make lease payments arising from the lease. All leases with an expected term greater than 12 months result in the recognition of an ROU asset and liability at the lease commencement date based on the present value of the lease payments over the lease term. The Company elected the practical expedient for private companies that allows companies to use the risk-free discount rate at the lease commencement date to determine the present value of the lease payments instead of calculating their incremental borrowing rate.

The lease term includes all non-cancelable periods and may include options to extend (or to not terminate) the lease when it is reasonably certain that the Company will exercise that option. Leases that have a term of 12 months or less at the commencement date are expensed on a straight-line basis over the lease term and do not result in the recognition of a ROU asset or lease liability.

BrightStar Franchising, LLC

Notes to Consolidated Financial Statements

Lease expense for operating leases is recognized on a straight-line basis over the lease term. Variable lease payments are expensed in the period in which the obligation for those payments is incurred. The Company has elected to combine lease and non-lease components, such as fixed maintenance costs, as single lease component in calculating ROU assets and lease liabilities for all classes of leased assets. The Company also elected to implement the short-term lease exception policy.

3. Accounts Receivable

The following is a summary of accounts receivable:

	December 29, 2024	December 31, 2023
Accounts receivable	\$ 6,968,985	\$ 6,199,396
Less: allowance for credit losses	(773,024)	(213,282)
Accounts Receivable, Net	\$ 6,195,961	\$ 5,986,114

4. Prepaid Expenses

The following is a summary of prepaid expenses:

	December 29, 2024	December 31, 2023
Prepaid broker, professional, and travel fees	\$ 581,449	\$ 855,010
Prepaid insurance	202,170	207,355
Prepaid deposits	927,830	720,195
Total Prepaid Expenses	\$ 1,711,449	\$ 1,782,560

5. Property and Equipment

The following is a summary of property and equipment:

	December 29, 2024	December 31, 2023
Office equipment	\$ 1,712,982	\$ 1,712,982
Technology costs, including internally developed software	25,478,700	22,244,161
Website development costs	1,769,415	1,510,147
Leasehold improvement	174,467	160,683
	29,135,564	25,627,973
Less: accumulated depreciation and amortization	(19,922,720)	(17,076,150)
Property and Equipment, Net	\$ 9,212,844	\$ 8,551,823

Depreciation and amortization expense was \$2,846,570 and \$1,992,427 for the fiscal years ended December 29, 2024 and December 31, 2023, respectively.

BrightStar Franchising, LLC

Notes to Consolidated Financial Statements

6. Notes Receivable - Affiliated Companies, Net

The Company has historically provided advances to companies affiliated through common ownership. The notes are subject to voluntary prepayment at any time, in whole or in part, without penalty. No formal repayment plans exist for these uncollateralized notes. A right of offset exists with the notes.

The fiscal year-end balance of these notes receivable due from affiliated companies is as follows:

December 29, 2024

Affiliated Company	Notes Receivable (Payable)
24-7 BrightStar Healthcare, LLC	\$ (818,635)
24-7 BrightStar Operations, LLC	(837,742)
BrightStar Senior Living Franchising, LLC	3,888,459
BrightStar CRDM, LLC	1,083,045
BrightStar Senior Living Development of Mason, LLC	44,770
BrightStar Arizona Operations, LLC	1,232,378
BrightStar Senior Living Operations Mason, LLC	(6,336)
BrightStar FL/AL Operations, LLC	4,223,526
BrightStar Spartanburg-Greenville Operations, LLC	479,756
BrightStar Tennessee Operations, LLC	247,188
BrightStar Wisconsin Operations, LLC	995,456
Total	\$ 10,531,865

December 31, 2023

Affiliated Company	Notes Receivable (Payable)
24-7 BrightStar Healthcare, LLC	\$ (579,666)
24-7 BrightStar Operations, LLC	(1,079,721)
BrightStar Senior Living Franchising, LLC	3,809,963
BrightStar CRDM, LLC	795,478
BrightStar Senior Living Development of Mason, LLC	44,770
BrightStar Arizona Operations, LLC	696,970
BrightStar FL/AL Operations, LLC	3,059,074
BrightStar Spartanburg-Greenville Operations, LLC	360,135
BrightStar Tennessee Operations, LLC	54,901
BrightStar Wisconsin Operations, LLC	125,725
Total	\$ 7,287,629

During 2024 and 2023, the Company made additional advances of \$16,053,520 and \$16,272,451 under the notes, respectively. During 2024 and 2023, the Company recorded non-cash distributions of \$12,809,284 and \$24,307,339, respectively, as a reduction of these notes.

BrightStar Franchising, LLC

Notes to Consolidated Financial Statements

7. Retirement Benefits

The Company has a defined contribution retirement plan under which participants may elect to defer a portion of their compensation for which an amount may be matched at the discretion of the Company. Substantially all of the Company's full-time employees who have met the provisions of the plan are eligible to participate. The employer contribution was \$406,574 and \$355,516 for the years ended December 29, 2024 and December 31, 2023, respectively, related to this plan.

8. Commitments

Guarantee of Debt

The Company is a guarantor of certain debt obligations of its Parent. On May 22, 2019, the Parent entered into a new debt agreement with its lender, which increased the term loan to \$51,000,000 and increased the revolving commitment to \$7,500,000. Under the term loan agreement, the Parent can elect to borrow at a floating rate based on either the Eurodollar Rate plus 5.75% to 6.50%, depending on the leverage ratio, or at the prime rate plus 4.75% to 5.50%, with a minimum required interest rate of 7.50%.

On December 15, 2021, the Parent restated and amended the existing term loan in its entirety to (1) extend the maturity date, (2) extend up to an additional \$30,000,000 in aggregate principal amount of delayed draw term loans, (3) extend on an uncommitted basis up to an additional \$45,000,000 in aggregate principal amount of incremental term loans, and (4) extend the revolving commitment termination date.

On November 3, 2022, the Parent restated and amended the existing term loan to increase the revolving commitment from \$7,500,000 to \$12,500,000.

On February 24, 2023, the Parent restated and amended the existing term loan to add a delayed draw term loan in the amount of \$25,000,000 that was available to be drawn on until August 24, 2024.

There were \$3,481,502 outstanding borrowings under the Parent's revolving commitment as of December 29, 2024 and there were no outstanding borrowings under the Parent's revolving commitment as of December 31, 2023. The outstanding balance under the Parent's term loan obligation is \$98,798,468 and \$97,309,715 as of December 29, 2024 and December 31, 2023, respectively.

As of December 29, 2024 and December 31, 2023, the effective interest rate on the term loan was 12.51% and 11.37%, respectively. The remaining unpaid balance is due on February 15, 2026.

The following is a schedule of the annual debt payments required by the Parent for the term loan over the next five years:

Fiscal year ending

December 28, 2025	\$ 1,022,500
January 3, 2027	97,775,968
Total	\$ 98,798,468

BrightStar Franchising, LLC

Notes to Consolidated Financial Statements

On February 28, 2025, the debt was extinguished as part of the stock purchase agreement entered by the Parent (see Note 11).

9. Leases

The Company has operating lease arrangements for office spaces that have lease terms that range from two to 11 years, some of which include renewal and termination options that can be elected by the Company. For the majority of leases entered into during the current period, the Company concluded it is not reasonably certain that the Company would exercise the options to extend the lease or not terminate the lease. Therefore, as of the lease commencement date, the Company's lease terms generally do not include these options. The Company includes options to extend the lease when it is reasonably certain that the Company will exercise the option.

The Company recognized rent expense associated with leases as follows:

<i>Fiscal year ended</i>	December 29, 2024	December 31, 2023
Operating lease cost:		
Fixed rent expense	\$ 194,658	\$ 482,686
Short-term lease costs	344,340	269,466
Net Lease Cost	\$ 538,998	\$ 752,152

In July 2024, the Company entered into new office lease agreement and recognized ROU and lease liability amounted to \$1,645,787. The cash paid for amounts included in the measurement of lease liabilities was \$101,430 and \$482,686 in the fiscal years ended December 29, 2024 and December 31, 2023, respectively.

The following tables present the weighted-average remaining lease term and discount rate:

<i>Fiscal year ended</i>	December 29, 2024	December 31, 2023
Weighted-average remaining lease term - operating lease	126 months	3 months
Weighted-average discount rate - operating leases	4.47%	1.04%

Maturities of operating leases liabilities as of December 29, 2024 are as follows:

<i>Fiscal year ending</i>	
2025	\$ 21,125
2026	26,887
2027	186,289
2028	257,347
2029	265,029
Thereafter	1,594,015
Total Future Lease Payments	2,350,692
Less: effects of discounting	(575,352)
Total Lease Liabilities	\$ 1,775,340

BrightStar Franchising, LLC

Notes to Consolidated Financial Statements

10. Contingencies

From time to time, the Company is involved in legal proceedings, claims, or investigations that are incidental to the conduct of the Company's business. Although the ultimate outcome of any legal matter cannot be predicted with certainty, based on present information, including management's assessment of the merits of any particular claim, the Company does not expect that these legal proceedings or claims will have any material adverse impact on its future financial position or results of operations.

The Company is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the Company carries commercial insurance. There have been no significant reductions in coverage from the prior year, and settlements, if any, have not exceeded coverage.

Employee Retention Credit

The Employee Retention Credit (ERC) is a refundable tax credit that businesses can claim on qualified wages, including certain health insurance costs, paid to employees. The Company engaged a third-party tax consultant to assist in the qualification evaluation and filing of the ERC. The Company received \$1,781,020 in payments from the Internal Revenue Service (IRS) in 2023, which has been recorded as other income (expense) on the consolidated statements of income. An additional \$503,105 remains unpaid and is fully reserved as of December 29, 2024. The funds received remain subject to examination by the IRS.

11. Subsequent Events

On February 28, 2025, the Parent entered into a stock purchase agreement with a third party to sell a majority of its shares. The transaction included rollover shares for retention of a minority interest. As part of this transaction, the Parent's outstanding debt, for which the Company served as the guarantor, was extinguished.

The Company has evaluated subsequent events through April 9, 2025, the date the consolidated financial statements became available for issuance.

EXHIBIT G

**TO BRIGHTSTAR FRANCHISING, LLC'S
FRANCHISE DISCLOSURE DOCUMENT**

**MICROSOFT DYNAMICS GP SOFTWARE
AGREEMENT TO BE BOUND**

Microsoft Dynamics GP Software

Agreement to be Bound

Reference is hereby made to that certain Dynamics GP Franchisee Addendum between Microsoft Corporation and BrightStar Franchising, LLC (the “Addendum”) and the Microsoft Dynamics GP Software License Terms referred to in the Addendum (the “License Terms”), copies of each of which are attached to this Addendum as Attachment A.

The undersigned hereby agrees (1) that his/her/their right to use and access the software referred to in the Addendum and the License Terms is conditioned on his/her/their execution and delivery of this Agreement to be Bound and (2) to be bound by all terms and conditions of each of the Addendum and the License Terms that are applicable to “additional affiliates” or any “additional affiliate”. This Agreement to be Bound will inure to the benefit of Microsoft Corporation and BrightStar Franchising, LLC and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has/have duly signed this Agreement to be Bound as of the date identified below.

Dated: _____

By: _____
[type name]

By: _____
[type name]

By: _____
[type name]



Instructions:

- Please have an officer or authorized company representative of the licensee authorize two copies.
- It is recommended that you fax or scan a copy to obtain a soft copy.
- Upon completion please send this and other documents to:

Microsoft Corporation
Attention: Agreement Processing
One Lone Tree Road
Fargo, North Dakota 58104
USA



**Microsoft Software License Terms
Dynamics GP Franchisee Addendum (this "Addendum")**

Microsoft Corporation ("Microsoft") and BrightStar Franchising, LLC, an Illinois limited liability company ("Licensee"), enter this agreement to amend the Microsoft Dynamics GP Software License Terms between the parties (the "License Terms") (a copy of the License Terms is attached hereto as Exhibit A).

WHEREAS, Microsoft and Licensee are parties to the License Terms; and

WHEREAS, Microsoft and Licensee desire to amend and supplement the License Terms, on the terms and conditions set forth in this Addendum;

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. Definition of Affiliates. Clause (i) of the definition of "affiliates" in Section 2 of the License Terms is hereby amended to read in its entirety as follows:

"(i) for you, any person or entity that, directly or indirectly, you own or control, owns or controls you or is under common ownership or control with you, in each case as of the date of this agreement or thereafter; provided, that there will be a maximum of 500 persons and entities in the aggregate that qualify as your "affiliates" under this agreement;"

2. Definition of Ownership. The definition of "ownership" in Section 2 of the License Terms is hereby amended to read in its entirety as follows: "ownership" or "own" means more than 50% ownership;"

3. Additional Definitions. The following definitions are hereby added to Section 2 of the License Terms:

"additional affiliates" means franchisees, master franchisees and sub-franchisees;"

"control", as applied to any person or entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that person or entity, whether through the ownership of voting securities, by contract or otherwise;"

"franchisee" means any person or entity that has entered into or hereafter enters into one or more agreements with you or any of your affiliates pursuant to which or as a result of which you or such affiliate would be considered a franchisor under applicable law or pursuant to which you or any of your affiliates is acting in the capacity of franchisor and pursuant to which such person or entity has a right to use a trade name containing the term "BrightStar" or "Bright Star"; provided, that a person or entity will cease to be a "franchisee" hereunder upon the expiration or termination of substantially all of its material franchise rights under such agreement(s);"



““master franchisee” means any person or entity that has entered into or hereafter enters into one or more agreements with you or any of your affiliates pursuant to which such person or entity has rights to grant one or more third parties franchises or related rights relating to any franchise system or concept offered at any time by you or any of your affiliates, which franchise system or concept includes use of a trade name containing the term “BrightStar” or “Bright Star”; provided, that a person or entity will cease to be a “master franchisee” hereunder upon the expiration or termination of substantially all of such rights to grant franchises or related rights under such agreement(s);”

““sub-franchisee” means any person or entity that has entered into or hereafter enters into one or more agreements with a master franchisee pursuant to which such person or entity is granted a franchise or related rights relating to any franchise system or concept offered at any time by you or any of your affiliates, which franchise system or concept includes use of a trade name containing the term “BrightStar” or “Bright Star”; provided, that a person or entity will cease to be a sub-franchisee upon the expiration or termination of substantially all of its material franchise rights under such agreement(s);”

4. Breach, etc. Section 7 of the License Terms is hereby amended by adding the following after the last sentence thereof:

“Notwithstanding the foregoing provisions of this Section 7, such right of revocation is limited by and subject to the following: (a) Microsoft will give you or your affiliate or an additional affiliate (as applicable) written notice of any failure to comply with the terms of this agreement, (b) you or your affiliate or an additional affiliate, as applicable, will have a reasonable period of time, which will not be less than 60 days after receipt of such written notice, to cure such failure to comply, (c) if such failure to comply is not substantially cured within such period, Microsoft may revoke the breaching person’s right to use the software under this agreement, but such revocation will not apply to the rights of any person other than the breaching person, and (d) for purposes of this Section 7, in no event will you or any of your affiliates be deemed out of compliance with the terms of this agreement based in whole or in part on actions or omissions of any additional affiliate nor will any additional affiliate be deemed out of compliance with the terms of this agreement based in whole or in part on actions or omissions of any other additional affiliate or you. Such notice and opportunity to cure shall not apply to a breach of this agreement that is not capable of being cured and that involves material infringement of Microsoft’s intellectual property rights in the software.”

5. Assignment. Section 10 of the License Terms is hereby amended by adding the following sentence immediately after the last sentence thereof:

“Notwithstanding the foregoing provisions of this Section 10, you shall be permitted to assign the software license terms and/or this agreement to an affiliate or in the event of an initial public offering, merger, acquisition, consolidation or sale of all or substantially all of your assets or stock, or by operation of law, except that you shall notify Microsoft in writing of such assignment or transfer. These terms shall inure to the benefit of and shall be binding upon the successors.”



6. Rights of Additional Affiliates, etc. Additional affiliates will have all rights to use (for their internal business purposes as related to their status as additional affiliates) and access the software that is the subject of the License Terms and all other rights that Licensee and its affiliates have under the License Terms. For purposes of Section 4(a) of the License Terms, users that are employees, contractors or agents of additional affiliates will be licensed on the terms in such Section 4(a) that apply to employees, contractors or agents of Licensee's affiliates. Licensee will list and keep reasonably current all additional affiliates which use this software on Appendix A to this Addendum (as amended from time to time by Licensee) and they must sign this Addendum (or an instrument reasonably satisfactory to Microsoft in which they agree to be bound by the terms of this Addendum and the License Terms) before accessing the software; provided, that additional affiliates existing as of the effective date of this Addendum will have a period of up to 90 days after such effective date to sign this Addendum or such an instrument and during such period Licensee will cause each such additional affiliate to comply with such terms. By signing this Addendum or such an instrument, an additional affiliate agrees to be bound by the terms and conditions of this Addendum and the License Terms (with respect to the License Terms, as if such additional affiliate was the licensee thereunder).

7. Certain Obligations of Licensee, etc. Licensee agrees to maintain an active Microsoft Dynamics Enhancement plan for three (3) years from the date of its execution of this Addendum.

Licensee agrees to indemnify Microsoft and its affiliates against any loss, damage, liability or cost which results from non-compliance by additional affiliates with the terms of this Addendum or the License Terms.

Each additional affiliate agrees to indemnify Microsoft and its affiliates and (without limiting any other obligations such additional affiliate may have) Licensee and its affiliates against any loss, damage, liability or cost which results from such additional affiliate's non-compliance with this Addendum or the License Terms.

8. Miscellaneous. The parties may sign this Addendum by facsimile or other electronic means of communication and in any number of counterparts, all of which taken together comprise one and the same agreement. Notwithstanding anything to the contrary set forth in this Addendum and/or the License Terms, this Addendum shall terminate automatically and without notice with respect to any additional affiliate upon such person or entity ceasing to satisfy the requirements for qualifying as an additional affiliate, except that a reasonable transition period to migrate data and information relating or belonging to such person or entity shall be permitted without using the software to run the non-qualifying person or entity's business; provided, that such termination will not affect the rights of any other person or entity, which rights will continue in accordance with the terms of this Addendum and the License Terms. This Addendum will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No right of Licensee, any of its affiliates or any additional affiliate arising under this Addendum or the License Terms may be limited or otherwise modified, and no obligation or liability of any such person or entity may be expanded or created, without such person or entity's agreement thereto contained in a writing executed (which execution must be by ink on paper and not electronically) and delivered by such person or entity.



9. Verifying Compliance. The following new Section 21 is hereby added to the License Terms:

“21. VERIFYING COMPLIANCE. We have the right to verify compliance with this agreement, at our expense, for so long as you are licensed to use the software. To do so, we will engage an independent accountant from a nationally recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 30 days notice, during normal business hours and in a manner that does not interfere unreasonably with your operations. If verification or self-audit reveals unlicensed use of the software, you must promptly order sufficient licenses to permit all usage disclosed. If material unlicensed use is found (license shortage of 10% or more), you must reimburse us for the costs we have incurred in verification and acquire the necessary additional licenses within 30 days. If we undertake such verification and do not find material unlicensed use of the software, we will not undertake verification for at least one year. We and our auditors will use the information obtained in compliance verification only to enforce our rights and to determine whether you are in compliance with the terms of the applicable license agreement. By invoking the rights and procedures described above, we do not waive our rights to enforce this agreement or to protect our intellectual property by any other means permitted by law.”

10. Prior Use and Access. None of Licensee or any of its affiliates will have liability for use of or access to the software by or on behalf of, or for hosting the software or making it available to, additional affiliates prior to the effective date of this Addendum, to the extent applicable license fees are paid and such conduct would have complied with this Addendum and the License Terms if done as of the effective date of this Addendum with respect to a person or entity qualifying as an additional affiliate that had signed this Addendum as of such date. Licensee will indemnify Microsoft against any loss, damage, liability or cost which results from any use of or access to the software by or on behalf of any additional affiliate prior to the effective date of this Addendum to the extent such use or access (x) was enabled by Licensee on Licensee’s licensed copy of the software and (y) would not have complied with this Addendum and the License Terms if done as of such effective date by an additional affiliate that had signed this Addendum as of such date.



IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives as of the date set forth below.

Customer	Microsoft
Name of Entity: BrightStar Franchising, LLC	Microsoft Corporation
Signature * By: <u>Shelly A Sun</u>	Signature
Printed Name * <u>Shelly A Sun</u>	Printed Name
Printed Title * <u>CEO</u>	Printed Title
Signature Date * <u>6-24-09</u>	Signature Date (date Microsoft affiliate countersigns) <u>Kelly Leary</u> KELLY LEARY STRATEGIC ALLIANCE MGR. <u>6-24-09</u>
* indicates required field	Effective Date (may be different than our signature date) June __, 2009



Appendix A

The Licensee agrees maintain this list of all additional affiliates which use the Dynamics GP software on this addendum. See attached (as it may be amended from time to time by Licensee).

EXHIBIT A

License Terms

See attached.

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT DYNAMICS AX 3.x, AX 4.0, AX 2009

MICROSOFT DYNAMICS GP 9.x, GP 10.0

MICROSOFT DYNAMICS NAV 4.x, NAV 5.0, NAV 2009

MICROSOFT DYNAMICS SL 6.x, SL 7.0

These license terms are an agreement between Microsoft Corporation (or based on where you are located, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply. **These license terms supersede the license terms embedded in the software.**

By installing, having installed, or using the software, you accept these terms. If you do not accept them, do not install, have installed or use the software.

If you comply with these license terms, you have the rights below.

1. OVERVIEW.

- a. **Software.** The software may include
 - server software;
 - client software that can be installed on devices and used with the server software;
 - additional components that may be separately licensed; and
 - any fixes, patches or updates for the software.
- b. **License Model.** The software is licensed based on
 - the number of copies of system databases that you install;
 - the number of your users that access the system database; and
 - additional components you license.

2. DEFINITIONS.

- "you" means the legal entity that has agreed to these license terms and your affiliates.
- "affiliates" means (i) for you, any legal entity that you own, which owns you, or which is under common ownership with you; (ii) for Microsoft, any legal entity that Microsoft owns, which owns Microsoft, or which is under common ownership with Microsoft;
- "ownership" means more than 50% ownership;
- "client software" means the software that allows a single personal computer, workstation, terminal, handheld computer, personal digital assistant, or other electronic device ("device") to access or use the server software or to use certain aspects of the server software when disconnected from the server;
- "server software" means the software that provides services or functionality on your server (your computers capable of running the server software are "servers"); and
- "system database" means the underlying database that controls your users and financial reporting units.

3. INSTALLATION AND USE RIGHTS.

- a. **Server Software.** You may install an unlimited number of copies of the server software to access your system database. However, you may only use the number of copies that your license key permits. You may not duplicate

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license keys without Microsoft's prior written consent.

- b. **Client Software.** You may install an unlimited number of copies of the client software. However, you may use the client software only with the server software.
- c. **Additional Components.** You may install an unlimited number of copies of the additional components you have licensed for your system database. You must obtain a separate license for each system database if you wish to install an additional component for multiple system databases. You may not duplicate license keys without Microsoft's express written consent. For additional information and license restrictions regarding additional components, see <http://www.microsoft.com/dynamics/purchase/editionsandlicensing.mspix>.

4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. **User Licenses.** In addition to the server software license, you must acquire user licenses for the total number of users that access the system database directly or indirectly. User licenses are specific to a system database and may not be used with or shared among different system databases. You may license concurrent users, named users, or the external connector depending on the type of access to the system database that the user requires. For users that are your or your affiliates' employees, contractors or agents, you must license concurrent users and named users. For all other access to the system database, including access where no individual users are involved you must license either the external connector, concurrent users or named users. "Concurrent users" are licenses that allow any individual to access the system database. The number of concurrent users licensed refers to the maximum number of individuals that may access the system database simultaneously. "Named users" are licenses that are specific to individual users and may not be shared among individual users. "Third party users" are any concurrent user or named user that is not your or your affiliates' employees, contractors or agents. "External connector" is a license that allows any third party user, application or device to access the system database. For additional information types of user licenses and license restrictions regarding user licenses, see <http://www.microsoft.com/dynamics/purchase/editionsandlicensing.mspix>.
- b. **Multiplexing.** Hardware or software you use to
 - pool connections,
 - reroute information,
 - reduce the number of devices or users that directly access or use the software, or
 - reduce the number of devices or users the software directly manages,(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses you need.
- c. **External Connector Licenses.** You must assign each external connector license you acquire to a system database. Each external connector license assigned to a system database permits any number of third party users, applications or devices to access that system database. You do not need concurrent or named user licenses for those users. You may not use the external connector for business process outsourcing purposes.
- d. **Third Party Hosting.** You may have a third party host the software on your behalf solely for access by you and your affiliates. You may not permit your third party hosting vendor to allow access to the software by unaffiliated third parties except as otherwise allowed through an external connector license. Your third party hosting vendor must agree to be bound by these terms.
- e. **License Grant for Templates.** You may copy and use templates provided with the software and identified for such use in documents and projects that you create. You may distribute those documents and projects non-commercially.
- f. **Restrictions related to the use of Crystal Reports.** If Crystal Reports Runtime Server is included in the software, you may not distribute the Crystal Reports Runtime Server component of the software (the "Runtime Component") with any general-purpose report writing, data analysis or report delivery product or any other product that performs the same or similar functions as the Runtime Component. You may not use the Runtime Component to create for distribution a product that is generally competitive with Business Objects product offerings. You may not use the Runtime Component to create for distribution a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of Business Objects.
- g. **Modification.** You may modify the software only as necessary to use it for your internal business purposes if you received it in source code form or you have licensed tools from Microsoft that allow you to modify the object code form. You agree that Microsoft is not responsible for any problems that result from modifications made by you or a third party or that are caused by third party hardware or software.
- h. **Additional Functionality.** Microsoft may provide additional functionality for the software. Other license terms

and fees may apply.

5. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
- a. **Consent for Internet-Based Services.** Certain features in the software may connect to Microsoft or third party service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, see the software documentation. By using these features, you consent to the transmission of this information. Microsoft does not use the information to identify or contact you.
 - b. **Computer Information.** The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.
 - **Web Content Features.** Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the device where you installed the software. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.
 - c. **Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.
6. **BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software.
7. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law or a separate written contract with Microsoft gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may only use the software for your internal business purposes. You may not
- work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish the software for others to copy;
 - rent, lease or lend the software; or
 - use the software for commercial software hosting services. However, you may use the software to provide business process outsourcing services to unaffiliated third parties provided that they do not access the software or system database.
- Your rights to use the software are perpetual but may be revoked if you or your affiliates do not comply with the terms of this agreement. Rights to access the server software do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access the server.
8. **BACKUP COPY.** You may make multiple copies of the software for backup, development and testing purposes, so long as such copies are not used in production and the development is for your internal use only. Your backup copies may be hosted by a third party on your behalf.
9. **FAIL-OVER RIGHTS.** You may run a single passive fail-over instance of your system database for temporary support.
10. **LICENSE TRANSFER.** You may not transfer the software to a third party without Microsoft's prior written consent. If permitted, there may be additional charges for transferring the software to a third party.
11. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
12. **ACADEMIC EDITION SOFTWARE.** You must be a "Qualified Educational User" to use software marked as "Academic Edition" or "AE." If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

13. **DOWNGRADE.** Instead of installing the software, you may install and use an earlier version. This agreement applies to your use of the earlier version. If the earlier version includes different components, any terms for those components in the agreement that comes with the earlier version apply to your use of them. Microsoft is not obligated to supply earlier versions to you. At any time, you may replace an earlier version with this version of the software.
14. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
15. **SUPPORT SERVICES.** Microsoft provides support services for the software as described at www.support.microsoft.com/common/international.aspx.
16. **ENTIRE AGREEMENT.** This agreement (including the warranty below), and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
17. **APPLICABLE LAW.**
- a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you are located govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
 - b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
18. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.
19. **DEFENSE OF INFRINGEMENT AND MISAPPROPRIATION CLAIMS.** Microsoft will defend you against any claims made by an unaffiliated third party that the software infringes its patent, copyright or trademark or misappropriates its trade secret, and will pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents).
- You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance in defending the claim, and Microsoft will reimburse you for reasonable out of pocket expenses that you incur in providing that assistance. The terms "misappropriation" and "trade secret" are used as defined in the Uniform Trade Secrets Act, except in the case of claims arising outside the United States, in which case "misappropriation" will mean intentionally unlawful use and "trade secret" will mean "undisclosed information" as specified in Article 39.2 of the TRIPs agreement.
- Our obligations will not apply to the extent that the claim or adverse final judgment is based on (i) your use of the software after Microsoft notifies you to discontinue use due to such a claim; (ii) your combining the software with a non-Microsoft product, data or business process including third party add-ons or programs; (iii) damages attributable to the value of the use of a non-Microsoft product, data or business process; (iv) your altering or modifying the software, including any modifications by third parties; (v) your distribution of the software to, or its use for the benefit of, any third party; (vi) your use of Microsoft trademark(s) without express written consent to do so; or (vii) for any trade secret claim, your acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than Microsoft or its affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. You will reimburse us for any costs or damages that result from these actions.
- If Microsoft receives information concerning an infringement or misappropriation claim related to the software, Microsoft may, at its expense and without obligation to do so, either (i) procure for you the right to continue to run the software, or (ii) modify the software or replace it with a functional equivalent, to make it non-infringing, in which case you will stop running the software immediately. If, as a result of an infringement or misappropriation claim, your use of the software is enjoined by a court of competent jurisdiction, Microsoft will, at its option, either procure the right to continue its use, replace it with a functional equivalent, modify it to make it non-infringing, or refund the amount paid and terminate this license.
- If any other type of third party claim is brought against you regarding Microsoft's intellectual property, you must notify us promptly in writing. Microsoft may, at its option, choose to treat these claims as being covered by this section. This Section 19 provides your exclusive remedy for third party infringement and trade secret misappropriation claims.
20. **LIMITATION ON AND EXCLUSION OF DAMAGES.** You can recover from Microsoft and its suppliers only direct damages up to the amount you paid for the software except for claims covered by Section 19. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental

damages.

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if

- repair, replacement or a refund for the software does not fully compensate you for any losses; or
- Microsoft knew or should have known about the possibility of the damages.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

LIMITED WARRANTY

- A. LIMITED WARRANTY.** If you follow the instructions, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.
- B. TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES.** The limited warranty covers the software for one year after acquired by you. If you receive supplements, updates, or replacement software during that year, they will be covered for the remainder of the warranty or 30 days, whichever is longer.
- To the extent permitted by law, any implied warranties, guarantees or conditions last only during the term of the limited warranty. Some jurisdictions do not allow limitations on how long an implied warranty, guarantee or condition lasts, so these limitations may not apply to you.
- C. EXCLUSIONS FROM WARRANTY.** This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Microsoft's reasonable control.
- D. REMEDY FOR BREACH OF WARRANTY.** Microsoft will repair or replace the software at no charge. If Microsoft cannot repair or replace it, Microsoft will refund the amount shown on your receipt for the software. It will also repair or replace supplements, updates and replacement software at no charge. If Microsoft cannot repair or replace them, it will refund the amount you paid for them, if any. You must uninstall the software and return any media and other associated materials to Microsoft with proof of purchase to obtain a refund. These are your only remedies for breach of the limited warranty.
- E. CONSUMER RIGHTS NOT AFFECTED.** You may have additional consumer rights under your local laws, which this agreement cannot change.
- F. WARRANTY PROCEDURES.** You need proof of purchase for warranty service.
- 1. United States and Canada.** For warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Microsoft at
 - (800) MICROSOFT;
 - Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or
 - visit www.microsoft.com/info/nareturns.htm.
 - 2. Europe, Middle East and Africa.** If you acquired the software in Europe, the Middle East or Africa, Microsoft Ireland Operations Limited makes this limited warranty. To make a claim under this warranty, you should contact either
 - Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandymount Industrial Estate, Dublin 18, Ireland; or
 - the Microsoft affiliate serving your country (see www.microsoft.com/worldwide).
 - 3. Outside United States, Canada, Europe, Middle East and Africa.** If you acquired the software outside the United States, Canada, Europe, the Middle East and Africa, contact the Microsoft affiliate serving your country (see www.microsoft.com/worldwide).
- G. NO OTHER WARRANTIES.** The limited warranty is the only direct warranty from Microsoft. Microsoft gives no other express warranties, guarantees or conditions. Where allowed by your local laws, Microsoft excludes implied warranties of merchantability, fitness for a particular purpose and non-infringement. If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.
- H. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY.** The Limitation on and Exclusion of Damages clause above applies to breaches of this limited warranty.
- This warranty gives you specific legal rights, and you may also have other rights which vary from state to state or country to country.

EXHIBIT H
TO BRIGHTSTAR FRANCHISING, LLC'S
FRANCHISE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES

As of December 28, 2025

**BRIGHTSTAR AGENCY OFFICE LIST
AS OF DECEMBER 28, 2025**

Location	Contact Name	Legal Name	Location Address	City	State	Zip	Phone	Fax	Email
AK - Anchorage	Christine Teel	Serendipity Care Services, LLC	11901 Business Blvd Bldg B, Suite 202	Eagle River	AK	99577	(907) 313-2300	(907) 313-2301	Christine.Teel@brightstarcare.com
AL - Birmingham	Yonette Harry	The Entrance, LLC	4 Office Park Circle, Suite 309	Birmingham	AL	35223	(205) 868-2996	(205) 868-2997	yonette.harry@brightstarcare.com
AL - Huntsville	Trinia Bowling	You Matter LLC	6594 Wall Triana Hwy. Suite C	Madison	AL	35757	(256) 801-3600	(256) 801-3602	trinia.bowling@brightstarcare.com
AL - Northeast Alabama	Dhara Patel, Ricky Patel	Care First Health Inc	1998 US Hwy 78 East	Oxford	AL	36203	(256) 774-9850	(256) 774-9849	dhara.patel@brightstarcare.com; ricky.patel@brightstarcare.com
AR - Bentonville	Sean Trumbo	Highland Healthcare, LLC	1 Oldham Drive	Bella Vista	AR	72714	(479) 464-7800	(479) 464-7808	sean.trumbo@brightstarcare.com
AR - Fayetteville	Sean Trumbo	Highland Healthcare, LLC	4264 Frontage Road	Fayetteville	AR	72703	(479) 443-0600	(479) 443-0601	sean.trumbo@brightstarcare.com
AR - Hot Springs/Benton	Tiffany M. Sliger, William P. Sliger	BT Sliger, LLC	1009 W Grand Avenue	Hot Springs	AR	71913	(501) 623-7827	(501) 623-7824	tiffany.sliger@brightstarcare.com; william.sliger@brightstarcare.com
AR - Little Rock	Tiffany M. Sliger, William P. Sliger	BT Sliger, LLC	3800 North Rodney Parham Road Suite 202	Little Rock	AR	72212	(501) 224-3737	(501) 224-3738	tiffany.sliger@brightstarcare.com; william.sliger@brightstarcare.com
AZ - Phoenix NW/NE	Brian Haviland, Katie McDonald, Todd McDonald	TLK Management Corp.	4515 S. McClintock Dr. Ste. 203	Tempe	AZ	85282	(480) 897-1166	(480) 897-1188	Brian.Haviland@brightstarcare.com; Katie.McDonald@brightstarcare.com; Todd.McDonald@brightstarcare.com
AZ - Sierra Vista	Christina Anderson, Viola Lizarraga	Nurses Nook, Inc.	4024 E. La Linda Way	Sierra Vista	AZ	85635	(520) 335-6680	(520) 335-6681	christina.anderson@brightstarcare.com; viola.lizarraga@brightstarcare.com
AZ - Tempe	Brian Haviland, Katie McDonald, Todd McDonald	TLK Management Corp.	4515 S. McClintock Dr. Ste. 203	Tempe	AZ	85282	(480) 897-1166	(480) 897-1188	Brian.Haviland@brightstarcare.com; Katie.McDonald@brightstarcare.com; Todd.McDonald@brightstarcare.com
AZ - Tucson	Christina Anderson, Viola Lizarraga	Nurses Nook, Inc.	4811 E. Grant Rd Ste 255	Tucson	AZ	85712	(520) 901-6587	(520) 901-6589	christina.anderson@brightstarcare.com; viola.lizarraga@brightstarcare.com
CA - Anaheim / Yorba Linda	Peter Ngin	CNST Health Care	1440 N. Harbor Blvd. Suite 307B	Fullerton	CA	92835	(714) 361-5601	(714) 361-5605	peter.ngin@brightstarcare.com
CA - Beverly Hills	Justin Latino	Garvin and Latino, LLC	13101 Washington Blvd Suite 206	Los Angeles	CA	90066	(323) 446-4446	(323) 406-6463	Justin.Latino@brightstarcare.com
CA - Brentwood & Stockton	Kirandeep Kaur	AmeriLogis Healthcare Inc	7488 Shoreline Drive Suite A-3	Stockton	CA	95219	(209) 644-7050	(209) 644-2299	Karen.Kaur@brightstarcare.com
CA - Carlsbad	Daniel Sweiger, Susan Sweiger	Dusie Corporation	5962 La Place Ct. Suite 195	Carlsbad	CA	92008	(760) 448-1021	(760) 692-2226	Dan.Sweiger@brightstarcare.com; Susie.Sweiger@brightstarcare.com
CA - Carmel Valley / Rancho Santa Fe	Sanaz Vzairi, Seyamak "Mak" Vaziri	Vaziri Care, Inc.	9672 Via Excelencia Ste 102A	San Diego	CA	92126	(858) 247-1111	(858) 429-0404	Sanaz.Vaziri1@brightstarcare.com; Mak.Vaziri@brightstarcare.com
CA - Castro Valley	Brian O'Keefe, Christine O'Keefe	OK LTD, LLC	7080 Donlon Way Suite 220	Dublin	CA	94568	(925) 833-9770	(925) 833-9771	Brian.O'Keefe@brightstarcare.com; Christine.O'Keefe@brightstarcare.com
CA - Central Western Riverside Co.	Brent Barton	24-7 Higher Standard Corporation	29737 New Hub Drive Suite 101	Menifee	CA	92586	(951) 679-6986	(951) 679-0706	Brent.Barton@brightstarcare.com
CA - Chico	Donna Zimmerman	DHL Enterprises, LLC	22 Williamsburg Lane	Chico	CA	95926	(530) 332-9699	(530) 332-9799	dzimmerman@brightstarcare.com
CA - Chula Vista	Batoul Tahiry, Robert Tahiry	Sumad, LLC	680 Fletcher Parkway Suite 206	El Cajon	CA	92020			; robert.tahiry@brightstarcare.com
CA - Conejo Valley	Karen Abe	RGAC Enterprises, Inc.	370 N. Westlake Blvd. Suite 120	Westlake Village	CA	91362	(805) 233-3800	(805) 233-3802	karen.abee@brightstarcare.com
CA - Coronado	Batoul Tahiry, Robert Tahiry	Sumad, LLC	680 Fletcher Parkway Suite 206	El Cajon	CA	92020	(858) 777-9525	(858) 777-9551	; robert.tahiry@brightstarcare.com
CA - Costa Mesa	Lori Kewalram	Clara Health Care, Inc.	16052 Beach Blvd Suite 160	Huntington Beach	CA	92647	(714) 861-4101	(714) 794-1737	lori.kewalram@brightstarcare.com
CA - Daly City	Brian O'Keefe, Christine O'Keefe	OK LTD, LLC	555 Price Avenue Suite 280	San Mateo	CA	94063	(415) 332-3300	(415) 373-9449	Brian.O'Keefe@brightstarcare.com; Christine.O'Keefe@brightstarcare.com
CA - Dublin	Brian O'Keefe, Christine O'Keefe	OK LTD, LLC	7080 Donlon Way Suite 216	Dublin	CA	94568	(925) 833-9770	(925) 833-9771	Brian.O'Keefe@brightstarcare.com; Christine.O'Keefe@brightstarcare.com
CA - Escondido / San Marcos	Valen Kassab	Continuum Care of San Diego, Inc.	504 W. Mission Avenue Suite 206	Escondido	CA	92025	(760) 738-1926	(760) 738-1928	valen.kassab@brightstarcare.com
CA - Folsom / El Dorado Hills	David Giannelli	GW Pineapple Company	1831 Iron Point Road Suite 120	Folsom	CA	95630	(916) 790-8830	(916) 790-8787	david.giannelli@brightstarcare.com
CA - Fairfield	Temtope Omatoyo	Blackhawk Premier Care Inc.	5140 Business Center Drive Suite 210	Fairfield	CA	94534	(707) 639-8224	(707) 639-8226	temtope.omatoyo@brightstarcare.com
CA - Hayward / Fremont	Ashly Gray	Irie Home Care LLC	22320 Foothill Boulevard Suite 130	Hayward	CA	94541	(510) 600-3993	(510) 600-3991	ashly.gray@brightstarcare.com
CA - Huntington Beach	Lori Kewalram	Clara Health Care, Inc.	16052 Beach Blvd Suite 160	Huntington Beach	CA	92647	(714) 861-4101	(714) 794-1737	lori.kewalram@brightstarcare.com
CA - La Jolla	Sanaz Vzairi, Seyamak "Mak" Vaziri	Vaziri Care, Inc.	9672 Via Excelencia Suite 102A	San Diego	CA	92126	(858) 247-1111	(858) 429-0404	Sanaz.Vaziri1@brightstarcare.com; Mak.Vaziri@brightstarcare.com
CA - La Mesa	Batoul Tahiry, Robert Tahiry	Sumad, LLC	680 Fletcher Parkway Suite 206	El Cajon	CA	92020	(858) 777-9525	(858) 777-9551	; robert.tahiry@brightstarcare.com
CA - Lafayette	Matt Shriner	NMRR, Inc.	333 Rheem Blvd Suite A	Moraga	CA	94556	(925) 284-8888	(925) 262-2362	mshriner@brightstarcare.com
CA - Lake Elsinore / Temecula	Kenneth Suen, Tianjiao Han	TKA LLC	29970 Technology Drive Suite 120	Murrieta	CA	92563	(951) 999-9555	(951) 541-9119	Kenneth.Suen@brightstarcare.com; T.Han@brightstarcare.com
CA - Long Beach / Signal Hill	Lori Kewalram	Clara Health Care, Inc.	One World Trade Center Office 803	Long Beach	CA	90831	(714) 861-4101	(714) 794-1737	lori.kewalram@brightstarcare.com
CA - Menlo Park	Brian O'Keefe, Christine O'Keefe	OK LTD, LLC	555 Price Avenue Suite 280	San Mateo	CA	94063	(415) 332-3300	(415) 373-9449	Brian.O'Keefe@brightstarcare.com; Christine.O'Keefe@brightstarcare.com
CA - N. Central San Diego	Joseph Philip King, Marcella King	King Home Care Corporation	9939 Hibert Street Suite 203	San Diego	CA	92131	(619) 817-8884	(619) 880-8817	philip.king@brightstarcare.com; marcella.king@brightstarcare.com
CA - NE San Francisco	Brian O'Keefe, Christine O'Keefe	OK LTD, LLC	150 Shoreline Hwy Suite B28	Mill Valley	CA	94941	(415) 332-3300	(415) 373-9449	Brian.O'Keefe@brightstarcare.com; Christine.O'Keefe@brightstarcare.com
CA - North Sacramento	Ignacio Cespedes	Altus Health, Inc.	151 N. Sunrise Avenue Suite 1011	Roseville	CA	95661	(916) 781-6500	(916) 781-6568	icespedes@brightstarcare.com
CA - NW San Francisco	Brian O'Keefe, Christine O'Keefe	OK LTD, LLC	150 Shoreline Hwy Suite B28	Mill Valley	CA	94941	(415) 332-3300	(415) 373-9449	Brian.O'Keefe@brightstarcare.com; Christine.O'Keefe@brightstarcare.com
CA - Oakland	Matt Shriner	NMRR, Inc.	4283 Piedmont Ave. Suite E 3	Oakland	CA	94611	(925) 284-8888	(925) 262-2362	mshriner@brightstarcare.com
CA - Oceanside	Daniel Sweiger, Susan Sweiger	Dusie Corporation	5962 La Place Ct. Suite 195	Carlsbad	CA	92008	(760) 448-1021	(760) 692-2226	Dan.Sweiger@brightstarcare.com; Susie.Sweiger@brightstarcare.com
CA - Oxnard/Camarillo/Port Hueneme	Michael Perez, Sharon Holland-Perez	Sirena Del Mar, LLC	2775 N Ventura Rd. Suite 203	Oxnard	CA	93036	(805) 585-2273	(805) 585-2293	michael.perez@brightstarcare.com; sharon.perez@brightstarcare.com
CA - Poway / Rancho Bernardo	Valen Kassab	Continuum Care of San Diego, Inc.	504 W. Mission Avenue Suite 206	Escondido	CA	92025	(760) 738-1926	(760) 738-1928	valen.kassab@brightstarcare.com
CA - Rancho Cucamonga	Zaifa Assaf	ELEA CARE INC	9500 Haven Ave. Suite 200B-2	Rancho Cucamonga	CA	91730	(909) 244-9900	(909) 360-1059	zaifa.assaf@brightstarcare.com
CA - Rancho Park	Justin Latino	Garvin and Latino, LLC	13101 Washington Blvd. Suite 206	Los Angeles	CA	90066	(323) 446-4446	(323) 406-6463	Justin.Latino@brightstarcare.com
CA - Redding	Donna Zimmerman	DHL Enterprises, LLC	1750 South Street	Anderson	CA	96007	(530) 332-9699	(530) 332-9799	dzimmerman@brightstarcare.com
CA - Riverside	Brent Barton	3590 Central Avenue Suite 204	Riverside	CA	92506	(951) 582-3456	(951) 679-0706		Brent.Barton@brightstarcare.com
CA - Roseville	Ignacio Cespedes	Altus Health, Inc.	151 N. Sunrise Avenue Suite 1011	Roseville	CA	95661	(916) 781-6500	(916) 781-6568	icespedes@brightstarcare.com
CA - S. San Fernando Valley	Evelyn Chung, John Mason	Valleystar, Inc.	5900 Sepulveda Blvd. Suite 515	Van Nuys	CA	91411	(818) 528-5388	(818) 528-4347	john.mason@brightstarcare.com
CA - Sacramento / Carmichael	Ignacio Cespedes	Altus Health, Inc.	3626 Fair Oaks Blvd. Suite 100	Sacramento	CA	95864	(916) 781-6500	(916) 781-6568	icespedes@brightstarcare.com
CA - Sacramento / Davis	Ignacio Cespedes	Altus Health, Inc.	151 N. Sunrise Avenue Suite 1011	Roseville	CA	95661	(916) 781-6500	(916) 781-6568	icespedes@brightstarcare.com
CA - Sacramento / Rancho - Cordova	Ravi Singh	ZaraZophiya Enterprises	8788 Elk Grove Blvd. Building #1, Suite P	Elk Grove	CA	95624	(916) 829-5603	(916) 829-5634	Ravi.Singh@brightstarcare.com
CA - San Francisco/Marin County	Brian O'Keefe, Christine O'Keefe	OK LTD, LLC	150 Shoreline Hwy Suite B28	Mill Valley	CA	94941	(415) 332-3300	(415) 373-9449	Brian.O'Keefe@brightstarcare.com; Christine.O'Keefe@brightstarcare.com
CA - San Luis Obispo	Mechell Vieira	Premium Life Care, Inc.	3220 South Higuera St. Suite 315	San Luis Obispo	CA	93401	(805) 548-8811	(805) 242-0676	mechell.vieira@brightstarcare.com
CA - San Mateo	Brian O'Keefe, Christine O'Keefe	OK LTD, LLC	555 Price Avenue Suite 280	San Mateo	CA	94063	(415) 332-3300	(415) 373-9449	Brian.O'Keefe@brightstarcare.com; Christine.O'Keefe@brightstarcare.com
CA - Santa Barbara	Michael Perez, Sharon Holland-Perez	Sirena Del Mar, LLC	510 Castillo Street Suite 201	Santa Barbara	CA	93101	(805) 335-1200	(805) 695-3505	michael.perez@brightstarcare.com; sharon.perez@brightstarcare.com
CA - Santa Clara	Brian O'Keefe, Christine O'Keefe	OK LTD, LLC	555 Price Avenue Suite 280	San Mateo	CA	94063	(415) 332-3300	(415) 373-9449	Brian.O'Keefe@brightstarcare.com; Christine.O'Keefe@brightstarcare.com

CA - Santa Monica / Marina Del Rey	Karen Abe	RGAC Enterprises, Inc.	4333 Admiralty Way Suite 9	Marina Del Rey	CA	90292	(310) 944-6985	(310) 953-9800	karen.abebrightstarcare.com
CA - Santa Ynez / Santa Maria	Michael Perez, Sharon Holland-Perez	Sirena Del Mar, LLC	510 Castillo Street Suite 201	Santa Barbara	CA	93101	(805) 335-1200	(805) 695-3505	michael.perezbrightstarcare.com; sharon.perezbrightstarcare.com
CA - Seaside / Soledad	Ann Blum, Richard Blum	Scenic Health	2511 Garden Road Suite C250	Monterey	CA	93940	(831) 200-4555	(831) 855-2588	Ann.Blumbrightstarcare.com; richard.blumbrightstarcare.com
CA - Simi Valley	Karen Abe	RGAC Enterprises, Inc.	370 N. West Lake Blvd. Suite 120	Westlake Village	CA	91362	(805) 233-3800	(805) 233-3802	karen.abebrightstarcare.com
CA - South Sacramento	Khaula Nixon	EZ Care	1104 Corporate Way	Sacramento	CA	95831	(844) 487-3901	(916) 314-7560	Khaula.Nixonbrightstarcare.com
CA - Torrance / Manhattan Beach	Karen Abe	RGAC Enterprises, Inc.	1327 Post Avenue Suite Unit J	Torrance	CA	90501	(310) 230-5258	(310) 953-9800	karen.abebrightstarcare.com
CA - Ventura	Michael Perez, Sharon Holland-Perez	Sirena Del Mar, LLC	2775 N Ventura Rd. Suite 203	Oxnard	CA	93036	(805) 585-2273	(805) 585-2293	michael.perezbrightstarcare.com; sharon.perezbrightstarcare.com
CA - Walnut Creek	Matt Shriner	NMRR, Inc.	333 Rheem Blvd Suite A	Moraga	CA	94556	(925) 284-8888	(925) 262-2362	mshrinerbrightstarcare.com
CO - Aurora	Jeff Loewenthal	BSH Denver, LLC	14334 East Evans Avenue	Aurora	CO	80014	(303) 300-6666	(303) 300-0909	jloewenthalbrightstarcare.com
CO - Boulder	Christopher Jackson	Salveo Medical Group, Inc.	2095 W. 6th Ave Suite #200	Broomfield	CO	80020	(970) 999-0535	(720) 728-1266	Chris.Jacksonbrightstarcare.com
CO - Central Denver	Jeff Loewenthal	BSH Denver, LLC	14334 East Evans Avenue	Aurora	CO	80014	(303) 300-6666	(303) 300-0909	jloewenthalbrightstarcare.com
CO - Colorado Springs	Steve Vogel	Rockport Partners, LLC	3730 Sinton Road Suite 200	Colorado Springs	CO	80907	(719) 264-8800	(719) 264-8802	Steve.Vogelbrightstarcare.com
CO - Fort Collins/Loveland	Christopher Jackson	Salveo Medical Group, Inc.	918 13th Street Suite 1	Greeley	CO	80631	(970) 999-0535	(720) 728-1266	Chris.Jacksonbrightstarcare.com
CO - Greeley	Christopher Jackson	Salveo Medical Group, Inc.	918 13th Street Suite 1	Greeley	CO	80631	(970) 999-0535	(720) 728-1266	Chris.Jacksonbrightstarcare.com
CO - Littleton/Castle Rock	Jeff Loewenthal	BSH Denver, LLC	14334 East Evans Avenue	Aurora	CO	80114	(303) 300-6666	(303) 300-0909	jloewenthalbrightstarcare.com
CT - Bridgeport	Maureen Moore, Peter Moore	Fairfield Healthcare Services, Inc.	83 East Avenue Suite 202	Norwalk	CT	06851	(203) 956-6706	(203) 810-4798	maureen.moorebrightstarcare.com; peter.moorebrightstarcare.com
CT - Danbury	Maureen Moore, Peter Moore	Fairfield Healthcare Services, Inc.	7 Old Sherman Turnpike Suite 101	Danbury	CT	06810	(203) 810-4800	(203) 810-4798	maureen.moorebrightstarcare.com; peter.moorebrightstarcare.com
CT - Glastonbury / Middletown	Kabirul Chowdhury	CareAll, LLC	1105 New Britain Ave	West Hartford	CT	06110	(860) 206-8581	(860) 206-4718	kc.chowdhurybrightstarcare.com
CT - Hamden	Maureen Moore, Peter Moore	Fairfield Healthcare Services, Inc.	83 East Avenue Suite 202	Norwalk	CT	06851	(203) 810-4800	(203) 810-4798	maureen.moorebrightstarcare.com; peter.moorebrightstarcare.com
CT - Hartford	Dan McCoy	McCoy Family Enterprises, Inc.	66 North Main Street	Suffield	CT	06078	(860) 758-7600	(860) 758-7602	Dan.McCoybrightstarcare.com
CT - Norwalk	Maureen Moore, Peter Moore	Fairfield Healthcare Services, Inc.	83 East Avenue Suite 202	Norwalk	CT	06851	(203) 810-4800	(203) 810-4798	maureen.moorebrightstarcare.com; peter.moorebrightstarcare.com
CT - Southbury	Maureen Moore, Peter Moore	Fairfield Healthcare Services, Inc.	464 Heritage Road Suite B	Southbury	CT	06488	(203) 264-0009	(203) 264-0010	maureen.moorebrightstarcare.com; peter.moorebrightstarcare.com
CT - Stamford	Maureen Moore, Peter Moore	Fairfield Healthcare Services, Inc.	83 East Avenue Suite 202	Norwalk	CT	06851	(203) 810-4800	(203) 810-4798	maureen.moorebrightstarcare.com; peter.moorebrightstarcare.com
CT - West Hartford	Kabirul Chowdhury	CareAll, LLC	1105 New Britain Ave	West Hartford	CT	06110	(860) 206-8581	(860) 206-4718	kc.chowdhurybrightstarcare.com
DC - Washington, DC	Dan Price	Sweet Virginia Care DC, LLC	5247 Wisconsin Avenue N.W. Unit 3B	Washington	DC	20015	(703) 496-4616		dan.pricebrightstarcare.com
FL - Bradenton	Jeff Cooper, Susan Cooper	S&J Healthcare, LLC	1023 Manatee Avenue West Suite 313 / 314	Bradenton	FL	34205	(941) 225-4765	(941) 225-4764	jeff.cooperbrightstarcare.com; susan.cooperbrightstarcare.com
FL - Brookville	Anthony P. Olson	Olson Healthcare, LLC	935 Candlelight Blvd	Brooksville	FL	34601	(813) 870-6700	(813) 658-5880	anthony.olsonbrightstarcare.com
FL - Coral Gables	Fernando Ors, Sonia Castillejos	Savia Health, LLC	2828 Coral Way Suite 400	Miami	FL	33145	(305) 306-4014	(305) 675-5724	Fernando.Orsbrightstarcare.com; Sonia.Castillejosbrightstarcare.com
FL - Cutler Bay	Fernando Ors, Sonia Castillejos	Savia Health, LLC	2828 Coral Way Suite 400	Miami	FL	33145	(305) 306-4014	(305) 675-5724	Fernando.Orsbrightstarcare.com; Sonia.Castillejosbrightstarcare.com
FL - Delray Beach	Amy Adaniel, Jesus Adaniel	Healthcare Interventions, Inc.	5300 West Atlantic Ave., Suite 501	Delray Beach	FL	33484	(561) 921-0550	(561) 921-0552	adanielbrightstarcare.com; jesus.adanielbrightstarcare.com
FL - Doral	Roberto Fernandez	DORAL HEALTHCARE SOLUTIONS LLC	7791 NW 46th Street, Unit 123	Doral	FL	33166	(786) 622-1413	(786) 622-1580	roberto.fernandezbrightstarcare.com
FL - E. Orlando / Lake Nona	Divya Bhagat	SAGE ATLAS LLC	5449 S. Semoran Blvd. Suite 234	Orlando	FL	32822	(321) 340-4790	(321) 233-1530	divya.bhagatbrightstarcare.com
FL - E. Volusia County	Anant "Andy" Khokhar, Masha Sandhu Khokhar	MSK RE Holdings, LLC	713 Live Oak St.	New Smyrna Beach	FL	32168	(386) 233-9009	(386) 218-3174	Andy.Khokharbrightstarcare.com; Masha.Khokharbrightstarcare.com
FL - East Pasco County	Anthony P. Olson	Olson Healthcare, LLC	3848 Flatiron Loop Unit 102	Wesley Chapel	FL	33544	(813) 870-6700	(813) 658-5880	anthony.olsonbrightstarcare.com
FL - East Seminole Co.	Jennifer Brennan	JABA Consultants, Inc.	725 Primera Blvd Suite 125	Lake Mary	FL	32746	(407) 549-3600	(407) 549-3602	Jennifer.Brennانبrightstarcare.com
FL - Fort Lauderdale	Peter Mercatili, William Tolia	BTPM Healthcare, LLC	1280 SW 36th Ave. Suite 200	Pompano Beach	FL	33069	(954) 771-9790	(954) 206-0143	peter.mercatilibrightstarcare.com; bill.toliabrightstarcare.com
FL - Ft. Myers	John Botsko	Executive Healthcare Solutions, LLC	2545 Northbrooke Plaza Drive	Naples	FL	34119	(239) 992-4779	(239) 244-9249	jbotskobrightstarcare.com
FL - Hollywood	Richard Lovelace	Whole Care Solutions, LLC	7951 Riviera Blvd. Suite 103	Miramar	FL	33023	(954) 518-3420	(888) 788-5431	richard.lovelacebrightstarcare.com
FL - Jupiter/Martin County	Anique Brown, Robin Dean	PRSM Solutions, LLC	930 W Indiantown Road Suite 203	Jupiter	FL	33458	(561) 741-1200	(561) 741-1300	Anique.Brownbrightstarcare.com; Robin.Deanbrightstarcare.com
FL - Kissimmee / Osceola	Colin Kennedy, Rob Dezso	Fairview Avenue, LLC	3383 W. Vine St., Suite 307	Kissimmee	FL	34741	(407) 572-0070	(407) 572-0072	; rob.dezsobrightstarcare.com
FL - Lakeland / Winter Haven	Muzhda Asadi	Care 4 Future LLC	20 Lake Wire Dr. Suite 187	Lakeland	FL	33815	(813) 725-4090	(813) 776-1253	muzhda.asadibrightstarcare.com
FL - Melbourne	Colin Kennedy, Rob Dezso	Fairview Avenue, LLC	3270 Suntime Blvd. Suite 101	Melbourne	FL	32940	(321) 549-0292	(407) 572-0072	rob.dezsobrightstarcare.com
FL - Miami Beach	Harishankar ("Hari") Subbarayan	Guiding Star Home Health, LLC	11077 Biscayne Blvd Suite 304	North Miami	FL	33161	(786) 409-7104	(786) 334-5403	Hari.Subbarayانبrightstarcare.com
FL - Miami Gardens	Richard Lovelace	Whole Care Solutions, LLC	5979 NW 151st Street Suite 224	Miami Lakes	FL	33014	(954) 518-3420	(888) 788-5431	richard.lovelacebrightstarcare.com
FL - Naples	John Botsko	Executive Healthcare Solutions, LLC	2545 Northbrooke Plaza Drive	Naples	FL	34119	(239) 992-4779	(239) 244-9249	jbotskobrightstarcare.com
FL - North Central Broward Co.	Greg Farias	CG3 Enterprises, Inc.	10251 West Sample Rd. Ste D	Coral Springs	FL	33065	(954) 507-4530	(954) 507-1147	greg.fariasbrightstarcare.com
FL - North Miami	Harishankar ("Hari") Subbarayan	Guiding Star Home Health, LLC	11077 Biscayne Blvd. Suite 304	North Miami	FL	33161	(786) 409-7104	(786) 334-5403	Hari.Subbarayانبrightstarcare.com
FL - North Sarasota	Jeff Cooper, Susan Cooper	S&J Healthcare, LLC	6981 Curtiss Avenue Suite 7 & 8	Sarasota	FL	34231	(941) 225-4765	(941) 225-4764	jeff.cooperbrightstarcare.com; susan.cooperbrightstarcare.com
FL - Pembroke Pines	Richard Lovelace	Whole Care Solutions, LLC	7951 Riviera Blvd Suite 103	Miramar	FL	33023	(954) 518-3420	(888) 788-5431	richard.lovelacebrightstarcare.com
FL - Pinellas N	Robin Hazel	Brant, Inc.	10225 Ulmerton Rd Unit 6B	Largo	FL	33771	(727) 828-6030	(727) 828-6032	robin.hazelibrightstarcare.com
FL - Pompano Beach East	Peter Mercatili, William Tolia	BTPM Healthcare, LLC	1280 SW 36th Ave. Suite 200	Pompano Beach	FL	33069	(954) 771-9790	(954) 206-0143	peter.mercatilibrightstarcare.com; bill.toliabrightstarcare.com
FL - Ponte Vedra / W. Jacksonville	Christopher L. Graham, Elizabeth M. Graham	GRAHAM'S PROMISE LLC	7563 Philips Highway Building 300, Suite #304	Jacksonville	FL	32256	(904) 709-4446	(904) 709-4445	christopher.grahambrightstarcare.com; elizabeth.grahambrightstarcare.com
FL - Port Charlotte	Jim Boone, Lisa Marie Swiatkowski	ALLHEART HEALTHCARE, Inc.	1777 Tamiami Trail # 408	Port Charlotte	FL	33948	(941) 412-4070	(941) 412-4072	jim.boonebrightstarcare.com; lisa.mariebrightstarcare.com
FL - Saint Lucie & Indian River Counties	Colin Kennedy, Rob Dezso	Fairview Avenue, LLC	3850 20th Street Suite 7	Vero Beach	FL	32960	(772) 400-9229	(772) 410-8700	; rob.dezsobrightstarcare.com
FL - South Pinellas	Robin Hazel	Brant, Inc.	10225 Ulmerton Rd Unit 6B	Largo	FL	33771	(727) 828-6030	(727) 828-6032	robin.hazelibrightstarcare.com
FL - Spring Hill / Citrus Springs	Jeremiah Coffey, Kimberly Coffey	Miraid, LLC	1275 Kass Circle	Spring Hill	FL	34606	(352) 587-0321	(352) 616-1650	Jerry.Coffeybrightstarcare.com; Kim.Coffeybrightstarcare.com
FL - St. Augustine/Palm Coast	Anant "Andy" Khokhar, Masha Sandhu Khokhar	MSK RE Holdings, LLC	319 West Town Place Unit 21	St. Augustine	FL	32092	(386) 213-9800	(386) 213-9801	Andy.Khokharbrightstarcare.com; Masha.Khokharbrightstarcare.com
FL - Sun City	Anthony P. Olson	Olson Healthcare, LLC	137 S Pebble Beach Blvd, Suite 2021	Sun City Center	FL	33573	(813) 634-7711	(813) 658-5880	anthony.olsonbrightstarcare.com
FL - Tamiami	Fernando Ors, Sonia Castillejos	Savia Health, LLC	2828 Coral Way Suite 400	Miami	FL	33145	(305) 306-4014	(305) 675-5724	Fernando.Orsbrightstarcare.com; Sonia.Castillejosbrightstarcare.com
FL - Tampa	Anthony P. Olson	Olson Healthcare, LLC	324 N. Dale Mabry Hwy., Suite 202	Tampa	FL	33609	(813) 870-6700	(813) 658-5880	anthony.olsonbrightstarcare.com
FL - Venice	Jim Boone, Lisa Marie Swiatkowski	ALLHEART HEALTHCARE, Inc.	425 Commercial Ct., Unit F	Venice	FL	34292	(941) 412-4070	(941) 412-4072	jim.boonebrightstarcare.com; lisa.mariebrightstarcare.com
FL - W. Volusia County	Anant "Andy" Khokhar, Masha Sandhu Khokhar	MSK RE Holdings, LLC	414 S. Woodland Blvd	Deland	FL	32720	(386) 233-9009	(386) 218-3174	Andy.Khokharbrightstarcare.com; Masha.Khokharbrightstarcare.com
FL - Wellington	Nicolas Matzirakis	JNNA Health Solutions, Inc.	6801 Lake Worth Road, Suite 121	Greenacres	FL	33467	(561) 515-4477	(561) 366-7460	nicolas.matzirakisbrightstarcare.com

FL - West Palm Beach/Palm Beach Island	Nicolas Matzirakis	JNNA Health Solutions, Inc.	6801 Lake Worth Road, Suite 121	Greenacres	FL	33467	(561) 515-4477	(561) 366-7460	nicolas.matzirakis@brightstarcare.com
FL - West Pasco County	Anthony P. Olson	Olson Healthcare, LLC	3848 Flatiron Loop Unit 102	Wesley Chapel	FL	33544	(813) 870-6700	(813) 658-5880	anthony.olson@brightstarcare.com
FL - West Seminole	Jennifer Brennan	JABA Consultants, Inc.	725 Primera Blvd., Suite 125	Lake Mary	FL	32746	(407) 549-3600	(407) 549-3602	Jennifer.Brennan@brightstarcare.com
FL - Weston	Richard Lovelace	Whole Care Solutions, LLC	7951 Riviera Blvd Suite 103	Miramar	FL	33023	(954) 518-3420	(888) 788-5431	richard.lovelace@brightstarcare.com
GA - Athens / Greensboro	Michael J. O'Connor	MJO Enterprises, LLC	1551 Jennings Mill Road Unit 3200-A	Watkinsville	GA	30677	(706) 548-0100	(706) 548-0152	Michael.OConnor@brightstarcare.com
GA - Augusta	Michael J. O'Connor	MJO Enterprises, LLC	3540 Wheeler Road Unit #505	Augusta	GA	30909	(706) 426-6009		Michael.OConnor@brightstarcare.com
GA - Cherokee County	Chirag Patel	Georgia Home Health Service LLC	2205 Riverstone Boulevard Suite 207	Canton	GA	30114	(770) 704-0272	(470) 480-5643	chris.patel@brightstarcare.com
GA - Cumming/Gainesville	Stacey Voshall, Steven Voshall	North Georgia Senior Home Care, LLC	315 Allen Street Suite A	Cumming	GA	30040	(678) 450-1777	(678) 450-1999	stacey.voshall@brightstarcare.com; steve.voshall@brightstarcare.com
GA - Duluth	Michael J. O'Connor	MJO Enterprises, LLC	897 Eva Kennedy Rd. Suite 4	Suwanee	GA	30024	(470) 945-0964	(678) 377-6987	Michael.OConnor@brightstarcare.com
GA - Fayetteville	Simone Cato	Cato Care, LLC	90 Commerce Dr. Suite C	Fayetteville	GA	30214	(470) 615-6700	(470) 615-6701	Simone.Cato@brightstarcare.com
GA - Lawrenceville	Michael J. O'Connor	MJO Enterprises, LLC	175 Langley Drive Suite D3	Lawrenceville	GA	30046	(678) 377-6985	(678) 377-6987	Michael.OConnor@brightstarcare.com
GA - Marietta	Chirag Patel	Georgia Home Health Service LLC	833 Campbell Hill Street NW Suite 116	Marietta	GA	30060	(678) 290-7827	(678) 290-7817	chris.patel@brightstarcare.com
GA - North Dekalb & Peachtree Corners	Babatunde A. Loye, Folasade A. Loye	BABKAY HOMECARE SERVICES LLC	2799 Lawrenceville Highway Suite 102	Decatur	GA	30033	(770) 515-8444	(770) 515-8155	tunde.loye@brightstarcare.com; sade.loye@brightstarcare.com
GA - Roswell	Chirag Patel	Georgia Home Health Service LLC	595 Colonial Park Drive Suite 200	Roswell	GA	30075	(678) 290-7827	(678) 290-7817	chris.patel@brightstarcare.com
GA - St. Simons Island	Kelly Trowbridge, Ken Trowbridge	Coastal Care Solutions, LLC	1700 Frederica Road Suite 107	St. Simons Island	GA	31522	(912) 638-0638	(912) 434-9981	kelly.trowbridge@brightstarcare.com; ken.trowbridge@brightstarcare.com
HI - Aiea/Pearl City/Mililani	Alison Lee, Steven Lee	Nogara Corporation	50 S. Beretania Street Suite C-117A	Honolulu	HI	96813	(808) 447-7448	(808) 447-7451	alison.lee@brightstarcare.com; steven.lee@brightstarcare.com
HI - E. Honolulu/Kaneohe/Kailua	Alison Lee, Steven Lee	Nogara Corporation	50 S. Beretania Street Suite C-117A	Honolulu	HI	96813	(808) 447-7448	(808) 447-7451	alison.lee@brightstarcare.com; steven.lee@brightstarcare.com
HI - Ewa Beach	Alison Lee, Steven Lee	Nogara Corporation	50 S. Beretania Street Suite C-117A	Honolulu	HI	96813	(808) 447-7448	(808) 447-7451	alison.lee@brightstarcare.com; steven.lee@brightstarcare.com
HI - Metro Honolulu	Alison Lee, Steven Lee	Nogara Corporation	50 S. Beretania Street Suite C-117A	Honolulu	HI	96813	(808) 447-7448	(808) 447-7451	alison.lee@brightstarcare.com; steven.lee@brightstarcare.com
ID - Boise	Caroline Moore	Bright Blooms, LLC	4355 W Emerald Street, Ste #290	Boise	ID	83706	(208) 338-7878	(208) 338-7879	caroline.moore@brightstarcare.com
IL - Barrington and McHenry County	Jeff Pinderski, Karen Pinderski	K&B Lifecare, Inc.	755 McArdle Drive Unit G	Crystal Lake	IL	60014	(224) 858-4280	(815) 526-3411	jeff.pinderski@brightstarcare.com; karen.pinderski@brightstarcare.com
IL - Bloomington	Julie B. Miller, Lance Miller	Millbrooke, Inc.	1319 Veterans Parkway Suite 3-B103	Bloomington	IL	61704	(309) 808-6677	(217) 717-2619	julie.miller@brightstarcare.com; chris.miller@brightstarcare.com
IL - Central DuPage-Wheaton	Diane K. Vitolka, Leonard Sanchez	JDF Services, Inc.	416 East Roosevelt Road Suite 105	Wheaton	IL	60187	(630) 260-5300	(630) 566-2424	Diane.Vitolka@brightstarcare.com; Leonard.Sanchez@brightstarcare.com
IL - Chicago	Alexander Brand, Lenora Alabi	BRIGHTCARE MANAGEMENT LLC	222 S. Morgan Suite 2D	Chicago	IL	60607	(312) 382-8888	(312) 906-8282	alex.brand@brightstarcare.com; lenora.alabi@brightstarcare.com
IL - Elmwood Park	Jesse Del Angel, Monica Del Angel	Alliance Healthcare Solutions, Inc.	7504 W. Grand Avenue	Elmwood Park	IL	60707	(708) 456-6976	(708) 456-6980	jesse.delangel@brightstarcare.com; monica.delangel@brightstarcare.com
IL - Kane County	Barbara Koenig, Don Forlani, Thomas Koenig	Arlingdale Healthcare, Inc.	2580 Foxfield Road Suite 304	St. Charles	IL	60174	(630) 938-4738	(630) 938-4734	; don.forlani@brightstarcare.com; tom.koenig@brightstarcare.com
IL - La Grange	Alexander Brand, Lenora Alabi	BRIGHTCARE MANAGEMENT LLC	222 S. Morgan Suite 2D	Chicago	IL	60607	(312) 382-8888	(312) 906-8282	alex.brand@brightstarcare.com; lenora.alabi@brightstarcare.com
IL - Naperville	Alexander Brand	Brightcare Home Services LLC	1809 N. Mill Street Ste F	Naperville	IL	60563	(630) 778-2005	(630) 778-2006	alex.brand@brightstarcare.com
IL - Oak Brook	Alexander Brand	Brightcare Home Services LLC	1415 W. 22nd Street Tower Floor	Oak Brook	IL	60523	(630) 571-5555	(630) 571-5556	alex.brand@brightstarcare.com
IL - Oak Lawn	Olusegun Adetimirin, Opeyemi Adetimirin	MSM Home Healthcare Solutions, Inc	4550 W. 103rd Street Lower Level	Oak Lawn	IL	60453	(708) 532-2273	(708) 633-6100	;
IL - Orland Park / Will County	Jim Logan, Kathy Logan	Tiger Healthcare, LLC	9501 West 144th Place Suite 302	Orland Park	IL	60462	(708) 226-5100	(708) 226-1611	jlogan@brightstarcare.com; kathy.logan@brightstarcare.com
IL - Park Ridge	Barbara Koenig, Don Forlani, Thomas Koenig	Arlingdale Healthcare, Inc.	1550 N. Northwest Highway Suite 205	Park Ridge	IL	60068	(847) 221-0069	(630) 938-4734	; don.forlani@brightstarcare.com; tom.koenig@brightstarcare.com
IL - Peoria	Julie B. Miller, Lance Miller	Millbrooke, Inc.	5901 N. Prospect Road Suite 14C	Peoria	IL	61614	(309) 431-6226	(217) 717-2619	julie.miller@brightstarcare.com; chris.miller@brightstarcare.com
IL - Pullman / Calumet City	Saheed Tepede	KAT HEALTH LLC	11212 S. Western Ave. Unit 2	Chicago	IL	60643	(217) 848-2093	(773) 372-1549	Saheed.Tepede@brightstarcare.com
IL - Schaumburg	Barbara Koenig, Don Forlani, Thomas Koenig	Arlingdale Healthcare, Inc.	650 E. Algonquin Road Suite 301	Schaumburg	IL	60173	(847) 925-0818	(630) 938-4734	; don.forlani@brightstarcare.com; tom.koenig@brightstarcare.com
IL - Springfield-Decatur	Julie B. Miller, Lance Miller	Millbrooke, Inc.	801 S MacArthur Blvd.	Springfield	IL	62704	(217) 318-3396	(217) 717-2619	julie.miller@brightstarcare.com; chris.miller@brightstarcare.com
IL - Tinley Park	Olusegun Adetimirin, Opeyemi Adetimirin	MSM Home Healthcare Solutions, Inc	7601 W. 191st St	Tinley Park	IL	60487	(708) 532-2273	(708) 633-6100	;
IN - E Fort Wayne	Andrew Miller, Morgan Miller	TOMCAT HC LLC	333 East Washington Blvd. Ste B	Fort Wayne	IN	46802	(260) 918-0933	(260) 918-0931	andrew.miller@brightstarcare.com; morgan.miller@brightstarcare.com
IN - East Lake County	Tracy Overla	Caregiver Staffing, INC.	433 W. 84th Drive	Merrillville	IN	46410	(219) 228-4799	(888) 202-0375	tracy.overla@brightstarcare.com
IN - Fort Wayne	Andrew Miller, Morgan Miller	TOMCAT HC LLC	333 East Washington BLVD.	Fort Wayne	IN	46802	(260) 918-0933	(260) 918-0931	andrew.miller@brightstarcare.com; morgan.miller@brightstarcare.com
IN - Hamilton County	David Stordy, Jeanne Stordy	OMNIA HEALTH CARE, LLC	9102 N. Meridian St. Suite 100	Indianapolis	IN	46260	(317) 706-0799	(317) 706-0798	david.stordy@brightstarcare.com; jeanne.stordy@brightstarcare.com
IN - Lafayette	Andrew Miller, Morgan Miller	TOMCAT HC LLC	3601 Sagamore Parkway North Suite D-2	Lafayette	IN	47904	(765) 237-3650	(765) 237-3652	andrew.miller@brightstarcare.com; morgan.miller@brightstarcare.com
IN - NW Indianapolis	David Stordy, Jeanne Stordy	OMNIA HEALTH CARE, LLC	9102 N. Meridian St. Suite 100	Indianapolis	IN	46260	(317) 706-0799	(317) 706-0798	david.stordy@brightstarcare.com; jeanne.stordy@brightstarcare.com
IN - Valparaiso	Rick Lijana, Valerie Lijana-Hinch	LDB Health Systems, LLC	2701 Beech Street Unit D	Valparaiso	IN	46383	(219) 299-2319	(219) 299-2521	rick.lijana@brightstarcare.com; valerie.lijana@brightstarcare.com
IN - West Lake County	Tracy Overla	Caregiver Staffing, INC.	433 W. 84th Drive	Merrillville	IN	46410	(219) 924-0200	(888) 202-0375	tracy.overla@brightstarcare.com
KS - Olathe	Lindsey Holmgren	H&M Integrated Investments, LLC	25501 West Valley Parkway Suite 150	Olathe	KS	66061	(913) 535-0255	(913) 535-0254	lindsey.holmgren@brightstarcare.com
KS - Overland Park	Lindsey Holmgren	H&M Integrated Investments, LLC	25501 West Valley Parkway Suite 150	Olathe	KS	66061	(913) 535-0255	(913) 535-0254	lindsey.holmgren@brightstarcare.com
KS - Wichita - East	Justin Hagedorn	JDH Home Care, Inc.	407 N. Waco	Wichita	KS	67202	(316) 425-7717	(316) 260-3317	JD.Hagedorn@brightstarcare.com
KY - Louisville East	Christian McCutcheon, Leslie McCutcheon	Good Shephard Healthcare Solutions, Inc.	406 Blankenbaker Parkway Ste G	Louisville	KY	40243	(502) 893-4700	(502) 893-4701	christian.mccutcheon@brightstarcare.com; leslie.mccutcheon@brightstarcare.com
KY - Louisville South	Christian McCutcheon, Leslie McCutcheon	Good Shephard Healthcare Solutions, Inc.	406 Blankenbaker Parkway Ste F	Louisville	KY	40243	(502) 893-4700	(502) 893-4701	christian.mccutcheon@brightstarcare.com; leslie.mccutcheon@brightstarcare.com
KY - North Lexington	Ryan Bethay	INVICTUS HEALTHCARE NETWORK LLC	301 East Main Street Suite 110	Lexington	KY	40507	(859) 294-0001	(859) 294-0041	Ryan.Bethay@brightstarcare.com
KY - Northern Kentucky	Alison McCreary, Christopher McCreary	LCA Group, LLC	328 Thomas More Pkwy Unit 101	Crestview Hills	KY	41017	(859) 692-9500	(859) 692-9502	alison.mccreary@brightstarcare.com; chris.mccreary@brightstarcare.com
MO - Lee's Summit	Alexis Shires, Lindsey Holmgren	LASH Healthcare Association, LLC	25501 West Valley Parkway Suite 150	Olathe	KS	66061	(816) 552-5600	(816) 552-5601	Alexis.Shires@brightstarcare.com; Lindsey.Holmgren@brightstarcare.com
MO - Metro Kansas City	Alexis Shires, Lindsey Holmgren	LASH Healthcare Association, LLC	25501 West Valley Parkway Suite 150	Olathe	KS	66061	(816) 552-5600	(816) 552-5601	Alexis.Shires@brightstarcare.com; Lindsey.Holmgren@brightstarcare.com
MO - Central St. Louis County	Ken Kraus	Vobis Sanus, LLC	655 Craig Road Suite 120	St. Louis	MO	63141	(314) 819-6000	(314) 819-6001	ken.kraus@brightstarcare.com
MO - MidMissouri	Bruce E. Hayes, Kristine A. Hayes	Innovative Healthcare of Mid Missouri, Inc.	200 S. Keene Street Suite A	Columbia	MO	65201	(573) 777-9222	(573) 303-0132	Bruce.Hayes@brightstarcare.com; Kristine.Hayes@brightstarcare.com
MO - South St. Louis Co.	Ken Kraus	Vobis Sanus, LLC	10777 Sunset Office Drive Suite 215 & 220	St. Louis	MO	63127	(314) 819-6000	(314) 819-6001	ken.kraus@brightstarcare.com
MO - St. Charles	Ken Kraus	Vobis Sanus, LLC	3910 S. Old Hwy 94 Suite 116	Saint Charles	MO	63303	(636) 866-0722	(314) 819-6001	ken.kraus@brightstarcare.com

MO - West St. Louis County	Ken Kraus	Vobis Sanus, LLC	655 Craig Rd. Suite 120	St. Louis	MO	63141	(314) 819-6000	(314) 819-6001	ken.kraus@brightstarcare.com
MO - North Kansas City	Alexis Shires, Lindsey Holmgren	LASH Healthcare Association, LLC	25501 West Valley Parkway Suite 150	Olathe	KS	66061	(816) 552-5600	(816) 552-5601	Alexis.Shires@brightstarcare.com; Lindsey.Holmgren@brightstarcare.com
MA - Methuen & Lawrence	Garret Janicke, Melissa Janicke	GM Home Care, LLC	300 Rosewood Drive	Danvers	NH	01923	(978) 278-3320	(978) 610-2600	garret.janicke@brightstarcare.com; melissa.janicke@brightstarcare.com
MA - Danvers/North Shore	Garret Janicke, Melissa Janicke	GM Home Care, LLC	300 Rosewood Drive Suite 103	Danvers	MA	01923	(978) 278-3320	(978) 610-2600	garret.janicke@brightstarcare.com; melissa.janicke@brightstarcare.com
MA - Framingham	Brenda Pulsifer, Richard Pulsifer	Platinum Enterprises, Inc.	115 Water St Suite 200	Milford	MA	01757	(508) 282-5020	(508) 282-5021	Brenda.Pulsifer@brightstarcare.com;
MA - Lexington/Concord & Bedford	Anuj Sharma, Lakshmi Prema Vadali, Sunita Sharma	APNA Ventures LLC	318 Bear Hill Road Suite 1a	Waltham	MA	02451	(781) 516-7739	(617) 379-6768	anuj.sharma@brightstarcare.com; prema.vi@gmail.com; sunitaldh53@gmail.com
MA - Lowell & Andover	Jeet Shangari	Om Sai Health LLC	1501 Main Street Unit 46	Tewksbury	MA	01876	(978) 364-7740	(978) 364-7770	jeet.shangari@brightstarcare.com
MA - Lynn/Salem	Garret Janicke, Melissa Janicke	GM Home Care, LLC	300 Rosewood Drive Suite 103	Danvers	MA	01923	(978) 278-3320	(978) 610-2600	garret.janicke@brightstarcare.com; melissa.janicke@brightstarcare.com
MA - Milford	Brenda Pulsifer, Richard Pulsifer	Platinum Enterprises, Inc.	115 Water St Suite 200	Milford	MA	01757	(508) 282-5020	(508) 282-5021	Brenda.Pulsifer@brightstarcare.com;
MA - Newton & Brookline	Bruno Ferrari Melo, Olivia Ferrari	Care With Dignity LLC	21A Highland Circle	Needham	MA	02494	(781) 241-0022	(781) 241-0021	bruno.ferrari@brightstarcare.com; olivia.ferrari@brightstarcare.com
MD - Anne Arundel County	Thomas A. Graves	Flat Creek Investments, LLC	2111 Baldwin Avenue Suite 3	Crofton	MD	21114	(410) 697-3527	(855) 802-9782	thomas.graves@brightstarcare.com
MD - Baltimore City/County	Andri Purkanto, Ryan A. Guzzino	3P Health, LLC	6 North Park Drive Suite 110	Cockeysville	MD	21030	(443) 275-2796	(443) 275-2806	andri.purkanto@brightstarcare.com; ryan.guzzino@brightstarcare.com
MD - Baltimore County West	Andri Purkanto, Ryan A. Guzzino	3P Health, LLC	1829 Reisterstown Road Suite 350	Pikesville	MD	21208	(443) 275-2796	(443) 275-2806	andri.purkanto@brightstarcare.com; ryan.guzzino@brightstarcare.com
MD - Bel Air	Jennifer Tamberino, Michael Tamberino	Golden Rule Health Services, Inc.	909 S. Main Street 1st Floor	Bel Air	MD	21014	(443) 601-9200	(443) 601-9211	jennifer.tamberino@brightstarcare.com; michael.tamberino@brightstarcare.com
MD - Bethesda	Daniel J. Price	Sweet Virginia Care Montgomery County, LLC	10400 Connecticut Ave Suite 508/512	Kensington	MD	20895	(301) 588-0859	(301) 588-0954	dan.price@brightstarcare.com
MD - Burtonsville	Daniel J. Price	Sweet Virginia Care Montgomery County, LLC	10400 Connecticut Ave Suite 508/512	Kensington	MD	20895	(301) 588-0859	(301) 588-0954	dan.price@brightstarcare.com
MD - Carroll & Frederick County	John P Kraynak	Care With Compassion, Inc.	198 Thomas Johnson Dr. Suite 19	Frederick	MD	21702	(301) 228-0607	(301) 882-8228	John.Kraynak@brightstarcare.com
MD - Easton	Thomas A. Graves	Flat Creek Investments, LLC	8709 Brooks Drive Unit #2A, First Floor	Easton	MD	21601	(410) 820-4200	(855) 802-9782	thomas.graves@brightstarcare.com
MD - Gaithersburg	Daniel J. Price	Sweet Virginia Care Montgomery County, LLC	10400 Connecticut Avenue Suite 508/512	Kensington	MD	20895	(301) 588-0859	(301) 588-0954	dan.price@brightstarcare.com
MD - Howard County	Thomas A. Graves	Flat Creek Investments, LLC	7060 Oakland Mills Rd Suite P	Columbia	MD	21046	(410) 910-9425	(855) 802-9782	thomas.graves@brightstarcare.com
MD - Hyattsville	Daniel J. Price	Sweet Virginia Care Montgomery County, LLC	10400 Connecticut Ave. Suite 508/512	Kensington	MD	20895	(301) 588-0859	(301) 588-0954	dan.price@brightstarcare.com
MD - Rockville	Daniel J. Price	Sweet Virginia Care Montgomery County, LLC	10400 Connecticut Ave Suite 508/512	Kensington	MD	20895	(301) 588-0859	(301) 588-0954	dan.price@brightstarcare.com
MD - Salisbury	Thomas A. Graves	Flat Creek Investments, LLC	10441 Race Track Road Suite 6	Berlin	MD	21811	(410) 200-9330	(855) 802-9782	thomas.graves@brightstarcare.com
MD - St. Mary's	Daniel J. Price	Sweet Virginia Care Montgomery County, LLC	3261 Old Washington Road Suite 2033A	Waldorf	MD	20602	N/A	N/A	dan.price@brightstarcare.com
MD - Upper Marlboro	Daniel J. Price	Sweet Virginia Care Montgomery County, LLC	10400 Connecticut Ave. Suite 508/512	Kensington	MD	20895	(301) 588-0859	(301) 588-0954	dan.price@brightstarcare.com
MD - Waldorf	Daniel J. Price	Sweet Virginia Care Montgomery County, LLC	3261 Old Washington Road Suite 2033A	Waldorf	MD	20602	(240) 468-4045		dan.price@brightstarcare.com
MI - Ann Arbor	Christopher Miller	Miller Home Care Services, Inc.	3810 Packard St. Suite 210	Ann Arbor	MI	48108	(734) 302-4215	(810) 225-6150	Christopher.Miller@brightstarcare.com
MI - Birmingham	Edwin Wudyka	EW Home Care Corp.	44004 Woodward Avenue Suite 100	Bloomfield Hills	MI	48302	(248) 952-9944	(248) 952-9947	edwin.wudyka@brightstarcare.com
MI - East Lansing	Christopher Miller	Miller Home Care Services, Inc.	2510 Kerry Street Ste 108	Lansing	MI	48912	(517) 679-1700	(517) 679-1701	Christopher.Miller@brightstarcare.com
MI - Grosse Pointe/Southeast Macomb	John Channing	John Channing Enterprises, Inc.	22811 Greater Mack Ave. Suite 109	St. Clair Shores	MI	48080	(586) 279-3610	(586) 439-5648	john.channing@brightstarcare.com
MI - Howell	Christopher Miller	Miller Home Care Services, Inc.	2300 Genoa Business Park Dr Suite 290	Brighton	MI	48114	(810) 225-4000	(810) 225-6150	Christopher.Miller@brightstarcare.com
MI - New Baltimore / E. Macomb	John Channing	John Channing Enterprises, Inc.	22811 Greater Mack Ave. Suite 109	St. Clair Shores	MI	48080	((586) 270-3610	((586) 439-5648	john.channing@brightstarcare.com
MI - Northern Michigan	John Zimmerman, Sharon Zimmerman	St. Ann Corporation	3191 Logan Valley Road	Traverse City	MI	49684	(231) 929-7827	(231) 929-7829	j.zimmerman@brightstarcare.com; s.zimmerman@brightstarcare.com
MI - Novi	Christopher Miller	Miller Home Care Services, Inc.	37000 Grand River Ste 370	Farmington Hills	MI	48335	(248) 449-5110	(248) 449-5195	Christopher.Miller@brightstarcare.com
MI - Rochester Hills	Edwin Wudyka	EW Home Care Corp.	44004 Woodward Avenue Suite 100	Bloomfield Hills	MI	48302	(248) 952-9944	(248) 952-9947	edwin.wudyka@brightstarcare.com
MI - Sterling Heights	Lucia Rogers, Michael Rogers	Wished Best Care, Inc.	47850 Van Dyke Ave	Shelby Township	MI	48317-3373	(586) 825-9797	(586) 825-9798	Lucia.Rogers@brightstarcare.com; Michael.Rogers@brightstarcare.com
MI - Troy / Royal Oak	Edwin Wudyka	EW Home Care Corp.	550 Stephenson Highway Suite 480	Troy	MI	48083	(248) 422-3600	(248) 422-3601	edwin.wudyka@brightstarcare.com
MN - Burnsville/South St. Paul	Ashley Eiserman, Jim Jacob, Stacie K. Monn	Karing Hent, Inc.	5862 Blackshire Path Unit 1A & 1B	Inver Grove Heights	MN	55076	(612) 435-7390	(952) 895-1071	ashley.eiserman@brightstarcare.com; jim.jacob@brightstarcare.com;
MN - Duluth	Ashley Eiserman, Jim Jacob, Stacie K. Monn	Karing Hent, Inc.	2000 W. Superior St. Suite 202	Duluth	MN	55806	(218) 210-0983	(651) 770-4845	ashley.eiserman@brightstarcare.com; jim.jacob@brightstarcare.com; stacie.kay@brightstarcare.com
MN - Golden Valley/N Minneapolis Metro	Ashley Eiserman, Jim Jacob, Stacie K. Monn	Karing Hent, Inc.	8900 Penn Avenue S Suite 301	Bloomington	MN	55431	(952) 300-3698		ashley.eiserman@brightstarcare.com; jim.jacob@brightstarcare.com; stacie.kay@brightstarcare.com
MN - Maple Grove / Andover	Heather Logelin	Northwest Compassionate Care, LLC	6240 Quinwood Lane	Maple Grove	MN	55369	(952) 600-7352	(763) 600-6308	Heather.Logelin@brightstarcare.com
MN - Monticello / Elk River	Heather Logelin	Northwest Compassionate Care, LLC	6240 Quinwood Lane	Maple Grove	MN	55369	(952) 600-7352	(763) 600-6308	Heather.Logelin@brightstarcare.com
MN - Plymouth	Justin Prisendorf	Prisendorf Care, LLC	3030 Harbor Lane Suite 124	Plymouth	MN	55447	(763) 432-5095	(763) 432-7936	Justin.Prisendorf@brightstarcare.com
MN - Rochester	Ashley Eiserman, Jim Jacob, Stacie K. Monn	Karing Hent, Inc.	1221 3rd Ave. SW Suite 220	Rochester	MN	55902	(507) 200-8789	(651) 770-4845	ashley.eiserman@brightstarcare.com; jim.jacob@brightstarcare.com; stacie.kay@brightstarcare.com
MN - Scott & Carver Counties	Lori Ranney, Scott Ranney	NLM Investment Group, LLC	7460 South Park Drive	Savage	MN	55378	(612) 428-0224	(612) 428-0226	Lori.Ranney@brightstarcare.com; Scott.Ranney@brightstarcare.com
MN - South Minneapolis Metro	Ashley Eiserman, Jim Jacob, Stacie K. Monn	Karing Hent, Inc.	7500 Golden Triangle Dr. Office 16	Eden Prairie	MN	55344	(952) 300-3698	(952) 681-7339	ashley.eiserman@brightstarcare.com; jim.jacob@brightstarcare.com; stacie.kay@brightstarcare.com
MN - St. Croix Valley	Sini Ross	Swedehill Lifecare, LLC	8951 33rd Street N	Lake Elmo	MN	55042	(651) 234-0044	(651) 234-0046	sini.ross@brightstarcare.com
MN - St. Paul	Ashley Eiserman, Jim Jacob, Stacie K. Monn	Karing Hent, Inc.	3666 E. County Line N	White Bear Lake	MN	55110	(651) 770-8427	(651) 770-4845	ashley.eiserman@brightstarcare.com; jim.jacob@brightstarcare.com; stacie.kay@brightstarcare.com
NC - Asheville	Al Glicksberg, Rhonda Glicksberg, Scott Glicksberg	Rhonal, Inc.	1340F Patton Ave.	Asheville	NC	28806	(828) 255-1733	(828) 255-1734	al.glicksberg@brightstarcare.com; rhonda.glicksberg@brightstarcare.com; Scott.Glicksberg@brightstarcare.com
NC - Cary	Alexis Hailey, Steven Hailey	Mayberry Vested Interests, Inc.	102 Commonwealth Court Suite K	Cary	NC	27511	(919) 535-6787	(919) 650-1345	Alexis.Hailey@brightstarcare.com; Steven.Hailey@brightstarcare.com
NC - Durham / Chapel Hill	Matthew O'Connor, Skyler O'Connor	AboutHealth, Inc.	101 Glen Lennox Office 44	Chapel Hill	NC	27517	(919) 321-9435	(919) 321-9436	Matthew.OConnor@brightstarcare.com; Skyler.OConnor@brightstarcare.com
NC - East Charlotte	Garrett W. Ford Jr	Kagle, LLC	10020 Monroe Road Suite 230	Matthews	NC	28105	(980) 495-9361	(980) 985-0189	Garrett.Ford@brightstarcare.com
NC - Gastonia	Bert Kolz, Carolyn Sanders, Don Hughes, William Bass	Black Wolf Health North Charlotte, LLC	811 South Oakland Street, Suite B	Gastonia	NC	28054	(704) 691-0280	(704) 691-0284	Bert.Kolz@brightstarcare.com; Cari.Sanders@brightstarcare.com; na@brightstarcare.com

NC - Greenville	Amy Eason, Blake Eason	DGJ Ventures, LLC	610 Lynndale Court Unit A	Greenville	NC	27858	(252) 565-5346	(866) 507-0223	Amy.Eason@brightstarcare.com; Blake.Eason@brightstarcare.com
NC - Lincolnton/Mooresville/Salisbury	Bert Kolz, Carolyn Sanders, Don Hughes, William Bass	Black Wolf Health North Charlotte, LLC	885 Highway 16 N. Suite B	Denver	NC	28037	(704) 721-7829	(704) 720-7827	Bert.kolz@brightstarcare.com; Cari.Sanders@brightstarcare.com; na@brightstarcare.com; na@brightstarcare.com
NC - Northern Charlotte / Huntersville	Bert Kolz, Carolyn Sanders, Don Hughes, William Bass	Black Wolf Health North Charlotte, LLC	9624 Bailey Road Suite 270	Cornelius	NC	28031	(704) 721-7827	(704) 720-7827	Bert.kolz@brightstarcare.com; Cari.Sanders@brightstarcare.com; na@brightstarcare.com; na@brightstarcare.com
NC - S. Charlotte	Lou Hijazin, Rampi Hijazin	Seva Healthcare, LLC	1900 Abbott St Suite 101	Charlotte	NC	28203	(704) 919-0955	(704) 919-0998	lou.hijazin@brightstarcare.com; rampi.hijazin@brightstarcare.com
NC - S. Greensboro	Jill Starcevich, Todd Starcevich	Starcevich Family Holdings, LLC	508 Prescott Street Suite A	Greensboro	NC	27401	(336) 265-3500	(336) 265-3505	Jill.Starcevich@brightstarcare.com; Todd.Starcevich@brightstarcare.com
NC - SW Mecklenburg Co	Lou Hijazin, Rampi Hijazin	Seva Healthcare, LLC	1900 Abbott St Suite 101	Charlotte	NC	28203	(704) 919-0955	(704) 919-0998	lou.hijazin@brightstarcare.com; rampi.hijazin@brightstarcare.com
NC - West Raleigh	Matthew O'Connor, Skyler O'Connor	AboutHealth, Inc.	4000 Wake Forest Rd. Suite 240	Raleigh	NC	27609	(919) 321-9435	(919) 321-9436	Matthew.OConnor@brightstarcare.com; Skyler.OConnor@brightstarcare.com
NC - Wilmington and Brunswick County	Ed Collins	Eagle Island Group, LLC	2709 Market Street Suite 201	Wilmington	NC	28403	(910) 599-9555	(910) 599-9557	Ed.Collins@brightstarcare.com
NC - Winston-Salem	Jill Starcevich, Todd Starcevich	Starcevich Family Holdings, LLC	1348 Westgate Center Drive Suite 202	Winston-Salem	NC	27103	(336) 265-3500	(336) 265-3505	Jill.Starcevich@brightstarcare.com; Todd.Starcevich@brightstarcare.com
NE - Omaha	Barry Major, Ryan Major	MAJOR HOME HEALTH, LLC	9202 West Dodge Road Suite 202	Omaha	NE	68114	(402) 210-2000	(402) 850-2515	Barry.Major@brightstarcare.com; Ryan.Major@brightstarcare.com
NH - Bedford / Manchester	Garret Janicke, Melissa Janicke	GM Home Care, LLC	601 Riverway Place	Bedford	NH	03110	(603) 637-4646	(603) 935-8590	garret.janicke@brightstarcare.com; melissa.janicke@brightstarcare.com
NH - Dover	Garret Janicke, Melissa Janicke	GM Home Care, LLC	601 Riverway Place	Bedford	NH	03110	(603) 637-4646	(603) 935-8590	garret.janicke@brightstarcare.com; melissa.janicke@brightstarcare.com
NH - Salem-Derry	Garret Janicke, Melissa Janicke	GM Home Care, LLC	601 Riverway Place	Bedford	NH	03110	(603) 637-4646	(603) 935-8590	garret.janicke@brightstarcare.com; melissa.janicke@brightstarcare.com
NJ - Bergen County West	Andrew S. Bailen, Kelley A. Bailen	CT Home Healthcare, Inc.	601 Hamburg Turnpike Suite 211	Wayne	NJ	07470	(973) 321-0010	(973) 956-7000	Andrew.Bailen@brightstarcare.com; Kelley.Bailen@brightstarcare.com
NJ - Camden & Cherry Hill	Navdeep Singh	Maison Care LLC	800 North Kings Highway Suite 301	Cherry Hill	NJ	08034	(856) 843-7177	(856) 843-7887	navdeep.singh@brightstarcare.com
NJ - Essex County	Mark Soloff	Soloff, LLC	14 Ridgedale Avenue Suite 208	Cedar Knolls	NJ	07927	(973) 898-0800	(973) 828-0242	Mark.Soloff@brightstarcare.com
NJ - Freehold	Andrew S. Bailen, Kelley A. Bailen	CT Home Healthcare, Inc.	55 Gilbert Street North Suite 201	Tinton Falls	NJ	07701	(732) 462-5777	(732) 462-0577	Andrew.Bailen@brightstarcare.com; Kelley.Bailen@brightstarcare.com
NJ - Gloucester County	Stephan J. McDonald	BMB Healthcare LLC	603 N. Broad Street Suite 201	Woodbury	NJ	08096	(856) 442-9009	(856) 442-9014	stephan.mcdonald@brightstarcare.com
NJ - Hackensack	Patricia Preztunik	Ikhaya World, Inc.	70 Kinderkamack Road Suite 101	Emerson	NJ	07630	(201) 483-8490	(201) 735-2111	patricia.preztunik@brightstarcare.com
NJ - Hamilton Township / Robbinsville	Jennifer Emejulu, Tagbo Emejulu, Jr.	Balanced Life Home Care Services, LLC	3705 Quakerbridge Road Suite 204	Hamilton Township	NJ	08619	(609) 303-3022	(609) 303-3024	Jennifer.Emejulu@brightstarcare.com; Tagbo.Emejulu@brightstarcare.com
NJ - Hunterdon	Jennifer Emejulu, Tagbo Emejulu, Jr.	Balanced Life Home Care Services, LLC	65 Old Highway 22 Suite 4	Clinton	NJ	08809	(908) 627-4600	(908) 627-4602	Jennifer.Emejulu@brightstarcare.com; Tagbo.Emejulu@brightstarcare.com
NJ - Morris County	Mark Soloff	Soloff, LLC	14 Ridgedale Avenue Suite 208	Cedar Knolls	NJ	07927	(973) 898-0800	(973) 828-0242	Mark.Soloff@brightstarcare.com
NJ - Mount Laurel	Petr Jelinek	PAWPAW TREE LLC	505 South Lenola Road	Moorestown	NJ	08057	(856) 252-7374	(833) 779-4813	petr.jelinek@brightstarcare.com
NJ - N. Middlesex Co.	Andrew S. Bailen, Kelley A. Bailen	CT Home Healthcare, Inc.	242 Old New Brunswick Road Suite 101	Piscataway	NJ	08854	(732) 343-6767	(732) 343-6768	Andrew.Bailen@brightstarcare.com; Kelley.Bailen@brightstarcare.com
NJ - NE Morris County	Mark Soloff	Soloff, LLC	14 Ridgedale Avenue Suite 208	Cedar Knolls	NJ	07927	(973) 898-0800	(973) 828-0242	Mark.Soloff@brightstarcare.com
NJ - New Brunswick / East Brunswick	Andrew S. Bailen, Kelley A. Bailen	CT Home Healthcare, Inc.	C2 Brier Hill Court, Building C Suite 206	East Brunswick	NJ	08816	(732) 343-6767	(732) 343-6768	Andrew.Bailen@brightstarcare.com; Kelley.Bailen@brightstarcare.com
NJ - Northern Ocean County	Deepika Parimi, Rakesh Parimi	ARUSHI VENTURES, LLC	445 Brick Blvd. Suite 203	Brick	NJ	08723	(732) 551-3880	(732) 551-3930	deepika.parimi@brightstarcare.com; rakesh.parimi@brightstarcare.com
NJ - Passaic County East	Andrew S. Bailen, Kelley A. Bailen	CT Home Healthcare, Inc.	601 Hamburg Turnpike Suite 211	Wayne	NJ	07470	(973) 321-0010	(973) 956-7000	Andrew.Bailen@brightstarcare.com; Kelley.Bailen@brightstarcare.com
NJ - Passaic County West	Andrew S. Bailen, Kelley A. Bailen	CT Home Healthcare, Inc.	601 Hamburg Turnpike Suite 211	Wayne	NJ	07470	(973) 321-0010	(973) 956-7000	Andrew.Bailen@brightstarcare.com; Kelley.Bailen@brightstarcare.com
NJ - Somerset	Kathleen Peterson	Somerset Home Care and Medical Staffing, LLC	44 E. Somerset St. - 1st Floor	Raritan	NJ	08869	(908) 333-9633	(908) 333-9636	Kathleen.Peterson1@brightstarcare.com
NJ - Summit	Cynthia Timoni, Stephen Timoni	Garden State Health Solutions, LLC	560 Springfield Ave Second Floor, Ste G	Westfield	NJ	07090	(908) 322-8200	(908) 382-3228	cynthia.timoni@brightstarcare.com; stephen.timoni@brightstarcare.com
NJ - Teaneck	Patricia Preztunik	Ikhaya World, Inc.	560 Sylvan Ave. Suite 3160 - Office No. 16	Englewood Cliffs	NJ	07632	(201) 483-8490	(201) 735-2111	patricia.preztunik@brightstarcare.com
NJ - Wall / Hazlet	Andrew S. Bailen, Kelley A. Bailen	CT Home Healthcare, Inc.	55 Gilbert Street North Suite 201	Tinton Falls	NJ	07701	(732) 343-6767	(732) 343-6768	Andrew.Bailen@brightstarcare.com; Kelley.Bailen@brightstarcare.com
NJ - Westfield	Cynthia Timoni, Stephen Timoni	Garden State Health Solutions, LLC	560 Springfield Ave Second Floor, Ste G	Westfield	NJ	07090	(908) 322-8200	(908) 382-3228	cynthia.timoni@brightstarcare.com; stephen.timoni@brightstarcare.com
NM - Albuquerque	Ana Molina, Aref Muza	ABQ Senior Care LLC	2626 San Pedro Boulevard NE, Suite G	Albuquerque	NM	87110	(505) 456-6060	(505) 431-1011	ana.molina@brightstarcare.com; arefmuza1@yahoo.com
NV - Henderson	Marc Torrez, Rebecca S. Torrez	Zerrot, Inc.	40 E. Horizon Ridge Parkway Suite #103	Henderson	NV	89002	(702) 982-2273	(702) 737-6688	marc.torrez@brightstarcare.com; becky.torrez@brightstarcare.com
NV - SW Las Vegas	Marc Torrez, Rebecca S. Torrez	Zerrot, Inc.	4775 S. Durango Dr. Suite 200	Las Vegas	NV	89147	(702) 982-2273	(702) 737-6688	marc.torrez@brightstarcare.com; becky.torrez@brightstarcare.com
NV - W Central Las Vegas	Marc Torrez, Rebecca S. Torrez	Zerrot, Inc.	4775 S. Durango Dr. Suite 200	Las Vegas	NV	89147	(702) 982-2273	(702) 737-6688	marc.torrez@brightstarcare.com; becky.torrez@brightstarcare.com
NY - Central Westchester County	Pranav Merchant	Merchant Care Services, Inc.	222 Mamaroneck Ave Suite 310	White Plains	NY	10605	(914) 358-4713	(914) 615-9278	pranav.merchant@brightstarcare.com
NY - North Shore Nassau County	Don Nickel, Maureen Nickel	GTD Services, Inc.	136 Woodbury Road Suite 203	Woodbury	NY	11797	(516) 714-5463	(516) 714-3290	don.nickel@brightstarcare.com; maureen.nickel@brightstarcare.com
NY - North Westchester County	Pranav Merchant	Merchant Care Services, Inc.	222 Mamaroneck Ave Suite 310	White Plains	NY	10605	(914) 358-4713	(914) 615-9278	pranav.merchant@brightstarcare.com
NY - South Brooklyn	Abe Esses, Raymond Esses	EOM Services, Inc.	Ste 335-B, 3rd Floor (Primary) 26 Broadway	New York	NY	10004-1744	(212) 430-6862	(646) 905-0508	abe.esses@brightstarcare.com; raymond.esses@brightstarcare.com
NY - Upper East Side	Ornit Niv, Tobias Anderson	Ornatono Services, LLC	Ste 335-B, 3rd Floor (Primary) 26 Broadway	New York	NY	10004-1744	(212) 430-6862	(646) 905-0508	ornit.niv@brightstarcare.com; toby.anderson@brightstarcare.com
OH - Centerville/South Dayton	Kelly Luers, Pat Luers	DDC Group, Inc.	10536 Success Lane	Dayton	OH	45458	(937) 619-3111	(937) 660-6371	pat.luers@brightstarcare.com
OH - Cincinnati	Cathy Heppler, John Heppler	Cincinnati Healthcare, LLC	4010 Executive Park Drive Suite 210	Cincinnati	OH	45241	(513) 321-4688	(513) 297-7257	jheppler@brightstarcare.com
OH - Columbus-Northwest	Susan Beggs	Advanced Home Health Care, Inc.	1685 Old Henderson Road	Columbus	OH	43220	(614) 442-1000	(614) 442-1020	susan.beggs@brightstarcare.com
OH - Cuyahoga West	David Bardwell, Giselle Bardwell	Bartino NEO Co.	7029 Pearl Road Suite 310	Middleburg Heights	OH	44130	(440) 613-1500	(440) 613-1501	David.Bardwell@brightstarcare.com; Giselle.Bardwell@brightstarcare.com
OH - Delaware / Powell / Marysville	Susan Beggs	Advanced Home Health Care, Inc.	1685 Old Henderson Road	Columbus	OH	43220	(614) 442-1000	(614) 442-1020	susan.beggs@brightstarcare.com
OH - East Columbus	Susan Beggs	Advanced Home Health Care, Inc.	1685 Old Henderson Road	Columbus	OH	43220	(614) 442-1000	(614) 442-1020	susan.beggs@brightstarcare.com
OH - Hudson/Solon	Patricia Wethern, Patrick Wethern	Integrity Home Healthcare of Hudson, LLC	9261 Ravenna Road Suite B-4	Twinsburg	OH	44087	(330) 963-7777	(330) 963-7778	patricia.wethern@brightstarcare.com; patrick.wethern@brightstarcare.com
OH - Springdale	Cathy Heppler, John Heppler	Cincinnati Healthcare, LLC	4010 Executive Park Drive Suite 210	Cincinnati	OH	45241	(513) 771-2626	(513) 297-7257	jheppler@brightstarcare.com
OH - Warren County/West Chester	Kelly Luers, Pat Luers	DDC Group, Inc.	10536 Success Lane	Dayton	OH	45458	(937) 619-3111	(937) 660-6371	pat.luers@brightstarcare.com
OK - Choctaw / Oklahoma City	Jarod Cannicott	Redbud Home Care, LLC	3000 United Founders Blvd Suite 103G	Oklahoma City	OK	73112	(405) 896-9600	(405) 698-2495	Jarod.Cannicott@brightstarcare.com
OK - Edmond/Oklahoma City	Jarod Cannicott	Redbud Home Care, LLC	3000 United Founders Blvd Suite 103G	Oklahoma City	OK	73112	(405) 896-9600	(405) 698-2495	Jarod.Cannicott@brightstarcare.com
OK - Norman	Jarod Cannicott	Redbud Home Care, LLC	481 Merchant Drive Suite 100	Norman	OK	73069	(405) 896-9600	(405) 698-2495	Jarod.Cannicott@brightstarcare.com

OK - NW Oklahoma City	Jarod Cannicott	Redbud Home Care, LLC	3000 United Founders Blvd Suite 103G	Oklahoma City	OK	73112	(405) 896-9600	(405) 698-2495	Jarod.Cannicott@brightstarcare.com
OK - Tulsa	Jarod Cannicott	Redbud Home Care, LLC	5110 North Yale Avenue Suite 530	Tulsa	OK	74135	(918) 392-9949	(918) 392-9950	Jarod.Cannicott@brightstarcare.com
OR - Lane County	Jennifer Ensminger, Mark Ensminger	JEME Ventures, LLC	911 Country Club Road Suite 340	Eugene	OR	97401	(541) 632-7800	(541) 632-7802	jennifer.ensminger@brightstarcare.com; mark.ensminger@brightstarcare.com
OR - NE Portland	Lori Calder-Miller	LJC and Company Healthcare, LLC	825 NE 20th Ave. Suite 310	Portland	OR	97232	(503) 620-6011	(503) 620-6199	Lori.Miller@brightstarcare.com
OR - Salem	Lori Calder-Miller	LJC and Company Healthcare, LLC	146 Chemawa Rd. N Suite #4	Keizer	OR	97301	(503) 620-6011	(503) 620-6199	Lori.Miller@brightstarcare.com
OR - West Portland	Lori Calder-Miller	LJC and Company Healthcare, LLC	1675 SW Marlow Ave Suite 405	Portland	OR	97225	(503) 620-6011	(503) 620-6199	Lori.Miller@brightstarcare.com
PA - Allentown	Chirag Modi	Home Star Care, Inc.	1401 N. Cedar Cred Blvd. Suite 104	Allentown	PA	18104	(570) 223-2248	(570) 980-2278	chirag_modi@brightstarcare.com
PA - Bethlehem/Easton	Fred Smollinger, Teresa Smollinger	Long Quality Care, LLC	118 E. Broad Street	Bethlehem	PA	18018	(610) 814-7300	(610) 419-2043	Fred.Smollinger@brightstarcare.com; Teresa.Smollinger@brightstarcare.com
PA - Butler Co.	Jana Roy, Uday Roy	Seba Abode, Inc.	20530 Route 19 Suite 1	Cranberry Township	PA	16066	(412) 212-6126	(412) 561-5665	jana.roy@brightstarcare.com; uday.roy@brightstarcare.com
PA - City Center	Olu Lawal	OAL Holdings & Ventures, LLC	1528 Walnut Street Suite 1005	Philadelphia	PA	19102	(445) 345-2211	(215) 978-9091	Olu.Lawal@brightstarcare.com
PA - Cumberland County	Andri Purkanto, Ryan A. Guzzino	3P Health, LLC	6 Kacey Ct Suite 204	Mechanicsburg	PA	17055	(814) 826-3200	(814) 826-3205	andri.purkanto@brightstarcare.com; ryan.guzzino@brightstarcare.com
PA - Dauphin / Lebanon	Andri Purkanto, Ryan A. Guzzino	3P Health, LLC	318 East Walnut Street Suite 301	Lancaster	PA	17602	(443) 275-2796	(443) 275-2806	andri.purkanto@brightstarcare.com; ryan.guzzino@brightstarcare.com
PA - Erie	Jana Roy, Uday Roy	Seba Abode, Inc.	1001 State Street Suite 1012	Erie	PA	16501	(814) 455-7827	(814) 455-7831	jana.roy@brightstarcare.com; uday.roy@brightstarcare.com
PA - Greater Chester County	Robert Ouellette	Bobeva, Inc.	3 North Five Points Road	West Chester	PA	19380	(610) 857-7790	(484) 324-7788	Robert.Ouellette@brightstarcare.com
PA - Happy Valley	Andri Purkanto, Ryan A. Guzzino	3P Health, LLC	1350 South Atherton Street	State College	PA	16801	(814) 826-3200	(814) 826-3205	andri.purkanto@brightstarcare.com; ryan.guzzino@brightstarcare.com
PA - Lancaster	Andri Purkanto, Ryan A. Guzzino	3P Health, LLC	318 East Walnut Street Suite 301	Lancaster	PA	17602	(717) 850-8040	(443) 275-2806	andri.purkanto@brightstarcare.com; ryan.guzzino@brightstarcare.com
PA - Lansdale	Anne Politica, Randy Hartinger, Tom Politica	Aster Homecare, LLC	121 N Main Street Suites 201 & 202	Souderton	PA	18964	(267) 436-4011	(267) 436-0509	Anne.Politica1@brightstarcare.com; Randy.Hartinger@brightstarcare.com; Tom.Politica@brightstarcare.com
PA - Monroeville/New Kensington	Jana Roy, Uday Roy	Seba Abode, Inc.	4099 William Penn Highway Suite 501	Monroeville	PA	15146	(412) 271-3201	(412) 561-5665	jana.roy@brightstarcare.com; uday.roy@brightstarcare.com
PA - North Bucks County	Deep Mukherjee, Jayati D. Mukherjee	A&A Care, Inc.	122 East Court Street Suite #1	Doylestown	PA	18901	(267) 245-8433	(267) 296-9457	deep.mukherjee@brightstarcare.com;
PA - North Hills/Pittsburgh	Andri Purkanto, Ryan A. Guzzino	3P Health, LLC	5000 McKnight Rd Suite 200	Pittsburgh	PA	15237	(412) 369-5100	(412) 369-5104	andri.purkanto@brightstarcare.com; ryan.guzzino@brightstarcare.com
PA - S. Bucks County	Alexander Katz, Nicholas Gremminger	Immensus Auxilium LLC	3331 Street Road Suite 200	Bensalem	PA	19020	(215) 750-8802	(215) 750-8803	alex.katz@brightstarcare.com; nicholas.gremminger@brightstarcare.com
PA - SE Montgomery	Alexander Katz, Nicholas Gremminger	Immensus Auxilium LLC	3331 Street Road Suite 200	Bensalem	PA	19020	(215) 750-8802	(215) 750-8803	alex.katz@brightstarcare.com; nicholas.gremminger@brightstarcare.com
PA - Stroudsburg	Chirag Modi	Home Star Care, Inc.	6252 Route 209	Stroudsburg	PA	18360	(570) 223-2248	(570) 980-2278	chirag_modi@brightstarcare.com
PA - SW Pittsburgh	Jana Roy, Uday Roy	Seba Abode, Inc.	400 Mount Lebanon Blvd	Pittsburgh	PA	15234	(412) 561-5605	(412) 561-5665	jana.roy@brightstarcare.com; uday.roy@brightstarcare.com
PA - W. Montgomery Co.	John Ransom, Melissa Sadler	Ambassador For Home, LLC	2939 West Germantown Pike Unit #A	Eagleville	PA	19403	(484) 685-5100	(484) 685-5107	John.Ransom@brightstarcare.com; Melissa.Sadler@brightstarcare.com
PA - Washington & Greene Counties	Alex Brito, Nicole Brito	DaSilva Group, LLC	3244 Washington Road Suites 215 & 220	McMurray	PA	15317	(412) 763-8180	(412) 763-8181	Alex.Brito@brightstarcare.com; Nicole.Brito@brightstarcare.com
PA - York	Andri Purkanto, Ryan A. Guzzino	3P Health, LLC	97 Theater Lane	York	PA	17402	(717) 850-8040	(443) 275-2806	andri.purkanto@brightstarcare.com; ryan.guzzino@brightstarcare.com
SC - Charleston	Destry Jeter, Jean M. Jeter	99 ONE Healthcare, LLC	474 Wando Park Blvd. Suite 106-A	Mount Pleasant	SC	29464	(843) 300-3008	(843) 614-8406	destry.jeter@brightstarcare.com; jean.jeter@brightstarcare.com
SC - Columbia	Brian Neeley, Elizabeth Neeley	Beverly Home Healthcare Services, LLC	1701 Devonshire Drive Suite 102	Columbia	SC	29204	(803) 881-7400	(803) 881-7401	Brian.Neeley@brightstarcare.com; betsy.neeley@brightstarcare.com
SC - Easley-Piedmont	Jayne Smith, Steven Smith	FUTURESMITH, INC.	110 W. Church Street Ste A	Greer	SC	29650	(864) 599-0452	(864) 655-4043	Jayne.Smith@brightstarcare.com; Steven.Smith@brightstarcare.com
SC - Greenville	Jayne Smith, Steven Smith	FUTURESMITH, INC.	110 W. Church Street Ste A	Greer	SC	29650	(864) 599-0452	(864) 655-4043	Jayne.Smith@brightstarcare.com; Steven.Smith@brightstarcare.com
SC - Hilton Head	Jill Larson, Susan Whittelsey	SS&J Associates, LLC	29 Plantation Park Drive Suite 105	Bluffton	SC	29910	(843) 837-3773	(843) 837-3233	jill.ulicny@brightstarcare.com; swhittelsey@brightstarcare.com
SC - Lexington / West Columbia	Jill Larson, Susan Whittelsey	SS&J Associates, LLC	1323 Platt Springs Rd Suite 10	West Columbia	SC	29169	(803) 358-8315	(843) 837-3233	jill.ulicny@brightstarcare.com; swhittelsey@brightstarcare.com
SC - Rock Hill	Jayne Smith, Steven Smith	FUTURESMITH, INC.	2012 West Highway 160	Fort Mill	SC	29708	(803) 578-9900	(803) 578-9901	Jayne.Smith@brightstarcare.com; Steven.Smith@brightstarcare.com
SC - Spartanburg	Jayne Smith, Steven Smith	FUTURESMITH, INC.	110 W. Church Street Ste A	Greer	SC	29650	(864) 599-0452	(864) 655-4043	Jayne.Smith@brightstarcare.com; Steven.Smith@brightstarcare.com
TN - Chattanooga	Rick Collett	JRC Ventures, Inc.	117 Nowlin Lane Suite 200	Chattanooga	TN	37421	(423) 296-6640	(423) 296-6643	rick.collett@brightstarcare.com
TN - Knoxville	Joe Grubb, Phyllis Grubb	Grubb & Associates, Inc.	6500 Papermill Drive Suite 205	Knoxville	TN	37919 - 4814	(865) 690-6282	(865) 690-9298	jgrubb@brightstarcare.com
TN - Memphis	Jessica Sewell, Matthew Sewell	Home Care Services Memphis LLC	5384 Poplar Avenue Suite 340	Memphis	TN	38119	(901) 472-4100	(866) 436-9785	jessica.sewell@brightstarcare.com; matthew.sewell@brightstarcare.com
TN - S. Nashville	Jessica Sewell, Matthew Sewell	Home Care Services Memphis LLC	311 S. Royal Oaks Blvd. Suite 110 A	Franklin	TN	37064	(615) 252-7999	(615) 252-7998	jessica.sewell@brightstarcare.com; matthew.sewell@brightstarcare.com
TX - Amarillo	Heather Kane, Lonny Kane	Higher Expectations, LLC	1901 Medi-Park Drive Suite 1060	Amarillo	TX	79106	(806) 318-5590	(806) 745-9998	heather.kane@brightstarcare.com; lonny.kane@brightstarcare.com
TX - Arlington	Neeraja Sannidhanam	Crest Home Care LLC	1600 Airport Freeway Suite 200	Bedford	TX	76022	(817) 617-7600	(817) 617-8484	neeraja.sannidhanam@brightstarcare.com
TX - Bryan / College Station	Jennifer Lewis	Optima Vitae, LLC	3201 University Drive East Suite 160	Bryan	TX	77802	(979) 431-4848	(979) 431-4846	Jennifer.Lewis@brightstarcare.com
TX - Bunker Hill	Ruth Martinez, Seun Soles	Accentcare Provider, LLC	2990 Richmond Avenue Suite 525	Houston	TX	77098	(713) 393-7520	(832) 218-2730	Ruth.Martinez@brightstarcare.com; Seun.Soles@brightstarcare.com
TX - Central Austin	Jennifer Wong, Patrick Wong	PJW Health Services, LLC	9111 Jollyville Rd. Suite 160	Austin	TX	78759	(512) 452-9800	(512) 452-9801	jennifer.wong@brightstarcare.com; Patrick.wong@brightstarcare.com
TX - Denton	Amuda Venkataraman, Nagraj Venkataraman	N3Vision Healthcare Enterprise, Inc.	1300 Fulton Street Suite 3008	Denton	TX	76201	(940) 432-5555	(940) 432-5550	Amuda.Venkataraman@brightstarcare.com; Nagraj.Venkataraman@brightstarcare.com
TX - Downtown Houston	Ruth Martinez, Seun Soles	Accentcare Provider, LLC	2990 Richmond Avenue Suite 525	Houston	TX	77098	(713) 393-7520	(832) 218-2730	Ruth.Martinez@brightstarcare.com; Seun.Soles@brightstarcare.com
TX - Flower Mound	Helen Muench, James Muench	STAR HILL HEALTHCARE LLC	2651 Sagebrush Drive Ste 100	Flower Mound	TX	75028	(214) 800-5566	(972) 691-8100	helen.muench@brightstarcare.com; james.muench@brightstarcare.com
TX - Frisco-Carrollton	Patrick Acker, Tyler Corder	Local Home Care Partners LLC	6160 Warren Pkwy Suite 100	Frisco	TX	75034	(214) 295-4667	(972) 379-0555	patrick.acker@brightstarcare.com; Tyler.Corder@brightstarcare.com
TX - Grapevine	Helen Muench, James Muench	STAR HILL HEALTHCARE LLC	1452 Hughes Road Suite 200, Office 260	Grapevine	TX	76051	(214) 800-5566	(972) 691-8100	helen.muench@brightstarcare.com; james.muench@brightstarcare.com
TX - Irving / Dallas Metro	Isam Yassin, Rawah Hassan	Nadle Healthcare Services LLC	600 East John Carpenter Freeway Suite 345	Irving	TX	75062	(469) 379-2652	(214) 960-3848	isam.yassin@brightstarcare.com; rawah.hassan@brightstarcare.com
TX - Kingwood / Humble	David S. Howdeshell, Tim H. Nesler	Vibrant Companion & Skilled Home Care, LLC	1621 Lakeville Drive Suite 320	Kingwood	TX	77339	(832) 675-9250	(832) 675-9246	David.Howdeshell@brightstarcare.com; Tim.Nesler@brightstarcare.com
TX - Laredo	Jennifer Wong, Patrick Wong	PW Health Services, LLC	615 Gale Street Building A	Laredo	TX	78041	(956) 712-9988	(956) 791-4888	jennifer.wong@brightstarcare.com; patrick.wong@brightstarcare.com
TX - Lubbock	Heather Kane, Lonny Kane	Higher Expectations, LLC	6701 Aberdeen Avenue Suite 6	Lubbock	TX	79424	(806) 745-9996	(806) 745-9998	lonny.kane@brightstarcare.com
TX - Mansfield-Midlothian & Waxahachie	Melissa Jones, Ty G. Jones	Jones Enterprises 1028, LLC	990 N. Walnut Creek Drive Suite 1002	Mansfield	TX	76063	(817) 225-1449	(817) 345-0455	melissajones1028@gmail.com; tyjones@hotmail.com
TX - Metro San Antonio	Jennifer Wong, Patrick Wong	PJW Health Services, LLC	7710 West Interstate 10	San Antonio	TX	78230	(210) 377-3355	(210) 377-3356	jennifer.wong@brightstarcare.com; Patrick.wong@brightstarcare.com

TX - Missouri City/Lake Jackson	Dwan Denk, Jeremy Denk	Neighbors Complete Care, LLC	7070 Knights Court Unit 101	Missouri City	TX	77459	(346) 899-8500	(346) 899-8503	Dwan.Denk@brightstarcare.com; Jeremy.Denk@brightstarcare.com
TX - North Central San Antonio	Jennifer Wong, Patrick Wong	PJW Health Services, LLC	7710 West Interstate 10	San Antonio	TX	78230	(210) 377-3355	(210) 377-3356	Jennifer.Wong@brightstarcare.com; Patrick.Wong@brightstarcare.com
TX - North Dallas / Far North Dallas	Patrick Acker, Tyler Corder	Local Home Care Partners LLC	1755 North Collins Blvd Suite 105	Richardson	TX	75080	(214) 295-4667	(972) 379-0555	patrick.acker@brightstarcare.com; Tyler.Corder@brightstarcare.com
TX - North Houston and The Woodlands	David Howdeshell, Tim Nesler	Vibrant Home Care, LLC	17002 Gleneagle Drive. S. Suite 250	Conroe	TX	77385	(281) 367-7827	(281) 367-7837	david.howdeshell@brightstarcare.com; tim.nesler@brightstarcare.com
TX - Plano	Patrick Acker, Tyler Corder	Local Home Care Partners LLC	163 Town Place Suite 154	Fairview	TX	75069	(214) 295-4667	(972) 379-0555	patrick.acker@brightstarcare.com; Tyler.Corder@brightstarcare.com
TX - Rio Grande Valley	Jennifer Wong, Patrick Wong	PW Health Services, LLC	2715 Cornerstone Blvd.	Edinburg	TX	78539	(956) 627-2717	(956) 627-2720	Jennifer.Wong@brightstarcare.com; Patrick.Wong@brightstarcare.com
TX - Round Rock/Georgetown	Jennifer Wong, Patrick Wong	PJW Health Services, LLC	9111 Jollyville Rd. Suite 160	Austin	TX	78759	(512) 452-9800	(512) 452-9801	Jennifer.Wong@brightstarcare.com; Patrick.Wong@brightstarcare.com
TX - S. Austin	Jennifer Wong, Patrick Wong	PJW Health Services, LLC	9111 Jollyville Rd. Suite 160	Austin	TX	78759	(512) 452-9800	(512) 452-9801	Jennifer.Wong@brightstarcare.com; Patrick.Wong@brightstarcare.com
TX - SE Houston	Jordan Hicks	First Line Care LLC	1560 W. Bay Area Blvd. Suite 315	Friendswood	TX	77546	(281) 606-4335	(281) 606-4337	Jordan.Hicks@brightstarcare.com
TX - Sherman	Amuda Venkataraman, Nagraj Venkataraman	N3Vision Healthcare Enterprise, Inc.	1300 Fulton Street Suite 300B	Denton	TX	76201	(940) 432-5555	(940) 432-5550	Amuda.Venkataraman@brightstarcare.com; Nagraj.Venkataraman@brightstarcare.com
TX - Southlake & Keller	Helen Muench, James Muench	STAR HILL HEALTHCARE LLC	7720 Rufe Snow Dr Suite 600	North Richland Hills	TX	76148	(214) 800-5566	(972) 691-8100	helen.muench@brightstarcare.com; james.muench@brightstarcare.com
TX - Sugar Land	Scott Yokley, Susan Yokley	SSBL, LLC	101 Southwestern Blvd Suite 250	Sugar Land	TX	77478	(281) 201-3700	(281) 201-3701	scott.yokley@brightstarcare.com; susan.yokley@brightstarcare.com
TX - SW Fort Worth-Burleson	Patrick Acker, Tyler Corder	Local Home Care Partners LLC	6300 Ridglea Place Suite 125	Fort Worth	TX	76116	(817) 310-9856	(817) 377-3424	patrick.acker@brightstarcare.com; Tyler.Corder@brightstarcare.com
TX - SW Metro Houston	Jordan Hicks	First Line Care LLC	1560 W. Bay Area Blvd. Suite 315	Friendswood	TX	77546	(281) 606-4335	(281) 606-4337	Jordan.Hicks@brightstarcare.com
TX - Tyler & Longview	Joshia Mooney, Katherine Mooney	AZALEA COMPANION & SKILLED HOME CARE LLC	110 N. College Ave Ste 1407	Tyler	TX	75702	(903) 273-5115	(903) 273-5116	Joshia.Mooney@brightstarcare.com; Katherine.Mooney@brightstarcare.com
TX - W. Fort Worth-Granbury	Patrick Acker, Tyler Corder	Local Home Care Partners LLC	6300 Ridglea Place Suite 125	Fort Worth	TX	76116	(817) 377-3420	(817) 377-3424	patrick.acker@brightstarcare.com; Tyler.Corder@brightstarcare.com
TX - West Austin/Lake Travis	Jennifer Wong, Patrick Wong	PJW Health Services, LLC	9111 Jollyville Rd. Suite 160	Austin	TX	78759	(512) 452-9800	(512) 452-9801	Jennifer.Wong@brightstarcare.com; Patrick.Wong@brightstarcare.com
TX - West Houston/Katy	Scott Yokley, Susan Yokley	SSBL, LLC	101 Southwestern Blvd Suite 250	Sugar Land	TX	77478	(281) 201-3700	(281) 201-3701	scott.yokley@brightstarcare.com; susan.yokley@brightstarcare.com
UT - Mountainside	Alex Brown, Tammara Brown	Utah Home Health Care, LLC	5320 South 900 East Suite 280	Salt Lake City	UT	84117	(801) 559-3999	(801) 559-3997	Alex.Brown@brightstarcare.com; Tammara.Brown@brightstarcare.com
UT - Provo / Vineyard / Payson	Ashley Wadiak, Cody Wadiak	CWS Care LLC	193 N 290 W	London	UT	84042	(385) 283-5370	(801) 899-2417	Ashley.Wadiak@brightstarcare.com; Cody.Wadiak@brightstarcare.com
UT - Sandy / Draper	Alex Brown, Tammara Brown	Utah Home Health Care, LLC	5320 South 900 East Suite 280	Salt Lake City	UT	84117	(801) 559-3999	(801) 559-3997	Alex.Brown@brightstarcare.com; Tammara.Brown@brightstarcare.com
VA - Alexandria	Kerry Massie, Robert Massie	Lone Jack Holdings, Inc.	1727 King St. Suite 2	Alexandria	VA	22314	(703) 267-2380	(703) 267-2384	kerry.massie@brightstarcare.com; Robert.massie@brightstarcare.com
VA - Arlington	Kerry Massie, Robert Massie	Lone Jack Holdings, Inc.	1727 King St. Suite 2	Alexandria	VA	22314	(703) 267-2380	(703) 267-2384	kerry.massie@brightstarcare.com; Robert.massie@brightstarcare.com
VA - Charlottesville	Chad Hoyt, Chris Thomson, Matthew Johnson	Central Virginia Holdings, Inc.	126 Garrett Street Suite D	Charlottesville	VA	22902	(434) 422-3600	(434) 422-3601	chad.hoyt@brightstarcare.com; chris.thomson@brightstarcare.com; matthew.johnson@brightstarcare.com
VA - Chesapeake	Rick Killingsworth	Legacy Healthcare, LLC	816 Greenbrier Circle Suite 208	Chesapeake	VA	23320	(757) 227-4047	(757) 227-4109	Rick.Killingsworth@brightstarcare.com
VA - E. Richmond	John S. Howell, III, Kenneth Lynch, Margaret Howell	H&L Venture Group, LLC	7443 Lee Davis Road Suite 101	Mechanicsville	VA	23111	(804) 723-1616	(804) 723-1617	John.Howell@brightstarcare.com; Kenneth.Lynch@brightstarcare.com; Margaret.Howell@brightstarcare.com
VA - Fairfax	Kerry Massie, Robert Massie	Lone Jack Holdings, Inc.	10517C Braddock Rd	Fairfax	VA	22032-2236	(703) 267-2380	(703) 267-2384	kerry.massie@brightstarcare.com; Robert.massie@brightstarcare.com
VA - Fredericksburg	Edward Fichtel, Karen Fichtel	Orion Holdings, Inc.	4820 Southpoint Dr. Suite 101	Fredericksburg	VA	22407	(540) 376-3131	(540) 376-3132	edward.fichtel@brightstarcare.com; karen.fichtel@brightstarcare.com
VA - Gainesville	Dan Price	Sweet Virginia Care, LLC	7000 Infantry Ridge Road Suite 200	Manassas	VA	20109	(703) 496-4616	(703) 496-4615	dan.price@brightstarcare.com
VA - Harrisonburg	Dan Price	Sweet Virginia Care, LLC	21035 Sycolin Road Suite 055	Ashburn	VA	20147	(703) 496-4616	(703) 496-4615	dan.price@brightstarcare.com
VA - Leesburg	Dan Price	Sweet Virginia Care, LLC	21035 Sycolin Road Suite 055	Ashburn	VA	20147	(703) 496-4616	(703) 496-4615	dan.price@brightstarcare.com
VA - Lynchburg	Kerry Massie, Robert Massie	Lone Jack Holdings, Inc.	19218 Forest Road	Lynchburg	VA	24502	(434) 300-3220	(434) 300-3221	kerry.massie@brightstarcare.com; Robert.massie@brightstarcare.com
VA - McLean	Kerry Massie, Robert Massie	Lone Jack Holdings, Inc.	10517C Braddock Rd	Fairfax	VA	22032-2236	(703) 267-2380	(703) 267-2384	kerry.massie@brightstarcare.com; Robert.massie@brightstarcare.com
VA - Reston	Kerry Massie, Robert Massie	Lone Jack Holdings, Inc.	10517C Braddock Rd	Fairfax	VA	22032-2236	(703) 267-2380	(703) 267-2384	kerry.massie@brightstarcare.com; Robert.massie@brightstarcare.com
VA - Richmond	Mark Grasser	Ressarg Ventures, LLC	2221 Pump Road	Henrico	VA	23233	(804) 378-8686	(804) 285-0015	mark.grasser@brightstarcare.com
VA - Roanoke	Kerry Massie, Robert Massie	Lone Jack Holdings, Inc.	3243 Electric Road Unit 2A	Roanoke	VA	24018	(540) 566-5888	(540) 566-5887	kerry.massie@brightstarcare.com; Robert.massie@brightstarcare.com
VA - Springfield/Burke	Dan Price	Sweet Virginia Care, LLC	920 Lorton Station Blvd Suite 124	Lorton	VA	22079	(703) 496-4616	(703) 496-4615	dan.price@brightstarcare.com
VA - Virginia Beach	Rick Killingsworth	Legacy Healthcare, LLC	816 Greenbrier Circle Suite 208	Chesapeake	VA	23320	(757) 227-4047	(757) 227-4109	Rick.Killingsworth@brightstarcare.com
VA - Williamsburg	Rick Killingsworth	Legacy Healthcare, LLC	161 A John Jefferson Rd Suite 4	Williamsburg	VA	23185	(757) 206-1167	(757) 208-0639	Rick.Killingsworth@brightstarcare.com
VA - Winchester	Dan Price	Sweet Virginia Care, LLC	113 South Kent Street Suite 101	Winchester	VA	22602	(540) 546-2121		dan.price@brightstarcare.com
VA - Woodbridge	Dan Price	Sweet Virginia Care, LLC	7000 Infantry Ridge Road Suite 200	Manassas	VA	20109			dan.price@brightstarcare.com
WA - Bellevue / Eastside	Steven Cleeland	SRC Homecare, Inc.	1102 8th Street Suite A	Kirkland	WA	98033	(206) 777-1190	(206) 420-3835	Steven.Cleeland@brightstarcare.com
WA - Bellingham / Mount Vernon	Karl Larsen	Faith-Alliance, LLC	2211 Rimland Drive Suite 405	Bellingham	WA	98226	(360) 922-0975	(360) 325-7035	Karl.Larsen@brightstarcare.com
WA - South Puget Sound	Shelly Forest	SForest, Inc.	116 E. Lee Street Suite C	Tumwater	WA	98501	(360) 915-6183	(360) 972-2365	Shelly.Forest@brightstarcare.com
WA - Spokane N.	Joshua A. Porter	PAISLEY MADISON INC	7520 N. Market St. Unit 10	Spokane	WA	99217	(509) 241-8527	(509) 418-5580	joshua.porter@brightstarcare.com
WI - Appleton	Samuel F. Ankrah, Tammi K. Ankrah	Compass of Care LLC	5497 W. Waterford Lane Suite A	Appleton	WI	54913	(920) 201-1200	(920) 201-1201	samuel.ankrah@brightstarcare.com; tammi.ankrah@brightstarcare.com
WI - Greater Waukesha	Alexis Warren, Keith Warren, Paula Smith, Robert S. Gayden	JNMJ, LLC	N27 W 23957 Paul Road Suite 100	Pewaukee	WI	53072	(262) 408-5873	(262) 264-1212	awarren10@gmail.com; kwarren@warrenretina.com; mrspsmith@gmail.com; robert.gayden@brightstarcare.com
WI - Hudson	Sini Ross	Swedehill Lifecare, LLC	2200 Jack Berault Drive	Hudson	WI	54016	(715) 690-3900	(651) 234-0046	sini.ross@brightstarcare.com
WI - Lake Country	Alexis Warren, Keith Warren, Paula Smith, Robert S. Gayden	JNMJ, LLC	N27 W 23957 Paul Road Suite 100	Pewaukee	WI	53072	(262) 408-5873	(262) 200-7027	awarren10@gmail.com; kwarren@warrenretina.com; mrspsmith@gmail.com; robert.gayden@brightstarcare.com
WI - Oshkosh / Fond du Lac	Leonilda "Ilda" Ramirez, William Bodemer	Badger Pura Vida, LLC	2361 Omro Road	Oshkosh	WI	54904	(920) 808-2020	(920) 808-2021	Ilda.Ramirez@brightstarcare.com; William.Bodemer@brightstarcare.com
WI - West Bend	Jeff Jaworski, Katherine Jaworski	Norline Healthcare, Inc.	W227 N16857 Tillie Lake Court	Jackson	WI	53037	(262) 677-9200	(262) 677-9208	Jeff.Jaworski@brightstarcare.com; Kate.Jaworski@brightstarcare.com
WV - Martinsburg	Dan Price	Sweet Virginia Care WV, LLC	630 Winchester Ave. Suite E	Martinsburg	WV	25401	(703) 496-4616		dan.price@brightstarcare.com
WV - The Mid-Ohio Valley	Richard Sheridan	RBS Healthcare, LLC	2200 Grand Central Ave Suite 110	Vienna	WV	26105	(304) 699-3330	(304) 699-3331	richard.sheridan@brightstarcare.com

**AGREEMENT SIGNED; NOT OPEN
AS OF DECEMBER 28, 2025**

Contact Name	Location Address	City	State	Zip	Legal Name	Email
Jesse Ballard	4820 Harwood Road, Suite 110	San Jose	CA	95124	South Valley LLC	jesse.ballard@brightstarcare.com
Nahla Dolle, Samuel Alexander	TBD	Palm Springs	CA	92220	TBD	dollemd@yahoo.com; samalexander1238@gmail
Karen Abe	1327 Post Avenue Suite Unit J	Torrance	CA	90501	RGAC Enterprises, Inc.	karen.abebrightstarcare.com
Parwaiz Khalid, Shanila Khalid	TBD	Sacramento	DE	95670	Angel Heart Healthcare Services LLC	Parwaiz.Khalid@brightstarcare.com; Shanila.Khalid@brightstarcare.com
Yonette Harry	TBD	Powder Springs	GA	30127	The Entrance, LLC	Yonette.Harry@brightstarcare.com
Brittany Booker, Duanesha Booker, Dwayne Booker II	1525 Pennsylvania Avenue	McDonough	GA	30253	Legacy Wellness Group Inc.	brittanybooker8@gmail.com; duanesha_07@yahoo.com; dwaynebooker2@gmail.com
Chirag Patel	833 Campbell Hill Street NW Suite 116	Marietta	GA	30060	Georgia Home Health Service LLC	chris.patel@brightstarcare.com
Richard Fulton	1708 Peachtree Street Suite 201	Atlanta	GA	30309	Fulton Strategic Resources Incorporated	richardfultonjr@outlook.com
Aleisha K. Farrell	TBD	Ottawa	IL	60407	ELEVATED HEALTH LLC	aleisha@arealestategem.com
Ryan Bethay	TBD	Lexington	KY	40356	INVICTUS HEALTHCARE NETWORK PLLC	Ryan.Bethay@brightstarcare.com
Temitope F. Ladapo, Temitope M. Ladapo	35160 E. Michigan Avenue Suite B	Wayne	MI	48184	ABOVE AND BEYOND CARE SOLUTIONS L.L.C.	ttaiwo.tt@gmail.com; tladapo@gmail.com
Brittany Smith, Eric Smith	TBD	Grand Rapids	MI	49301	FOUNTAIN HEALTH GROUP, LLC	Brittany.Smith@brightstarcare.com; Eric.Smith@brightstarcare.com
Heather Logelin	6240 Quinwood Lane	Maple Grove	MN	55369	Northwest Compassionate Care, LLC	Heather.Logelin@brightstarcare.com
Matthew O'Connor, Skyler O'Connor	TBD	Raleigh	NC	27545	AboutHealth, Inc.	Matthew.OConnor@brightstarcare.com; Skyler.OConnor@brightstarcare.com
Susan Beggs	TBD	Columbus	OH	43103	Advanced Home Health Care, Inc.	susan.beggs@brightstarcare.com
Jennifer Ensminger, Mark Ensminger	321 1st Ave. NE Suite 1B	Albany	OR	97321	JEME Ventures, LLC	jennifer.ensminger@brightstarcare.com; mark.ensminger@brightstarcare.com
Alexander Katz, Nicholas Gremminger	336 King of Prussia Road	Radnor Township	PA	19087	Immensus Auxilium LLC	alex.katz@brightstarcare.com; nicholas.gremminger@brightstarcare.com
Michael J. O'Connor	TBD	North Augusta	SC	29841	MJO Enterprises, LLC	Michael.OConnor@brightstarcare.com
Bryan M. Hermann	2807 Gulf Flwy, Ste. A	Houston	TX	77003	BrightStar Care of S. Metro Houston & Hobby	bryan.hermann@brightstarcare.com
Daniel Price	TBD	Charleston	WV	26034	Sweet Virginia Care WV, LLC	dan.price@brightstarcare.com
Daniel Price	TBD	Morgantown	WV	26034	Sweet Virginia Care WV, LLC	dan.price@brightstarcare.com

CLOSINGS / TERMINATIONS
JANUARY 1, 2025 THROUGH DECEMBER 28, 2025

Owner	Legal Entity	Address	City	State	Zip	Phone	# of Agencies Closed
Sean Trumbo*	Highland Healthcare, LLC	1 Oldham Drive	Bella Vista	AR	72714	(479) 464-7800	2
David Giannelli	GW Pineapple Company	5727 Gelston Way	El Dorado Hills	CA	95762	(916) 833-3500	1
Stacie Jeffers & Mike Christensen	Udolie Corp.	16820 Shavano Valley RD	Montrose	CO	81403	(541) 784-8961; (954) 980-4635	1
Jeffrey Loewenthal*	B5H Denver, LLC	14334 East Evans Avenue	Aurora	CO	80014	(303) 300-6666	1
Carmen & Jude Ankrah	Elevated Care LLC	9414 Briscoe Bend Lane	Cypress	TX	77433	832-993-0904	1

*Still operate a BrightStar Agency

FRANCHISEE NON-RENEWALS
JANUARY 1, 2025 THROUGH DECEMBER 28, 2025

Owner	Legal Entity	Address	City	State	Zip	Phone	# of Agencies Closed
Mark Woodsum	Foreside Management Company	16 Cielo Cresta	Mission Viejo	CA	92692	(760)600-6383	4
Brian Silven	BMS Homecare and Staffing, Inc.	66 Box Pond Drive	Bellingham	MA	02019	(508) 846-2455	1

**TRANSFERS TO FRANCHISEE
JANUARY 1, 2024 THROUGH DECEMBER 31, 2024**

Owner	Legal Entity	Address	City	State	Zip	Phone	# of Agencies Transferred	State of Operations
Allyn and Michelle Nock	Nurses Nook, Inc.	1494 E. Loma Ln, Sierra Vista	Sierra Vista	AZ	85650	(520) 991-7350	2	AZ
David & Beth Rudder	2CBO Home Care, LLC	2262 Merrymount Dr.	Suwanee	GA	30024	(770) 649-3933	4	GA
Jim Guzdziol	JRJC, Inc.	25W201 Fairmeadow Lane	Naperville	IL	60563	(630) 886-3111	2	IL
Gary Ratkiewicz	MSM Home Healthcare Solutions, Inc.	16036 W. Coneflower Drive	Lockport	IL	60441	(847) 269-1802	2	IL
Ari & Miki Tiktin	MARicare, Inc.	16 Godwin Drive	Wyckoff	NJ	07481	(703) 856-3077	3	NJ
Jeff Stone	Higher Standard Healthcare, LLC	7302 E 78th St., Tulsa	Tulsa	OK	74133	(918) 695-1795	1	OK
Dave Drauch	Pittsburgh Home Healthcare, Inc.	1609 Saint Andrews Court	Pittsburgh	PA	15237	(412) 965-6364	1	PA
Randy & Kayla Casey	KC Home Care, LLC	Randy: 1012 Tall Pines Dr. Kayla: 4126 Childress St.	Randy: Friendswood Kayla: Houston	Randy: TX Kayla: TX	77005	(281) 723-4251 (281) 979-2542	2	TX
Irina & Kris Davis	Davis Managed Services, Inc.	2312 Beacon Hill Drive	Keller	TX	76248	(817) 729-4835 (817) 648-4172	4	CA
Deepika Mudaliar & Shiva Ravikumar	Crest Home Care LLC	5012 Bryn Mawr Dr.	McKinney	TX	75070	(703) 864-7371 (703) 599-8689	1	TX
Alison Richardson & Jason Bennett	Vanguard Texas Care, LLC	Alison: 3740 Birmington Jason: 11515 Quail Hollow Lane	Alison: The Colony Jason: Houston	TX	75056 77024	(214) 842-9224 (202) 262-6307	1	TX
Mahmood Gohar & Joanne Belanger	JNMJ, LLC	36 N Allen Street, Madison	Madison	WI	53726	(616) 826-6645 (616) 822-5642	2	WI

**SOLD; CANCELLED BEFORE OPEN
JANUARY 1, 2025 THROUGH DECEMBER 28, 2025**

Owner	Legal Entity	Address	City	State	Zip	Phone	# of Agreements Cancelled
Steven Cleeland	SRC Homecare, Inc.	1102 8th Street Suite A	Kirkland	WA	98033	206-777-1190	1

EXHIBIT I

TO BRIGHTSTAR FRANCHISING, LLC'S
FRANCHISE DISCLOSURE DOCUMENT

RELEASE OF CLAIMS

RELEASE OF CLAIMS
THIS FORM IS SUBJECT TO CHANGE OVER TIME

For and in consideration of the agreements and covenants described below, BrightStar Franchising, LLC (“we”, “us” or “our”) and _____ (“you” or “your”) enter into this Release of Claims (“Agreement”).

RECITALS

- A. We and you entered into a BrightStar Franchising, LLC Agency Franchise Agreement dated _____.
- B. [NOTE: Describe the circumstances relating to the release.]
- C. Subject to and as addressed with greater specificity in the terms and conditions identified below, we and you now desire to settle any and all disputes that may exist between them relating to the Franchise Agreement.

AGREEMENTS

1. **Consideration.** [NOTE: Describe the consideration paid.]
- 2-3. [NOTE: Detail other terms and conditions of the release.]
4. **Release of Claims by Franchisor.** In consideration of, and only upon full payment of \$_____ to us, and the other terms and conditions of this Agreement, the receipt and sufficiency of which are hereby acknowledged, we, for ourselves and for each of our affiliated corporations, subsidiaries, divisions, insurers, indemnitors, attorneys, successors, and assigns, together with all of our past and present directors, officers, employees, attorneys, agents, assigns and representatives do hereby release and forever discharge you and each of your heirs, executors, successors, and assigns of and from any and all actions, suits, proceedings, claims (including, but not limited to, claims for attorney’s fees), complaints, judgments, executions, whether liquidated or unliquidated, known or unknown, asserted or unasserted, absolute or contingent, accrued or not accrued, disclosed or undisclosed, related to the Franchise Agreement. This release does not release you from any obligations you may have under this Agreement.
5. **Release of Claims by Franchisee.** In consideration of the other terms and conditions of this Agreement, the receipt and sufficiency of which are hereby acknowledged, you, for yourself and for each of your heirs, executors, administrators, insurers, attorneys, agents, representatives, successors, and assigns, do hereby release and forever discharge us and each of our respective affiliated corporations, subsidiaries, divisions, insurers, indemnitors, attorneys, successors, and assigns, together with all of our past and present directors, officers, employees, attorneys, agents, assigns and representatives in their capacities as such, of and from any and all actions, suits, proceedings, claims (including, but not limited to, claims for attorney’s fees), complaints, charges, judgments, executions, whether liquidated or unliquidated, known or unknown, asserted or unasserted, absolute or contingent, accrued or not accrued, related to the Franchise Agreement.

[The following is additional language for California-based franchisees – remove for all other states]

Each party granting a release acknowledges a familiarity with Section 1542 of the Civil Code of the State of California, which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Each party granting a release and its authorized signatories hereto recognize that he, she, or it may have some claim, demand, or cause of action against the released parties of which he, she, or it is unaware and unsuspecting, and which he, she, or it is giving up by signing this Addendum. Each party granting a release and its authorized signatories hereby waive and relinquish every right or benefit which he, she, or it has under Section 1542 of the Civil Code of the State of California, and any similar statute under any other state or federal law, to the fullest extent that such right or benefit may lawfully be waived.

6. **Reservation of Claims Against Non-Settling Parties.** We and you expressly reserve our and your right and claims against any non-settling persons, firms, corporations, or other entities for whatever portion or percentage their damages are found to be attributable to the wrongful conduct of said non-settling parties.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relative to the subject matter contained in this Agreement, and all prior understandings, representations and agreements made by and between the parties relative to the contents contained in this Agreement are merged into this Agreement.

8. **Voluntary Nature of Agreement.** The parties acknowledge and agree that they have entered into this Agreement voluntarily and without any coercion. The parties further represent that they have had the opportunity to consult with an attorney of their own choice, that they have read the terms of this Agreement, and that they fully understand and voluntarily accept the terms.

9. **Governing Law and Jurisdiction.** This Agreement will be construed and enforced in accordance with the laws of the state of _____.

10. **Attorneys' Fees.** All rights and remedies under this Agreement shall be cumulative and none shall exclude any other right or remedy allowed by law. In the event of a breach of this Agreement that requires one of the parties to enforce the terms and conditions of this Agreement, the non-prevailing party shall pay the prevailing party's attorneys' fees and costs incurred by reason of the breach.

Dated: _____

BRIGHTSTAR FRANCHISING, LLC.

By _____

Its _____

Dated: _____

FRANCHISEE (YOU): _____

By _____

Its _____

EXHIBIT J

**TO BRIGHTSTAR FRANCHISING, LLC'S
FRANCHISE DISCLOSURE DOCUMENT**

MICROSOFT ENTERPRISE PACKAGE ADDENDUM

MICROSOFT ENTERPRISE PACKAGE ADDENDUM TO BRIGHTSTAR FRANCHISING, LLC AGENCY FRANCHISE AGREEMENT

This addendum (the “Addendum”) to the BrightStar Franchising, LLC Agency Franchise Agreement is made and entered into as of _____ (the “Execution Date”) by and between BrightStar Franchising, LLC, an Illinois limited liability company with its principal place of business at 2275 Half Day Road, Suite 210, Bannockburn, IL 60015 (“we,” “us,” or “our”), and **BUSINESS NAME IN FA**, with an address at **CURRENT BUSINESS ADDRESS** (“you” or “your”).

BACKGROUND

A. On _____, 20____, the parties entered into a BrightStar Franchising, LLC Agency Franchise Agreement and subsequent amendments thereto (collectively, the “Franchise Agreement”) pursuant to which you were granted the right to open and operate a BrightStar Care agency in the Protected Territory defined in Exhibit A to the Original Franchise Agreement (the “Agency”).

B. Upon creation of your owner’s BrightStar email accounts(s), you will be setup with an equal number of Microsoft’s Enterprise Office 365 E1 suite seats, which include web and mobile versions of Microsoft Office applications, email (50GB mailbox), and One Drive (1TB of storage) (collectively, the “Microsoft Package”). If you own and operate more than one Agency, your owners will not be required to purchase an additional Microsoft Package for each subsequent Agency. Optional seats for additional users are available upon request.

C. All capitalized terms not defined in this Addendum have the meanings ascribed to them in the Franchise Agreement. To the extent the terms of this Addendum are inconsistent with any terms of the Franchise Agreement, the terms of this Addendum will supersede and govern.

D. The parties wish to amend the terms of the Franchise Agreement pursuant to the terms and conditions of this Addendum.

AGREEMENT

NOW THEREFORE, in consideration of the agreements, covenants and promises contained in this Addendum and the Franchise Agreement, and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation. The “Background” provisions above are incorporated into and made a part of this Addendum by this reference.

2. By execution of this Addendum, you acknowledge and agree beginning the month you are provided the Microsoft Package you will be charged \$14.50 per user per month based on active Microsoft Package users during the prior month. If your account for billing ACH is not established at the time the Microsoft Package is active, you will be retroactively billed as of the Opening Date of the Agency. The \$14.50 per user per month is not prorated. (e.g., whether you are issued a Microsoft Package user account for you or an employee on the 1st of the month or on the 30th of the month you will be charged \$14.50). The monthly fee is set by Microsoft and subject

to change, and as such, you will be billed according to their then-current rate. We will provide a 30-day notice prior to any fee changes. You may elect, upon 30 days' notice to us to terminate your Agency's staff of the Microsoft Package, but your owners' Microsoft Packages must remain active with their BrightStar email accounts.

3. Entire Agreement. The Franchise Agreement and this Addendum constitute the entire, full, and complete agreement between the parties concerning the Agency. In the event of a conflict between the terms of the Franchise Agreement and the terms of this Addendum, the terms of this Addendum shall control. Except as amended hereby, all the other terms and conditions of the Franchise Agreement are ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Addendum the date and year first written above.

**BRIGHTSTAR FRANCHISING, LLC
(WE)**

**FRANCHISEE (YOU):
[[BUSINESS NAME IN FA]]**

By:_____

By:_____

Printed Name:_____

Printed Name:_____

Title:_____

Title:_____

EXHIBIT K-1

**TO BRIGHTSTAR FRANCHISING, LLC'S
FRANCHISE DISCLOSURE DOCUMENT**

MEDIUM DENSITY MARKET ADDENDUM TO FRANCHISE AGREEMENT

**MEDIUM DENSITY MARKET ADDENDUM TO
BRIGHTSTAR FRANCHISING, LLC AGENCY FRANCHISE AGREEMENT**

This addendum (the “Addendum”) to the BrightStar Franchising, LLC Agency Franchise Agreement is made and entered into as of _____ (the “Execution Date”) by and between BrightStar Franchising, LLC, an Illinois limited liability company with its principal place of business at 2275 Half Day Road, Suite 210, Bannockburn, IL 60015 (“we,” “us,” or “our”), and _____ with an address at _____. (“you” or “your”). All capitalized terms not defined in this Addendum have the meanings ascribed to them in the Franchise Agreement (as defined below). This Addendum is effective on the date BrightStar signs below (the “Effective Date”).

BACKGROUND

A. On our about _____, the parties entered into a BrightStar Franchising, LLC Agency Franchise Agreement (the “Primary Franchise Agreement”) pursuant to which you were granted the right and undertook the obligation to open and operate a BRIGHTSTAR® agency (the “Primary Agency”) in the Protected Territory defined therein.

B. Concurrently with the execution of this Addendum, the parties are signing an additional BrightStar Franchising, LLC Agency Franchise Agreement (the “Franchise Agreement”), to which this Addendum is attached, pursuant to which you are being granted the right and undertake the obligation to open and operate a BRIGHTSTAR® agency (the “Agency”) in the Protected Territory defined in Exhibit A.

C. The Franchise Agreement relates to a Medium Density Market, and you agree to comply with the obligations set forth in the Franchise Agreement and this Addendum in connection with the Medium Density Market territory. Franchisees who operate their franchises in a Medium Density Market territory must continue the operation of their Primary Agency in order to retain their franchise rights with respect to their Medium Density Markets.

D. You understand that your right to continue operating the Agency as a Medium Density Market agency, and to retain your franchise rights for the Agency, depend on the continued operation of your Primary Agency (in light of the waivers and incentives described herein and in our Operations Manual upon which the Agency may rely as a result of the Primary Agency’s operation). The termination or expiration of the Primary Franchise Agreement for the Primary Agency will result in the automatic and concurrent termination or expiration of the Agency’s Franchise Agreement, including this Addendum.

E. The parties agree to amend the Franchise Agreement pursuant to the terms and conditions below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual agreements, covenants and promises contained in this Addendum and for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Section 1.5 Performance Standards. Section 1.5 of the Franchise Agreement is deleted in its entirety and will not apply to your Agency or Medium Density Market territory. The following is inserted in its place:

1.5 Your Minimum Start Date (“MSD”) will be the Opening Date (defined as the earlier of the date of your first billing or 150 days after signing this Agreement). You are initially required to obtain whatever licensure may be required to perform Companion and Personal in-home care services in your state. In states where it may take longer than 150 days to obtain the license to perform those services, the Minimum Start Date will be the Monday following the receipt of licensure which enables you to perform Companion and Personal in-home care services. You must diligently and actively pursue all licenses to enable you to perform the fullest extent of the BrightStar business model. You will be billed within 28 days of the end of each week for royalties.

2. Office/Salesperson requirement(s). You acknowledge and agree that the office and salesperson requirements under the Franchise Agreement are contractual obligations; however, we will waive these two requirements under the following conditions:

- i. You must grow the “Baseline Net Billings” in the Protected Territory by \$5,000/week within 12 months from the Opening Date.
 - a. For purposes of this Amendment, “Baseline Net Billings” is defined as the Net Billings from services within the Protected Territory as of the Opening Date. i.e., if Net Billings upon opening in the Protected Territory is \$10,000/week, \$10,000 is the Baseline Net Billings which you must increase to \$15,000/week by the end of the first 12 months from the Opening Date in order to qualify for the next year Office waiver and the next year waiver for a dedicated salesperson. Likewise, if you are not doing any business or do not have any Net Billings in the zip codes of the Protected Territory as of the Opening Date, your Baseline Net Billings will be \$0/week, and \$0 is the Baseline Net Billings which you must increase to \$5,000/week by the end of the first 12 months from the Opening Date to qualify for the next year Office waiver and the next year waiver for a dedicated salesperson.
 - b. You must achieve a \$5,000/week increase year over year to qualify for the Office and dedicated salesperson waivers until you achieve \$20,000/week.
- ii. Once you achieve \$20,000/week in Net Billings, you must maintain weekly Net Billings of \$20,000/week or greater in the Protected Territory in order to keep the annual Office and dedicated salesperson waivers.

If you fail to satisfy any one or more of the requirements noted above, then upon notification from us, you must (a) secure an approved office in the Protected Territory within 90 days following the notification, (b) hire a full-time salesperson within 90 days following the notification, and (c) have the full-time salesperson trained in Bannockburn, IL or other location within Lake County, IL as we determine within 120 days after the date of hire. Your compliance with the conditions in clauses (a) through (c) does not affect what will be the automatic and immediate termination of the Franchise Agreement and this Addendum upon the termination or expiration of the Primary Franchise Agreement for the Primary Agency.

3. Section 2.2 Renewal Terms. Section 2.2 of the Franchise Agreement is deleted in its entirety and will not apply to your Agency or Medium Density Market territory. The following is inserted in its place:

2.2 Renewal Terms

(a) You may, at your option, renew the franchise for the Franchised Business for an additional term of five (5) years upon the expiration of the Initial Term provided that:

(i) you are not in default under this Agreement or any other agreement with us or our affiliates at any time during the last six (6) months of the Initial Term;

(ii) you have been in substantial compliance with this Agreement and any other agreement with us, our affiliates, and designated suppliers throughout the Initial Term; and

(iii) you have fulfilled all your monetary obligations towards us, our affiliates and designated suppliers.

You have the right to exercise your option to renew only by giving us written notice of your election to renew not less than six (6) months, nor more than one (1) year, before expiration of the Initial Term.

As a condition of any renewal, you must:

(1) sign our then-current form of franchise agreement for renewal franchises, which may include terms and conditions materially different from those in this Agreement, such as different fee structures and/or increased fees;

(2) if available, execute a new lease for a minimum of one year with an option to renew for two additional one year terms for the Agency premises;

(3) execute a general release in a form satisfactory to us of any and all claims against us, our parent, subsidiaries, and affiliates, and our and their officers, directors, attorneys, owners and employees;

(4) complete any new training requirements not yet completed; and

(5) at your sole expense and if necessary in our sole opinion, bring the Agency up to our then-current standards for an Agency, including installation or upgrade of computer hardware and software and the ABS.

(b) If we choose to grant you a first five (5) year renewal franchise term as provided above, you will have the right to acquire a second and third (which will be the final) renewal franchise to continue operating the Franchised Business as a BrightStar Care Agency, the term of each of which will commence immediately upon the expiration of the immediately-preceding renewal franchise term and expire five (5) years from that date, but only if you have complied as of the end of the immediately-preceding renewal franchise term with the same conditions for a renewal franchise grant as those described in this Section 2.2 with respect to the first renewal franchise grant. Otherwise, you will have no right to acquire a second or third (which will be the final), as applicable, renewal franchise term.

You have no right to acquire a second or third renewal franchise if these conditions are not satisfied. The then-current form of franchise agreement that you will sign for the second or third renewal franchise may include terms and conditions materially different from those in the franchise agreement you sign for the immediately-preceding renewal franchise, such as different fee structures and/or increased fees. The franchise agreement for the third (and final) renewal franchise will be modified to reflect that no further renewal franchises will be granted.]

4. Termination. You agree and acknowledge that this Medium Density Territory is related to and dependent upon the continued operation of your Primary Agency. Accordingly, termination or expiration of your Primary Franchise Agreement will result in the automatic and immediate termination of the Franchise Agreement and this Addendum.

5. Voluntary Nature of Addendum. You acknowledge and agree that it has entered into this Addendum freely and without any coercion.

6. Entire Agreement. The Franchise Agreement and this Addendum constitute the entire, full, and complete agreement between the parties concerning the Agency and Medium Density Market territory. In the event of a conflict between the terms of the Franchise Agreement and the terms of this Addendum, the terms of this Addendum shall control. Except as amended hereby, all the other terms and conditions of the Franchise Agreement are ratified and confirmed.

7. Counterparts. This Addendum may be executed in more than one counterpart, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Addendum the date and year first written above.

BRIGHTSTAR FRANCHISING, LLC (WE)

By:_____

Printed Name:_____

Title: _____

Effective Date:_____

FRANCHISEE (YOU):

By:_____

Printed Name:_____

Title:_____

Date:_____

EXHIBIT K-2

**TO BRIGHTSTAR FRANCHISING, LLC'S
FRANCHISE DISCLOSURE DOCUMENT**

SMALL TERRITORY ADDENDUM TO FRANCHISE AGREEMENT

SMALL TERRITORY ADDENDUM TO
BRIGHTSTAR FRANCHISING, LLC AGENCY FRANCHISE AGREEMENT

This addendum (the “Addendum”) to the BrightStar Franchising, LLC Agency Franchise Agreement is made and entered into as of _____ (the “Execution Date”) by and between BrightStar Franchising, LLC, an Illinois limited liability company with its principal place of business at 2275 Half Day Road, Suite 210, Bannockburn, IL 60015 (“we,” “us,” or “our”), and _____ with an address at _____. (“you” or “your”). All capitalized terms not defined in this Addendum have the meanings ascribed to them in the Franchise Agreement (as defined below). This Addendum is effective on the date BrightStar signs below (the “Effective Date”).

BACKGROUND

F. Concurrently with the execution of this Addendum, the parties are signing a BrightStar Franchising, LLC Agency Franchise Agreement (the “Franchise Agreement”), to which this Addendum is attached, pursuant to which you are being granted the right and undertake the obligation to open and operate a BRIGHTSTAR® agency (the “Agency”) in the Protected Territory defined in Exhibit A.

G. The Franchise Agreement relates to a “Small” Territory, and you agree to comply with the obligations set forth in the Franchise Agreement and this Addendum in connection with the Protected Territory.

H. The parties agree to amend the Franchise Agreement pursuant to the terms and conditions below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual agreements, covenants and promises contained in this Addendum and for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Section 1.5 Performance Standards. Section 1.5 of the Franchise Agreement is amended to read as follows:

Beginning the first twelve (12) months of operations after the Minimum Start Date, your monthly performance must meet or exceed the following “Monthly Performance Standards.” Your Minimum Start Date (“MSD”) will be the Opening Date (defined as the earlier of the date of your first billing or 150 days after signing this Agreement). You are initially required to obtain whatever licensure may be required to perform Companion and Personal in-home care services in your state. In states where it may take longer than 150 days to obtain the license to perform those services, the Minimum Start Date will be the Monday following the receipt of licensure which enables you to perform Companion and Personal in-home care services. You must diligently and actively pursue all licenses to enable you to perform the fullest extent of the BrightStar business model. If you acquired the

Agency as a result of a transfer, the Minimum Start Date will be the effective date of the transfer.

MSD ANNIVERSARY YEAR	MONTHLY PERFORMANCE STANDARDS (*based on a 4-week month) (i.e., minimum Net Billings)
Years 1 & 2	No Minimum
Each of Years 3 & 4	\$40,000*
Each of Years 5 - 7	\$60,000*
Each of Years 8 -10	\$80,000*
♦Each of Years 11 and beyond	\$80,000*

* Monthly Performance Standards for five-week months will be \$50,000 in years 3 & 4, \$60,000 in years 5 through 7, and \$100,000 in years 8 through 10. Weekly periods are Monday through Sunday. Net Billings from business within and (if authorized) outside your Protected Territory will count towards the Monthly Performance Standards.

♦ Years 11 and beyond represent what the Monthly Performance Standards will be each year upon renewal of the franchise after the Initial Term. Monthly Performance Standards for five-week months during each renewal term will be \$100,000. Weekly periods are Monday through Sunday. Net Billings from business within and (if authorized) outside your Protected Territory will count towards the Monthly Performance Standards.

Sections 1.51, 1.5.2, and 1.5.3 of the Franchise Agreement remain as originally written.

2. Personnel Requirements. Notwithstanding anything else provided in the Franchise Agreement, we acknowledge and agree that your Control Person is permitted, but not obligated, to hold two of the three (but not all three) key positions for which you are required to hire and designate personnel: (a) Branch Manager; (b) Salesperson; and/or (c) Director of Nursing.

3. Section 2.2 Renewal Terms. Section 2.2 of the Franchise Agreement is amended to read as follows:

2.2 [Renewal Terms

(a) You may, at your option, renew the franchise for the Franchised Business for an additional term of five (5) years upon the expiration of the Initial Term provided that:

(i) Your Agency has met or exceeded \$6,000,000 in Net Billings during the 10-year Initial Term (the “Ten-Year Performance Standard”). The Ten-Year Performance Standard means that you can meet the Ten-year Performance Standard even if you fail to meet the Monthly

Performance Standard for any one or more periods during Years 3 through 9 during the Initial Term);

(ii) during the final three months of Year 10 of the Initial Term, the Agency's average weekly Net Billings must meet or exceed \$15,000 in Net Billings;

(iii) you are not in default under this Agreement or any other agreement with us or our affiliates at any time during the last six (6) months of the Initial Term;

(iv) you have been in substantial compliance with this Agreement and any other agreement with us, our affiliates, and designated suppliers throughout the Initial Term; and

(v) you have fulfilled all your monetary obligations towards us, our affiliates and designated suppliers.

You have the right to exercise your option to renew only by giving us written notice of your election to renew not less than six (6) months, nor more than one (1) year, before expiration of the Initial Term. If you do not give us written notice of your election to renew in strict compliance with this deadline, you agree that we have no obligation to renew your franchise, whether or not we had, or chose to exercise, the right to terminate this Agreement during the Initial Term and regardless of your having satisfied the other renewal conditions specified in this Section 2.2.

As a condition of any renewal, you must:

(1) sign our then-current form of franchise agreement for renewal franchises, which may include terms and conditions materially different from those in this Agreement, such as different performance standards, different fee structures, and/or increased fees;

(2) if available, execute a new lease for a minimum of one year with an option to renew for two additional one-year terms for the Agency premises;

(3) execute a general release in a form satisfactory to us of any and all claims against us, our parent, subsidiaries, and affiliates, and our and their officers, directors, attorneys, owners and employees;

(4) complete any new training requirements not yet completed;

(5) Pay us a renewal fee in an amount equal to five thousand dollars (\$5,000); and

(6) at your sole expense and if necessary in our sole opinion, bring the Agency up to our then-current standards for an Agency, including installation or upgrade of computer hardware and software and the ABS.

(b) If we choose to grant you a first five (5) year renewal franchise term as provided above, you will have the right to acquire a second and third (which will be the final) renewal franchise to continue operating the Franchised Business as a BrightStar Care Agency, the term of each of which will commence immediately upon the expiration of the immediately-preceding renewal franchise term and expire five (5) years from that date, but only if you have complied as of the end of the immediately-preceding renewal franchise term with the same conditions for a renewal franchise grant as those described in this Section 2.2 with respect to the first renewal franchise grant. Otherwise, you will have no right to acquire a second or third (which will be the final), as applicable, renewal franchise term.

Notwithstanding the above, however, the Five-Year Performance Standard you must meet or exceed during the first or second renewal franchise term, as applicable, in order to have the right to a second or third subsequent renewal franchise term, as applicable, will be, respectively, \$3,900,000 in Net Billings, and you must maintain or exceed \$15,000 of Net Billings per week during the final year of each of the first and second renewal franchise terms.

You have no right to acquire a second or third renewal franchise if these conditions are not satisfied. The then-current form of franchise agreement that you will sign for the second or third renewal franchise may include terms and conditions materially different from those in the franchise agreement you sign for the immediately-preceding renewal franchise, such as different fee structures and/or increased fees. The franchise agreement for the third (and final) renewal franchise will be modified to reflect that no further renewal franchises will be granted.]

4. Termination. Termination or expiration of your Franchise Agreement will result in the automatic and immediate termination of this Addendum.

5. Voluntary Nature of Addendum. You acknowledge and agree that you have entered into this Addendum freely and without any coercion.

6. Entire Agreement. The Franchise Agreement and this Addendum constitute the entire, full, and complete agreement between the parties concerning the Agency. In the event of a conflict between the terms of the Franchise Agreement and the terms of this Addendum, the terms of this Addendum shall control. Except as amended hereby, all the other terms and conditions of the Franchise Agreement are ratified and confirmed.

7. Counterparts. This Addendum may be executed in more than one counterpart, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Addendum the date and year first written above.

BRIGHTSTAR FRANCHISING, LLC (WE)

By: _____
Printed Name: _____

Title: _____

Effective Date: _____

FRANCHISEE (YOU):

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT L

**TO BRIGHTSTAR FRANCHISING, LLC'S
FRANCHISE DISCLOSURE DOCUMENT**

EXPANSION OPTION AGREEMENT

EXPANSION OPTION AGREEMENT

This Expansion Option Agreement (this “Agreement”) is made and entered into as of _____ (the “Effective Date”), between BrightStar Franchising, LLC, an Illinois limited liability company, with an address of 2275 Half Day Road, Suite 210, Bannockburn, Illinois 60015 (“BrightStar”) and _____ whose principal address is _____ (“you,” “your” or “Franchisee”).

1. Introduction

On _____, you and BrightStar entered into a BrightStar Franchising, LLC Agency Franchise Agreement (the “Franchise Agreement”) for the right to establish and operate a BrightStar Agency in _____ Territory (the “Agency”). All capitalized terms not defined in this Agreement have the respective meanings set forth in the Franchise Agreement. You desire, and BrightStar is willing to grant (subject to the terms and conditions of this Agreement), the right to open and operate an additional BrightStar Agency in the territory designated in Schedule A hereto (the “Expansion Territory”).

2. Grant of Expansion Option

Subject to the terms and conditions of this Agreement and the Franchise Agreement, BrightStar grants to you, and you accept, an option to acquire from BrightStar the right to open and operate an additional BrightStar Care Agency in the Expansion Territory. In consideration of your payment of the Expansion Option Fee (defined below), BrightStar agrees that it will not offer or sell the right to open and operate a BrightStar Care Agency in the Expansion Territory to any third party during the Option Period (defined below) of this Agreement.

3. Expansion Option Fee

In consideration for BrightStar granting the expansion option under this Agreement, you agree to pay BrightStar a fee equal to Ten Thousand Dollars (\$10,000) (the “Expansion Option Fee”). This sum will be due in full when you sign this Agreement and will be considered fully earned by BrightStar when paid, in consideration of BrightStar granting you the expansion option. The Expansion Option Fee is not refundable in whole or in part under any circumstance, including if the expansion option granted to you under this Agreement lapses. However, if you exercise your option and enter into a BrightStar Franchising, LLC Agency franchise agreement for the Expansion Territory during the Option Period, then BrightStar will credit the Expansion Option Fee you paid BrightStar toward the Initial Franchise Fee payable under the BrightStar Franchising, LLC Agency franchise agreement for the Expansion Territory. If you do not execute a BrightStar Franchising, LLC Agency franchise agreement for the Expansion Territory during the Option Period, then the expansion option granted to you under this Agreement will lapse and you will no longer have the option to acquire from BrightStar the right to open and operate an additional BrightStar Care Agency in the Expansion Territory.

4. Option Period

You may exercise the expansion option granted under this Agreement only within one (1) year following the opening of the Agency (the “Option Period”), or within one year of signing this Agreement (if you are an existing franchisee). BrightStar may, in its sole discretion, extend the Option Period if it determines that you are making sufficient progress toward the requirements you must satisfy in order to exercise your expansion option.

5. Expansion Territory

The Expansion Territory under this Agreement includes the geographic area described on Exhibit A to this Agreement.

6. Rights and Obligations During the Option Period

During the Option Period, you have the non-exclusive right to market and service clients located in the Expansion Territory pursuant to the terms of the Franchise Agreement. All income or revenue you generate in the Expansion Territory will be treated as Net Billings, as that term is defined in the Franchise Agreement, and will be subject to the same conditions and obligations set forth in the Franchise Agreement, including but not limited to, all Royalty/Continuing Fee obligations. However, except for income or revenue you generate from servicing National Account clients located in the Expansion Territory, no income or revenue you generate in the Expansion Territory will count toward your Monthly Performance Standards or any other Net Billings thresholds under the Franchise Agreement. You acknowledge and agree that BrightStar Agencies operated by us, our affiliates, or our franchisees also have the right to market and service clients located in the Expansion Territory during the Option Period.

7. Exercise of Option

The expansion option granted under this Agreement must be exercised in the following manner:

(a) Before expiration of the Option Period and provided that you are in compliance with the requirements of Section 8 below, you must give BrightStar written notice of your intent to exercise the expansion option granted under this Agreement and provide BrightStar all documents and information required by its then-current expansion policy requirements. You must also request from BrightStar a copy of its then-current Franchise Disclosure Document (the “Disclosure Document”), including the then-current BrightStar Franchising, LLC Agency franchise agreement. You must immediately acknowledge your receipt by executing the Receipt in the Disclosure Document and return it to BrightStar.

(b) Not less than 14 days and not more than 30 days following your receipt of the Disclosure Document, you must execute the then-current BrightStar Franchising, LLC Agency franchise agreement for the Expansion Territory (which may contain materially different terms and conditions from the Franchise Agreement) and pay the Initial Franchise Fee (less the Expansion Option Fee) due under the franchise agreement for the Expansion Territory.

(c) If you fail to perform any of the acts or fail to deliver any of the notices required by subsections (a) or (b) of this Section in a timely fashion, your failure will be considered your election not to exercise your option rights under this Agreement, and will cause your option rights to lapse and expire without further notice or action by BrightStar, and you will no longer have the option to acquire from BrightStar the right to open and operate an additional BrightStar Care Agency in the Expansion Territory, in which case you will forfeit the Expansion Option Fee you paid to BrightStar under this Agreement.

(d) If you exercise your option right in the form and manner described in this Agreement, and you satisfy in all respects all of the conditions contained in Section 8 of this Agreement, BrightStar will countersign the franchise agreement for the Expansion Territory.

(e) When you sign the BrightStar Franchising, LLC Agency franchise agreement for the Expansion Territory, the terms, conditions, requirements and duties imposed by the franchise agreement for the Expansion Territory will govern and preempt this Agreement.

8. Conditions

Your right to exercise the expansion option granted under this Agreement and enter into a BrightStar Franchising, LLC Agency franchise agreement for the Expansion Territory is conditioned upon your having fulfilled all of the following conditions:

(a) You demonstrate to BrightStar's written satisfaction that you have satisfied all of BrightStar's then-current expansion policy requirements to open and operate an additional BrightStar Care Agency in the Expansion Territory, which may include, without limitation, minimum Net Billings that your Agency must achieve and a minimum amount of liquidity for you and/or your affiliates;

(b) At the time of your exercise of the expansion option, you must have fully performed and otherwise be in compliance with all your obligations under the Franchise Agreement between you (or your affiliates) and BrightStar and under all other agreements which may then be in effect between BrightStar (or its parent, or the affiliates, subsidiaries and designees of both entities) and you (or your affiliates);

(c) You must not be in default of any provision of the Franchise Agreement, and any amendments or replacement of the Franchise Agreement, or any other agreement with BrightStar (or its parent, or the affiliates, subsidiaries and designees of either entity) and you must have substantially complied with all of the terms and conditions of such agreements during their terms;

(d) You must have satisfied all monetary obligations owed by you to BrightStar (and its parent, and the subsidiaries, affiliates and designees of both entities) and timely met those obligations throughout the term of the Franchise Agreement; and

(e) The Franchise Agreement must be in full force and effect and not expired or terminated for any reason.

9. No Franchise Conveyed

You will not be deemed for any purposes to be a franchisee of BrightStar's with respect to the option to acquire from BrightStar the right to open and operate an additional BrightStar Care Agency in the Expansion Territory under this Agreement until such time as you have exercised the option granted under this Agreement in the manner provided for in this Agreement and you and BrightStar have signed a BrightStar Franchising, LLC Agency franchise agreement for the Expansion.

10. No Assignment

This Agreement and the expansion option rights it grants are not assignable under any circumstances. Any attempted assignment of this Agreement and the expansion option rights, directly or indirectly by any means, will be void and of no effect and will cause the automatic and immediate termination of this Agreement without further notice from or action by BrightStar. Upon such an automatic and immediate termination of this Agreement, you will no longer have the option to acquire from BrightStar the right to open and operate an additional BrightStar Care Agency in the Expansion Territory. The Expansion Option Fee is not refundable under any circumstances.

11. Waiver and Delay

No waiver or delay in either party's enforcement of any breach of any term, covenant or condition of this Agreement will be construed as a waiver by that party of any preceding or succeeding

breach, or any other term, covenant or condition of this Agreement. Without limiting any of the foregoing, the acceptance of any payment specified to be paid by you under this Agreement will not be, nor be construed to be, a waiver of any breach of any term, covenant or condition of this Agreement.

12. Integration of Agreement

This Agreement and all ancillary agreements executed contemporaneously with this Agreement constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede any and all prior negotiations, understandings, representations and agreements; provided, however, that nothing in this sentence is intended to disclaim the representations BrightStar made in the FDD that BrightStar provided to you. You acknowledge that you are entering into this Agreement, and all ancillary agreements executed contemporaneously with this Agreement, as a result of your own independent investigation of the business opportunity and not as a result of any representations about BrightStar made by its shareholders, officers, directors, employees, agents, representatives, independent contractors or franchisees which are contrary to the terms set forth in this Agreement or of any Disclosure Document, prospectus, disclosure document or other similar document required or permitted to be given to you pursuant to applicable law.

This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties. You expressly acknowledge that no oral promises or declarations were made to you and that its obligations are confined exclusively to the terms in this Agreement. You understand and assume the business risks inherent in this enterprise.

13. Notices

Any notice required or permitted to be given under this Agreement must be provided in accordance with Section 20 of the Franchise Agreement.

14. Miscellaneous

A. Construction and Interpretation:

(1) This Agreement or any other agreement between you (or your owners) and BrightStar (or its affiliates), BrightStar's relationship with you, the validity of this Agreement or any other agreement between you (or your owners) and BrightStar (or its affiliates) will be governed by the laws of the State of Illinois, without regard to its conflict of laws rules, except that any Illinois law regulating the offer or sale of franchises, business opportunities, or similar interests, or governing the relationship between a franchisor and a franchisee or any similar relationship, will not apply unless its jurisdictional requirements are met independently without reference to this Section.

(2) All claims or disputes between you and BrightStar or any of your and BrightStar's respective affiliates, owners, officers, directors, employees, agents or representatives arising under, out of, in connection with, or in relation to this Agreement, the parties' relationship, the Agency, or any of the parties' respective rights and obligations arising out of this Agreement must be resolved in accordance with the dispute resolution provisions set forth in Sections 14 and 21 of the Franchise Agreement.

(3) The titles and subtitles of the various sections and paragraphs of this Agreement are inserted for convenience and will not be deemed to affect the meaning or construction of any of the terms, provisions, covenants and conditions of this Agreement.

(4) The language of this Agreement will in all cases be construed simply according to its fair and plain meaning and not strictly for or against BrightStar or you.

(5) It is agreed that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision will have the meaning which renders it valid.

B. Severability:

Nothing contained in this Agreement may be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation required to be made applicable to this Agreement, the latter will prevail, but the affected provision of this Agreement will be curtailed and limited only to the extent necessary to bring it within the requirement of the law. If any article, section, sentence or clause of this Agreement is held to be indefinite, invalid or otherwise unenforceable, the entire Agreement will not fail for this reason, and the balance of the Agreement will continue in full force and effect. If any court of competent jurisdiction deems any provision of this Agreement (other than for the payment of money) so unreasonable as to be unenforceable as a matter of law, the court may declare a reasonable modification of this Agreement and this Agreement will be valid and enforceable, and the parties agree to be bound by and perform this Agreement as so modified.

C. Counterparts:

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument.

15. Attorneys' Fees

The prevailing party in any legal proceeding to enforce the terms of this Agreement is entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

16. Electronic Signatures.

The counterparts of this Agreement and all ancillary documents executed or delivered in connection with this Agreement may be executed and signed by electronic signature by any of the parties to this Agreement, and delivered by electronic or digital communications to any other party to this Agreement, and the receiving party may rely on the receipt of such document so executed and delivered by electronic or digital communications signed by electronic signature as if the original has been received. For the purposes of this Agreement, electronic signature means, without limitation, an electronic act or acknowledgement (e.g., clicking an "I Accept" or similar button), sound, symbol (digitized signature block), or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

17. Due Authorization.

The person or persons executing this Addendum on behalf of us and you each, respectively, certify and warrant that they are duly authorized to execute this Addendum and that this Addendum is a valid, binding and enforceable agreement on such party.

18. Submission of Agreement

The submission of this Agreement does not constitute an offer and this Agreement will become effective only upon the execution of this Agreement by you and BrightStar.

[Signatures on following page]

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

FRANCHISOR (BRIGHSTAR):
BRIGHTSTAR FRANCHISING, LLC

By: _____
Name: _____
Title: _____

FRANCHISEE (YOU):

By: _____
Name: _____
Title: _____

FRANCHISEE (YOU):

By: _____
Name: _____
Title: _____

FRANCHISEE (YOU):

By: _____
Name: _____
Title: _____

FRANCHISEE (YOU):

By: _____
Name: _____
Title: _____

SCHEDULE A
EXPANSION TERRITORY

The Expansion Territory granted to you in Section 1 of the Agreement will consist of the following Zip Codes:

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	April 1, 2026 (Exempt)
Illinois	April 1, 2026 (Exempt)
Indiana	April 1, 2026 (Exempt)
Maryland	Pending (Exempt)
Michigan	April 1, 2026
Minnesota	Pending
New York	April 1, 2026 (Exempt)
North Dakota	Pending (Exempt)
Rhode Island	Pending (Exempt)
South Dakota	April 1, 2026
Virginia	Pending (Exempt)
Washington	Pending (Exempt)
Wisconsin	April 1, 2026

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

EXHIBIT M

TO BRIGHTSTAR FRANCHISING, LLC'S
FRANCHISE DISCLOSURE DOCUMENT

RECEIPTS

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If BrightStar Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you 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.

Michigan requires that BrightStar Franchising, LLC gives you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If BrightStar Franchising, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

The franchisor is BrightStar Franchising, LLC, located at 2275 Half Day Road, Suite 210, Bannockburn, IL 60015. Its telephone number is (877) 689-6898.

Issuance Date: April 1, 2026

The name, principal business address, and telephone number of each franchise seller offering the franchise:

The BrightStar Franchising, LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I have received the April 1, 2026 Franchise Disclosure Document. This Disclosure Document included the following Exhibits: A – List of Administrators and Agents for Service of Process; B – Franchise Agreement (Including Appendices and Addenda); C – Table of Contents for Operations Manual; D – State Addenda; E – Supplemental Discussion on Special Industry Laws; F – Financial Statements; G – Microsoft Dynamics GP Software Agreement to be Bound; H – List of Franchisees; I -- Release of Claims; J -- Microsoft Enterprise Package Addendum; K-1 – Medium Density Market Addendum; K-2 – Small Territory Addendum; L – Expansion Option Agreement; M – Receipts.

Date: _____

Signed: _____

Print Name: _____

Address: _____

City: _____ State _____

Phone () _____ Zip _____

Date: _____

Signed: _____

Print Name: _____

Address: _____

City: _____ State _____

Phone () _____ Zip _____

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If BrightStar Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you 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.

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Date: _____

Signed: _____

Print Name: _____

Address: _____

City: _____ State _____

Phone () _____ Zip _____

Date: _____

Signed: _____

Print Name: _____

Address: _____

City: _____ State _____

Phone () _____ Zip _____