

**FRANCHISE DISCLOSURE DOCUMENT
LIGHTBRIDGE FRANCHISE COMPANY,
LLC**

A New Jersey Limited Liability Company
116 Grand Street, 2nd Floor
Iselin, NJ 08830
(732) 980-1900
info@LightbridgeAcademy.com
www.LightbridgeAcademy.com



As a franchisee, you will operate a Lightbridge Academy Center offering early learning programs for infants (6 weeks and up), toddlers, pre-school and kindergarten age children, with summer camps for school age children.

The total investment necessary to begin the operation of a Lightbridge Academy Center ranges from \$1,067,233- \$3,120,400 for a leased Center and \$2,624,400-\$4,885,000 for a purchased Center. This includes \$~~1,213,334~~,000-\$~~1,224,590~~,0900 that must be paid to the franchisor or its affiliate.

We also offer to certain qualified individuals the right to develop multiple Lightbridge Academy Centers under a Multi-Unit Operator Agreement. The total investment for the first location under a Multi-Unit Operator Agreement for up to five Centers is between \$1,132,233-\$3,235,400 for a leased Center and between \$2,689,400 - \$5,000,000 for a purchased Center. This includes between \$~~1,863,996~~,000-\$~~2,375,774~~,0900 that must be paid to the franchisor and/or its affiliate.

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 formats, contact Lightbridge Franchise Company, LLC: Attn: Franchise Department at 116 Grand Street, 2nd Floor, Iselin, NJ 08830, (732) 980-1900.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Special Risks to Consider About *This* Franchise

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

~~4.~~ 1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by litigation only in the then-current county and state where our corporate headquarters is located (currently, Middlesex County, New Jersey). Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate and/or litigate with the franchisor in the then-current county and state where our corporate headquarters is located than in your own state.

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

~~3.~~ 3. **Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

4. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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

6. **Mandatory Minimum Payments.** You must make minimum royalty or advertising, and other payments, regardless of your sales levels. Your inability

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

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) 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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, the franchisor shall, at the request of the franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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:

-State of Michigan Consumer Protection Division

Attn: Franchise
670 G. Mennen Williams Building
525 W. Ottawa Street

Your Lightbridge Academy Center will offer early learning programs for infants (6 weeks and up), toddlers, pre-school and kindergarten age children, as well as summer camps for school age children, before care, after care and back-up care. A typical Lightbridge Academy Center will be approximately 8,000 to 11,600 square feet and accommodate approximately 140-200 children. Your state or local jurisdiction will make a final determination of your Lightbridge Academy Center's enrollment capacity. The Lightbridge Academy Center must be operated by you, a full time Director, and a full time Assistant Director that has been trained by us. The Director will be responsible for overseeing the day-to-day aspects of your Lightbridge Academy Center.

The form of Franchise Agreement we currently offer is attached as Exhibit C to this Disclosure Document ("Franchise Agreement"). The Franchise Agreement grants you the right to use the Lightbridge Academy System and Proprietary Marks.

Multi-Unit Operator Agreement

We offer a Multi-Unit Operator Agreement for the development of five Lightbridge Academy Centers with a defined development area, subject to Center Performance Obligations. Our form of Multi-Unit Operator Agreement is attached as Exhibit D to this Disclosure Document. You will be required to open each Franchised Business in accordance with a development schedule. The Franchise Agreement for each Franchised Business developed under the Multi-Unit Operator Agreement will be the form of Franchise Agreement being offered by us generally at the time each Franchise Agreement is executed, which may contain materially different terms than the current form of Franchise Agreement, except the royalty fees and brand development fees payable to the Company will not exceed the fees in the Franchise Agreement for the first Franchised Business developed thereunder. Area Developers have to sign the included Franchise Agreement for the first outlet, and a subsequent Franchise Agreement, in its then-current form, upon signing the LOI for its future locations. Initial training fees will also be reduced. Upon the opening of your third Center you will be required to hire a Regional Manager to assist with the management of your Centers.

Market and Competition

The market for childcare services is highly developed and competitive. Your Lightbridge Academy Center will compete with other businesses performing similar services, including public and private programs, independently owned day care centers (or similar businesses), regional and national chains and franchises offering similar services for children, which may operate more locations and may have greater financial and marketing resources. You will be required to operate the Center year-round and the business is not seasonal.

Applicable Industry-Specific Laws and Regulations

Your business will be subject to various federal, state and local laws and regulations, which are specific to child safety, which may include licensing and registration requirements, personnel screening obligations involving background checks and criminal records checks; personnel credentials, age restrictions and training requirements; obligations to report evidence of child abuse

\$20,000 to \$25,000 plus travel expense	Upon enrolling in Virtual or In-Person Franchise Training
\$500 per person, plus travel expense	Upon enrolling in Multi-Territory Training (required upon opening third Center, and in our discretion for subsequent Centers after the third or if new Regional Manager is hired)

If we determine it is necessary, we may require existing franchisees opening additional Centers to re-attend Owners Track 1 and Owners Track 2 for additional training. If that occurs, such franchisee will be charged a fee of up to \$5,000, which must be paid prior to attending Owners Track 1.

Background Checks

Upon signing the franchise agreement, you must pay us our costs to obtain background checks (including asset verification) on you. The background check fee and asset verification fee for each person signing the franchise agreement is between \$1,000 and \$2,000, depending on the number of individuals applying. up to \$300 per person (total of \$600 if two people sign).

Lease Guaranty

Our affiliate, New Jule Holdings, LLC, may, in its discretion, provide a limited lease guaranty to certain qualified franchisees' landlords, specifically for the purpose of leasing the property to operate a Lightbridge Academy Center. Any lease guarantee will be subject to terms and conditions acceptable to New Jule Holdings, LLC. If you elect to participate, and are approved by New Jule Holdings, LLC you will be required to execute our Lease Guaranty Agreement, which is attached to this Disclosure Document as Exhibit F. You will be required to pay New Jule Holdings, LLC a one-time initial set-up fee payment of twenty thousand dollars (\$20,000) and a lease guaranty fee equal to 6% of annual lease obligation, excluding CAM and taxes. The lease guaranty fee is an annual fee, but payable in twelve equal monthly installments (commencing on the first day of the month immediately following the rent commencement date in your lease agreement).

You will also be required to execute the Lease Guaranty Agreement, attached as Exhibit F to this Disclosure Document. If you are a business entity, each of the following individuals must also sign the Guaranty of Performance (a copy of which is attached to the Lease Guaranty Agreement as Exhibit "1"): (i) each of your shareholders if you are a corporation; (ii) each of your partners if you are a general partnership; or (iii) each of your members and managers if you are a limited liability company. All of the provisions of the Lease Guaranty Agreement will apply to you and to each individual who signs the Guaranty of Performance.

You will also be required to execute the Security Agreement, attached as Exhibit "2" to the Lease Guaranty Agreement. RAAG's security interest in the collateral will be subordinate to any

financing you receive for your Lightbridge Academy Center from an approved SBA commercial lender.

You will also be required to execute the Collateral Assignment of Lease, attached as Exhibit “4” to the Lease Guaranty Agreement.

Except as described above, the fees listed in this Item 5 are uniform for all prospective franchisees.

ITEM 6

OTHER FEES

NAME OF FEE (Note 1)	AMOUNT	DUE DATE	REMARKS
Royalty Fee	7% of Gross Revenues. The royalty fee is reduced to 4% of Gross Revenues during the first six (6) months your Center is open for business.	Payable on the 5 th day of each month.	(Note 2, Note 3 and Note 4)
Brand Development Fund	Up to 3% of Gross Revenues	Monthly; amounts payable to the Brand Development Fund due at the same time and in the same manner you pay the Royalty Fee	Used to contribute to the Brand Development Fund, which is described in Item 11. Currently 2% of Gross Revenues.
Advertising Cooperative	As determined by the cooperative, up to 2% of Gross Revenues	As cooperative directs	(Note 5)
Minimum Local Advertising Expenditure	Minimum of \$6,000 per quarter	Each quarter	(Note 6)
Special Promotional Programs	Cost of Program	As incurred	(Note 6)

Transfer	25% of then-current initial franchise fee; however if we (a) introduce the transferee or (b) if the transferee is an existing center employee, 10% of the sales price; <u>subject to state law.</u>	Prior to transfer	See Item 17 for a further explanation of transfer conditions.
Transfer of Multi-Unit Operating Agreement	\$5,000; however if we (a) introduce the transferee or (b) if the transferee is an existing center employee, 10% of the sales price.	Prior to transfer	See Item 17 for a further explanation of transfer conditions.
Renewal	10% of then current initial franchise fee	At the time of execution of franchise agreement for renewal term.	Due only if you execute a franchise agreement for a renewal term.
Audit	Our audit costs	Upon completion of inspection/ audit	(Note 7)
Collection Costs, Attorneys' Fees and Interest	Interest on overdue amounts from the due date until paid at the lesser of 18% interest per year or the highest lawful interest rate, costs of collection, attorneys' fees and court costs	As incurred	(Note 8)
Initial Training	Our then current tuition (currently \$2,000 per person); you will also pay personal expenses, including transportation, lodging, meals and salaries	As incurred	(Note 9)
On-site Training and Supplemental Training	Our then current rates; you will also pay personal expenses, including transportation, lodging, meals and salaries for your employees	As incurred	We may charge a reasonable fee for additional on-site training. We may charge our then current tuition for any refresher or supplemental training. Our current tuition is currently set at \$500 per person per day.

development of; or selection, testing, deployment of innovations such as the Lightbridge data lake and enterprise web reporting platform, facial recognition door access platform, white labeled and customized childcare management system, tablets management platform, interactive displays, QuickBooks hosting service, Asana project and task management, local franchisee website, etc. We reserve the right to increase this fee as we deem appropriate on an annual basis.

Note 12: Payable if you fail to alert us immediately (in no event later than 24 hours) of any potential crisis situation as listed in the Operations Manual or Crisis and Emergency Management Plan, including any allegation or occurrence of abuse, neglect, or mistreatment of a child; any allegation or discovery that a child has been released to an unauthorized person; any occurrence of unlawful conduct in the Center; any allegation or discovery of any hazardous substance associated with the Center; any outbreak of serious illness associated with the Center, any occurrence where the police are notified or come to your Center; or any occurrence at your Center that results in a hospitalization, after you know or should reasonably know of the existence of the potential crisis.

Note 13: Flat fee of \$90/month to cover software, service and support for an unlimited number of tablets per center. Tablets must be purchased through approved vendors, which at this time are Apple and Verizon, for proper streamlined setup. If you purchase from an unapproved vendor, you must pay us an additional one-time fee of \$50 per tablet.

Note 14: The Non-Compliance Fee structure shall be set forth in the Operations Manual and is subject to change. Currently it is as follows: (1) if you are non-compliant or in default of any of the System Standards, we will issue you a letter of expectancy; (2) if you fail to cure such default, we will issue you a letter of non-compliance and you must pay to us a Non-Compliance Fee of \$1,500; (3) upon your continued failure to cure such default, we will issue you a second letter of non-compliance and you must pay to us a Non-Compliance Fee of \$3,000; (4) upon your continued failure to cure such default, we will issue you a third letter of non-compliance and you must pay to us a Non-Compliance Fee of \$5,000; and (5) if you fail to cure such default after the third letter of non-compliance, we will issue you a notice of default and you must pay to us a default payment of \$10,000 in addition to other penalties which may include termination.

Note 15: All fees that are subject to increase will not increase more than 10% per calendar year.

ITEM 7

ESTIMATED INITIAL INVESTMENT

**YOUR ESTIMATED INITIAL INVESTMENT FOR A SINGLE LEASED
LIGHTBRIDGE ACADEMY CENTER**

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee (Note 1)	\$40,000	Lump Sum	Payable upon signing franchise agreement	Us
Initial Training (Note 2)	\$40,000	Lump Sum	(Note 2)	Us
Center Development Fee (Note 3)	\$40,000	Lump Sum	(Note 3)	Us
Background Checks and Asset Verification (Note 4)	\$1,000-\$2,000	Lump Sum	Upon signing the Franchise Agreement	Vendors or Us
Lease Deposit (Note 5)	\$44,333-\$87,500	Lump Sum	When you sign the Lease	Landlord
Leasehold Improvements (Note 6)	<u>\$412,500 to \$2,100,000</u>	Lump Sum	As Incurred	Vendors
Lease Guaranty Set- Up Fee (Note 7)	\$20,000	Lump Sum	When you sign the Lease Guaranty Agreement	Our affiliate, New Jule Holdings, LLC
Lease Guaranty Payment (Note 8)	\$0-\$2,900	Monthly Payments	The first day of each month, beginning on the first month after your rent commencement date.	Our affiliate, Lightbridge New Jule Holdings, LLC
Equipment, Fixtures and Furnishing (Note 9)	\$241,000-\$399,000	Lump Sum	As Incurred	Vendors
Permits & Licenses (Note 10)	\$400 – \$1,000	As Incurred	As Incurred	Governmental Authorities

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee (Note 1)	\$40,000	Lump Sum	Payable upon signing franchise agreement	Us
Initial Training (Note 2)	\$40,000	Lump Sum	(Note 12)	Us
Center Development Fee (Note 23)	\$40,000	Lump Sum	(Note 23)	Us
Background Checks and Asset Verification (Note 34)	\$1,000- \$2,000	Lump Sum	Upon signing the Franchise Agreement	Vendors or Us
Real Estate Acquisition, Construction Costs and Loan Fees (Note 46)	\$1,850,000- \$3,600,000	Lump Sum or Financed over time	As Incurred	Seller of Land and/or Building
Equipment, Fixtures and Furnishing (Note 59)	\$241,000- \$399,000	Lump Sum	As Incurred	Vendors
Permits & Licenses (Note 740)	\$400 – \$1,000	As Incurred	As Incurred	Governmental Authorities
Signs (Note 844)	\$18,000- \$35,000	As Agreed	As Incurred	Supplier
Prepaid Insurance Premium (Note 942)	\$4,000 - \$8,000	Lump Sum	As Incurred	Insurance Carrier/Broker
Pre- and Post- Launch Advertising and Marketing Plan (Note 103)	\$35,000- \$55,000	As incurred	From 6 months prior to and until 3 months after the opening of the Center	Us or Suppliers

Grand Opening Advertising and Marketing (Note 114)	\$5,000	Lump Sum	Before Opening	Us or Suppliers
Training (Note 125)	\$1,000 – \$5,000	As Incurred	As Incurred	Airlines, hotels, restaurants
Professional Fees (Note 136)	\$200,000- \$400,000	As Incurred	As Incurred	Attorney, accountant, engineer, and other professionals
Additional Funds - 3 months (Note 147)	\$150,000 - \$255,000	As Incurred	As Incurred	Us, Your Employees, Suppliers and Creditors
Total	\$2,624,400- \$4,885,000			

Notes

General: All fees and payments listed in this Item 7 are non-refundable, unless otherwise stated or permitted by the payee. In preparing these estimates, we relied upon our affiliate’s experience in operating Lightbridge Academy Centers.

~~Note 1: See Item 5 for information about the initial franchise fee.~~

Note 12: See Item 5 for an explanation of the payment schedule of the training fees.

Note 23: The Center Development Fee consists of an initial payment of \$20,000, which you must pay at the earlier of: (i) the signing of your lease agreement or purchase agreement for your approved premises; or (ii) 6 months after signing the Franchise Agreement. The remaining balance of \$20,000 is payable upon the issuance of the temporary certificate of occupancy (or the equivalent in your state). If you are executing a Multi-Unit Operator Agreement, the Center Development Fee for the second through fifth Centers is reduced to \$20,000 which is due at the earlier of: (i) the signing of your lease agreement or purchase agreement for your approved premises; or (ii) 6 months after signing the Franchise Agreement. The Center Development Fee is not refundable under any circumstances. See Item 5 for more information about the Center Development Fee.

Note 34: Upon signing the franchise agreement, you must pay us the costs to obtain a background check and asset verification on you. The high end of the range assumes that we will be required to perform two background and asset verification checks. International background checks may exceed this range.

Note 45: Centers typically occupy approximately 8,000 to 14,600 square feet of commercial space. Monthly rental for leased premises will vary depending upon the location of the Lightbridge Academy Center and then-current local real estate rental market conditions. Estimates of rental costs may be

obtained by contacting local commercial realtors. The range in the chart reflects an estimated lease deposit equal to first and last months' rent.

Note 56: For a leased Center your estimated construction and build-out costs range from \$412,500 to \$2,100,000 (not including site work, costs of plan, government approvals, permits, consents and other entitlement costs), but will vary depending upon the size of your Lightbridge Academy Center and its geographic location. You will be required to construct the premises with the requisite number of child care rooms, reception areas, restrooms, outside play areas, storage, and equipment, including but not limited to, tables, chairs, cribs, toys, and other childcare supplies and décor, as required by us. Your landlord may perform certain improvements or provide you with a tenant improvement allowance which may offset, in whole, or in part, the construction and build-out costs for your Lightbridge Academy Center. The low range of the leased Center chart assumes the costs have been offset. You may also choose to purchase land and construct a Center or purchase land with a structure and renovate. In doing so you will incur real estate acquisition costs that will vary depending on several factors, including the location of the real estate, the size of the lot, whether there are any existing structures and the condition of those structures. We estimate the real estate alone will cost between \$500,000-\$1,200,000 and constructing or renovating improvements on the land will cost between \$1,350,000-\$2,400,000. The low end contemplates a renovation and the high end contemplates new construction. If you choose to finance your purchase, loan fees may range from \$175,000-\$400,000. If you purchase real estate you may also be required to pay real estate taxes annually, which will vary by state. The high range of both charts assumes you have chosen to install an upgraded playground.

~~Note 7: If a landlord requires a limited guarantee from Lightbridge New Jule Holdings, LLC, you will be required to pay this fee if you elect to move forward with such location.~~

~~Note 8: This is an optional fee and is subject to the approval of our affiliate, New Jule Holdings, LLC. This fee is equal to 6% of the annual net obligation for your Premises. The lease guaranty fee is an annual fee, but payable in twelve equal monthly installments (commencing on the first day of the month immediately following the date we permit you to open the Center for business). The high end of this amount is for the first three monthly payments for a location which occupies 11,600 square feet.~~
~~Note 9: This includes the cost for leasing required technology and software.~~

Note 710: The cost of permits and licenses will depend upon the state, county, local municipality or other geographic location within which the Lightbridge Academy Center is located.

Note 814: The range in the chart reflects the estimate for temporary signage and 3 exterior and several interior signs. The actual cost of your sign will depend upon the size and location of your Lightbridge Academy Center, the particular requirements of the landlord, local and state ordinances and local zoning requirements.

Note 912: The cost of the insurance coverage required by the Franchise Agreement will vary from state to state and will depend on your prior loss experience, if any, and/or the prior loss experience of your insurance carrier in the state or locale in which you operate, and national or local market conditions. This estimate is for the first three (3) months of operation. See Item 11 for more information.

Note ~~103~~: You will need to implement our Pre- and Post- Launch Advertising & Marketing Plan utilizing our approved vendors for the opening of your Center. We anticipate you will spend this sum during the construction period approximately 6 months before opening your Center, or an earlier or later period as determined by us, and up to 3 months after your opening date.

Note ~~114~~: Grand opening advertising and marketing expenses should be included in the first quarter operating budget and will be a minimum of \$5,000 to be spent on digital advertising, direct mail, other advertising or local marketing.

Note ~~125~~: The range in the chart reflects the estimated cost of lodging and dining expenses for 4 persons attending the initial training program. This estimate does not include estimated travel costs, which will vary greatly depending upon your proximity to the training site.

Note ~~136~~: You may decide to obtain advice from professionals, such as an attorney, an accountant, an architect, a civil engineer, and others for document review, formation of your corporate entity, the overall design and development of your Lightbridge Academy Center, including land use issues, the terms of your lease, and other issues. We reserve the right to require you to use certain vendors, in our discretion, as provided in the Operations Manual. This estimate does not include any legal or other professional fees in connection with any commercial loan. Loan fees and legal fees will vary, based on the amount you elect to borrow. For purchased Centers, this figure includes the increased costs associated with land acquisition and either renovation or new construction of a structure.

Note ~~147~~:

This is an estimate only of the range of initial start-up expenses for 3 months. These expenses include employee salaries/benefits (if applicable), rent, marketing of your grand opening event, technology fees and miscellaneous costs and inventory during the first 3 months your Lightbridge Academy Center is in operation. This estimate does not include royalty or advertising contributions or any allowance for an owner's draw. We cannot estimate the operating results of your Lightbridge Academy Center. The estimate of additional funds for 3 months shown in the above chart is not an estimate of working capital you will need, but relates only to certain expenses for the time period stated. Other than the optional limited lease guaranty that our affiliate may, in certain instances, supply to your landlord, we do not directly or indirectly finance any portion of your initial fees.

**YOUR ESTIMATED INITIAL INVESTMENT FOR UP TO FIVE LEASED
LIGHTBRIDGE ACADEMY CENTERS**

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Development Fee (Note 1)	\$65,000- \$115,000	Lump Sum	Upon signing Multi-Unit Operating Agreement	Us
Other Expenditures for first Center (Note 2)	\$1,067,233- \$3,120,400	Per Table Above	Per Table Above	Per Table Above
Total	\$1,132,233- \$3,235,400			

**YOUR ESTIMATED INITIAL INVESTMENT FOR UP TO FIVE PURCHASED
LIGHTBRIDGE ACADEMY CENTERS**

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Development Fee (Note 1)	\$65,000- \$115,000	Lump Sum	Upon signing Multi-Unit Operating Agreement	Us
Other Expenditures for first Center (Note 2)	\$2,624,400- \$4,885,000	Per Table Above	Per Table Above	Per Table Above
Total	\$2,689,400 - \$5,000,000			

Note 1.

This fee is discussed in Item 5. If you will be developing two Centers the Development Fee listed herein will be reduced to \$65,000; if you will be developing -three Centers the development fee will be reduced to \$85,000; and if you will be developing four Centers the development fee will be reduced to \$100,000.

Note 2. These are the estimates for the initial investment for your first Center, from the [single-unit investment](#) chart above.

other insurance available to us. Insurance policies must contain a waiver of Subrogation in favor of us.

All insurance policies shall be underwritten by an insurer licensed to do business in the State where the Center is located and maintaining an AM Best minimum rating of A-. Prior to opening, and thereafter upon request, you must provide us with a currently issued certificate of insurance evidencing coverage in conformity with these requirements as well as a Declaration Page showing coverage. We may increase or otherwise modify the minimum insurance requirements within 30 days' prior written notice to you, and you must comply with any modification. We may obtain insurance coverage for your Center if you fail to do so, at your cost together with our administrative fee.

If you will be engaging in any construction, renovation or build-out of the premises for the Center either you or your third-party contractor must have in force for the duration of said project Commercial General Liability insurance and Worker’s Compensation and Employer’s Liability insurance in the amounts listed above as well as Builder’s Risk insurance in an amount approved by us.

Additional insurance requirements may be in place depending on the state where the Franchised Business is located.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN FRANCHISE AGREEMENT/<u>MULTI-UNIT OPERATOR AGREEMENT</u>	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	3., 4.1.2, 5.1, 6.1 <u>(3.2, 3.3 in MUOA)</u>	Items 6 and 11
b. Pre-opening purchases/leases	3.3, 5.2 <u>(n/a in MUOA)</u>	Items 7 and 8
c. Site development and other preopening requirements	3, 4.1, 4.3.2, 5.1, 5.2, 5.3, <u>(1.1. 3.2 of MUOA)</u>	Items 6, 7 and 11
d. Initial and ongoing training	5.3 <u>(5.2.7 of MUOA)</u>	Items 6, 7 and 11
e. Opening	6.1 <u>(Ex.1 to MUOA)</u>	Item 11

f.	Fees	2.2.8, 4, 5.3, 6.2, 6.3.7, 8.3.2.8, 10.1.8, <u>(2.1 of MUOA)</u>	Items 5, 6 and 7
g.	Compliance with standards and policies/Operating Manual	5.5, 6 <u>(5.2 of MUOA)</u>	Items 8 and 11
h.	Trademarks and proprietary information	6.5, 6.6 <u>(8 of MUOA)</u>	Items 13 and 14
i.	Restrictions on products/services offered	6.9 <u>(8 of MUOA)</u>	Items 8 and 16
j.	Warranty and customer service requirements	5.5, 6.3 <u>(n/a in MUOA)</u>	Item 11
k.	Territorial development and sales quotas	Not Applicable <u>(1.1 and Ex. 1 of MUOA)</u>	Not applicable
l.	Ongoing product/service purchases	6.2, 6.9 <u>(n/a in MUOA)</u>	Item 8
m.	Maintenance, appearance and remodeling requirements	2.2.3, 3.2, 5.2, 6.2, 6.3, 6.4, 6.8 <u>(3.5 of MUOA)</u>	Items 6 and 11
n.	Insurance	7.6 <u>(n/a in MUOA)</u>	Items 6, 7 and 8
o.	Advertising	4.3, 6.6.3 <u>(n/a in MUOA)</u>	Items 6, 7 and 11
p.	Indemnification	7.2 <u>(10 in MUOA)</u>	Item 6
q.	Owner's participation/management/staffing	6.3.5 <u>(n/a in MUOA)</u>	Items 11 and 15
r.	Records and reports	4.7, 4.9 <u>(5.2 of MUOA)</u>	Item 6
s.	Inspections/audits	4.8, 6.7 <u>(5.2 of MUOA)</u>	Items 6 and 11
t.	Transfer	8 <u>(7 of MUOA)</u>	Item 17
u.	Renewal	2.2 <u>(n/a MUOA)</u>	Item 17
v.	Post-termination obligations	7.4.2, 10 <u>(8 in MUOA)</u>	Item 17

w.	Non-competition covenants	7.4, 10 <u>(8 in MUOA)</u>	Item 17
x.	Dispute resolution	7.4.3, 12 <u>(14 in MUOA)</u>	Item 17
y.	Other Guaranty of Franchisee obligations (Note 1)	14 <u>(n/a in MUOA)</u>	Item 1

Note 1: If you are a corporation, partnership or limited liability company, or if you become or assign your interests to a corporation, partnership or limited liability company as may be permitted under the Franchise Agreement, all shareholders, all partners, or all members and managers, respectively, are obligated to guaranty all of your monetary obligations under the Franchise Agreement. Spouses are also required to sign our Guaranty.

ITEM 10

FINANCING

~~Except as set forth below, neither we, nor any agent or affiliate of ours offers any direct or indirect financing to you except as set forth below.~~

If you qualify, our affiliate, New Jule Holdings, LLC may provide your landlord with a limited lease guaranty of collection. Any lease guaranty will be subject to New Jule Holdings, LLC approving the terms and conditions required by the landlord. In addition, in no event shall the liability of New Jule Holdings LLC exceed, at any point, your personal liability to the landlord, pursuant to a personal guaranty delivered by you to the landlord.

~~If New Jule Holdings LLC provides a limited lease guaranty to your landlord, you will be required to pay New Jule Holdings LLC an initial lump sum set up fee payment in the amount of twenty thousand dollars (\$20,000) (the “Lease Guaranty Set Up Fee”) and an annual fee equal to 6% of the gross rent due under the lease (the “Lease Guaranty Fee”). The Lease Guaranty Fee is an annual fee, but payable in twelve (12) equal monthly installments (beginning on the first day of the month immediately following the rent commencement date in your lease agreement).~~

~~You will also be required to execute the Lease Guaranty Agreement, attached as Exhibit F to this Disclosure Document. If you are a business entity, each of the following individuals must also sign the Guaranty of Performance (a copy of which is attached to the Lease Guaranty Agreement as Exhibit “1”): (i) each of your shareholders if you are a corporation; (ii) each of your partners if you are a general partnership; or (iii) each of your members and managers if you are a limited liability company. All of the provisions of the Lease Guaranty Agreement will apply to you and to each individual who signs the Guaranty of Performance.~~

~~You will also be required to execute the Security Agreement, attached as Exhibit “2” to the Lease Guaranty Agreement. RAAG’s security interest in the collateral will be subordinate to any financing you receive for your Lightbridge Academy Center from an approved SBA commercial lender.~~

~~You will also be required to execute the Collateral Assignment of Lease, attached as Exhibit “4” to the Lease Guaranty Agreement.~~

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

Pre-Opening Assistance

Franchise Agreement

Before you open your Lightbridge Academy Center, we are obligated under the Franchise Agreement to:

1. Review and approve or disapprove proposed sites for the location of your Lightbridge Academy Center and review the proposed lease or purchase agreement for the premises. (Section 5.1.2 of the Franchise Agreement). When evaluating a potential site, we will consider factors such as, but not limited to the neighborhood, population, distance from neighboring Lightbridge Academy centers, proximity to major roads, residential areas and commercial businesses, general lease terms and demographic characteristics of the area. You must open your Lightbridge Academy Center for business within 38 months from the date you sign the Franchise Agreement. (Section 6.1 of the Franchise Agreement). If you do not open the Lightbridge Academy Center for business within the applicable time period, this period may be extended by us for an additional 180 days, provided that that you have made, in our sole opinion, diligent efforts to open the Lightbridge Academy Center for business during the initial 38 month period. If you do not open the Lightbridge Academy Center for business within the initial 38 month period (or within any extended period that we grant you), we may terminate the Franchise Agreement (Franchise Agreement, Section 9.2.2(m)). If you currently operate a Center, we will not permit you to develop and open an additional Center (outside of our Multi-Unit Operator Agreement program) if your current Center has been operating for more than 12 months and its Occupancy Level is below 65%. In that case, we may elect to show potential sites to another franchisee or develop potential sites ourselves or through our affiliate, even if such site is in the area we designated for you in the Franchise Agreement. In certain circumstances we may present sites to you that are owned by us or our affiliate or for which we or our affiliate have already negotiated the terms of a lease, but you shall have no obligation to accept any such sites.
2. Provide you a copy of a floor plan design for a prototypical Lightbridge Academy Center. (Section 5.2 of the Franchise Agreement). We do not guarantee that the recommended design conforms with applicable laws and regulations.

operating under the System (collectively “Website”). We may require you to pay to us a separate fee in connection with hosting the Website, in our sole discretion. We will have the sole right to control all aspects of the Website, including without limitation its design, content, functionality, links to other websites, legal notices, and policies and terms of usage. We will also have the right to discontinue operating the Website at any time. (Franchise Agreement, Section 4.3.4.5).

Except as we approve in advance in writing, you may not establish or maintain a separate Website, or otherwise maintain an online or social media presence or advertise on the Internet or any other public computer network in connection with your Lightbridge Academy Center. If we grant approval, you must establish and operate your Website (or any other online presence) in accordance with our standards and policies provided to you in the Operations Manual or otherwise in writing. (Franchise Agreement, Section 4.3.4.5). Upon the expiration, termination, non-renewal of the franchise agreement, or upon our request, you will assign the website domain name or social media accounts to us.

Computer Requirements

We may require you to purchase, license or lease and use certain computer systems, components, services such as cellular data plans and software applications specified by us, including, without limitation, software and applications, workstations for staff, workstations and tablets for classrooms, and interactive displays (the “Computer System”). Our specific requirements for the computer system and approved vendors of the same are accessible via a link in our Operations Manual. Any computer systems, components and software applications not conforming to our standards or purchased from unapproved vendors may not be used, unless explicitly approved in writing by us. We estimate the initial cost to purchase the Computer System will be approximately \$39,000.

You are required to enter into software license and maintenance agreements, in the number, form and manner we prescribe, and pay all fees to service providers, or to us or our affiliates, that are required to sustain our IT standards for the Computer System, network and security. These required software subscription services currently total approximately \$900 per month. In addition, you must enter into a Managed Services IT contract with a vendor that we approve. We estimate that the monthly cost will be approximately \$650. You must maintain systems and network infrastructure and properly update and otherwise change computer hardware and software as we may require at your expense. You must pay all amounts charged by any licensor of the systems and programs used by you, including charges for use, maintenance, support and/or update of these systems or programs.

You are responsible to maintain and repair your hardware and to update or upgrade your software. We may recommend or require additional hardware and software. We may require you to purchase specified equipment and software. We anticipate that the cost of any maintenance or upgrading of computer hardware or software will be under \$5,000 a year, unless a full replacement of the hardware is required. You will be required to utilize and check daily our Intranet system for any email messages, bulletins or other important communications that we require System franchisees to receive. We own all Lightbridge e-mail addresses that you are permitted to use and have full

Franchisee Training Week #1 – Content, including marketing, operations, finance and curriculum, concentrated on knowledge needed 46 months prior to opening	35		LFC Home Office, Iselin, New Jersey, Virtual Classroom, Distance and Independent Learning
Franchisee Training Week #2 – Content, including marketing, operations, finance and curriculum, concentrated on knowledge needed 24 months prior to opening	30	10	LFC Home Office, Iselin, New Jersey, Lightbridge Academy: Iselin Center
Franchisee Training Week #3 – Observational and interactive On-The-Job -in-center training, putting learning into practice and daily engagement. Week-long observational training to occur within 60 days of completion of Training Week #2		40	Lightbridge Academy Training Center, New Jersey
On-Site Opening Support		40+	Franchisee’s Center, On-site support, Conference Calls, Distance Learning and Virtual Classroom
Total Hours	87	90+	

If this is your first Center (including the first Center under a Multi-Unit Operator Agreement), in addition to initial training you (or your Operating Principal if you are an entity) must attend Owners Track 1 and Owners Track 2 training before you attend the Virtual and In Person Training Program.

The three (3) week program described in the above chart makes up our “Virtual and In-Person Franchise Training Program” and is designed to provide training in the operation and management of a Lightbridge Academy Center. It will be held quarterly in Iselin, New Jersey, or such other place as we designate. We reserve the right to hold training virtually, in our discretion. Both you (or your Operating Principal if you are an entity) and each of your initial, additional and/or replacement Directors, Regional Directors and Assistant Directors must attend, and complete the Virtual and In Person Training Program to our satisfaction. You may not open your Center until the training has been completed ~~to our satisfaction~~. There is no required time period for training to

be completed, however, it must be completed in time for the Center to open, which must occur within 38 months of signing the Franchise Agreement. We evaluate you based on observations made during interactive activities and your completion of online training sessions, “homework” assignments or quizzes.

In addition, Franchisees and their Regional Managers opening their third and subsequent Centers must also attend Multi-Unit Training. Topics include hiring managers, Key Performance Indicator Management; overview of management tools, marketing, managing a multi-location business, etc.

You are responsible for all training-related expenses including transportation to and from the training site, lodging and dining expenses. In addition, if your employees receive a salary during training, you are solely responsible for paying their salary.

Training will be provided under the supervision of Marcelle Schillizzi. Ms. Schillizzi is the Training Coordinator for our Education and Training Department. Ms. Schillizzi’s association with Lightbridge began in 2013 and she has worked in various roles as an Administrative Assistant, Assistant Director, and Director of a company-owned center, real estate coordinator, and Franchise Trainer. ~~In 2017, she moved onto the franchise side of the company, working on the Real Estate and Development team as the Real Estate Coordinator. In 2020, Ms. Schillizzi became part of the Education and Training Team and is responsible for planning and facilitating all Franchise Training Weeks, while also presenting various topics. She has over 11 years of experience with Franchisor and over 4 years of training experience with us and in the industry. Additional staff that assist with training will have at least six months’ worth of experience with us.~~

The entire training program is subject to change due to updates in materials, methods, manuals and personnel without notice to you. The subjects and time periods allocated to the subjects actually taught to a specific franchisee and its personnel may vary based on the individual needs and/or experience of those persons being trained.

We have the right to offer refresher courses from time to time to you and your employees. If we, in our sole discretion, determine that such refresher courses are necessary, you and/or your employees would be required to attend the additional training at your cost and at our then-current tuition. We also reserve the right to offer additional, optional trainings at minimal cost to you and your employees. Fees associated with such additional training are not included in the Initial Training Fee. You are solely responsible for your expenses and your employees' expenses which are incurred during training.

We require all your employees to obtain professional development hours each year in an amount we determine (currently 15 hours). These hours can be acquired through monthly staff training, professional and applicable in-house practical trainings, seminars, webinars, etc.

If you have executed our Multi-Unit Operator Agreement we require you (or the Operating Principal for each Franchised Business) and your Regional Manager to participate in monthly Operation Reviews with each Franchised Business’ Franchise Business Coach. You (or the

Under our current program, the number of Centers operated or licensed by us will not exceed a maximum of one Center for each 10,000 households in the county in which the Center is located if you are in compliance with your obligations under the Franchise Agreement. You will not receive any territory protection and your “Territory” will only consist of the Approved Location for your Lightbridge Academy Center. As part of the process of renewing your Franchise Agreement, we reserve the right to re-evaluate our territorial licensing standards according to certain demographics and our then-current standards.

You are unrestricted as to the geographic area from which you may obtain business as a Lightbridge Academy franchisee. You may make sales and provide services only from the premises of your Lightbridge Academy Center. You may not conduct any mail order, catalog or Internet business. You may not conduct any direct mail or other marketing without our prior written consent.

We do not offer franchisees any option, right of first refusal or any similar right to acquire additional franchises in neighboring locations.

As of the effective date of this disclosure document, we and our affiliates have not established or franchised, and have no plans to establish or franchise, other businesses selling or leasing similar products or services under different trademarks within the United States, but we reserve the right to do so in the future.

Multi-Unit Operator Agreement:

If you enter into a Multi-Unit Operator Agreement, we will define a non-exclusive Development Area within which you will have the right to locate and secure the approved locations for each Center you must open under your Development Schedule (the “Development Area”). The size of the Development Area will likely vary among new prospects and developers, with the size of your Development Area typically depending on the demographics of the area in and around the region you wish to develop.

You will not receive an exclusive territory. Other franchisees and corporate owned locations may be operating or may open within your Development Area at any time. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Upon completion of your Development Area in the Multi-Unit Operator Agreement, your rights to develop Centers within the Development Area will end and you will have no further rights in the Development Area, except for the approved locations granted under the Franchise Agreements you have signed with us.

We and/or our affiliates retain all other rights in the Development Area which include but are not limited to: (i) in connection with a merger or acquisition, the right to acquire, own, operate, franchise or license businesses 1) operating under names other than those identified by the Proprietary Marks, and/or 2) re-brand any such acquired or merged businesses into company-

2. Reputation Management: Each Franchised Business must maintain a minimum rolling 3.8 on Yelp and Google Reviews.

3. Secret Shop: Each Franchised Business must maintain a minimum score of 90%. If a Secret Shop is less than 90%, you (or your affiliate) will have 30 days to correct deficiencies and bring the score up to at least 90% as determined by us.

4. Quality Assurance Audits: Each Franchised Business must maintain a minimum score of 90%. If a Quality Assurance Audit is less than 90%, you will have 30 days to correct deficiencies and bring the score up to at least 90%.

During any period that you are not permitted to execute a franchise agreement or lease agreement as a result of failure to meet the Center Performance Obligations, your obligations pursuant to the Development Schedule shall not be tolled or extended or entitle you to any refund of the Development Rights Fee paid.

We do not offer any option, right of first refusal or any similar right to acquire additional franchises within the Development Area or contiguous territories.

ITEM 13

TRADEMARKS

You will have the right to use the Proprietary Marks we designate for use by you in connection with the operation of your Lightbridge Academy Center, either in identifying the Center, or in accordance with certain proprietary products or services offered by the Center. The Multi-Unit Operator Agreement does not grant you the right to use the Proprietary Marks or the System. The following trade names, trademarks, service marks, logotypes and other commercial symbols have been filed on the Principal register with the United States Patent and Trademark Office and are licensed to you. You may not sublicense them without our permission. This list may not be an exhaustive list of all Marks owned by us or our affiliate:

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
 Design Plus Words	4860530	November 24, 2015
Lightbridge Academy	4856415	November 17, 2015
Lightbridge Academy Circle of Care	4875848	December 22, 2015
ParentView	3487977	August 19, 2008
Lightbridge Foundation	4847335	November 3, 2015
The Solution for Working Parents	4856579	November 17, 2015

Innovators in Educational Child Care	4856578	November 17, 2015
BottleBridge	5245812	July 18, 2017
Musical Beginnings	3713883	November 24, 2009
Lightbridge Leadership	5536767	August 7, 2018
Lightbridge Journey	6267921	February 9, 2021

We do not have a federal registration for the below unregistered Proprietary Marks. Therefore, these Proprietary Marks do not have as many legal benefits and rights as federally registered trademarks. If our right to use these Proprietary Marks is challenged, upon our discretion, you may have to change to an alternative trademark, which may increase your expenses.

Unregistered Marks

TRADEMARK	SERIAL NUMBER	FILING DATE
SEEDLINGS	97/838,764 (Intent to Use)	March 14, 2023

All required affidavits and renewals pertaining to the above Proprietary Marks have been filed.

We also own and claim common law trademark rights in the trade dress used in our Centers. Our common law trademark rights and trade dress are also included as part of the Proprietary Marks.

Our affiliate, Rainbow Academy Child Care Centers, LLC, owns all rights to the Proprietary Marks and has licensed to us the indefinite right to use them and to sublicense them to System franchisees pursuant to a trademark license agreement, dated October 1, 2014. Our affiliate may terminate the License Agreement (which runs for 20 years and is renewable for an additional term of 20 years) if we fail to correct any of the following within 30 days after written notice: (1) any default under the License Agreement; (2) improper use of the Proprietary Marks that could adversely affect their validity or protectability; or (3) our bankruptcy, insolvency, or appointment of a receiver. There are no agreements that allow you to continue to use the Proprietary Marks if the License Agreement is terminated.

Except for the License Agreement described above, ~~T~~here are no agreements currently in effect that significantly limit our right to use or license the use of the Proprietary Marks in any manner material to the franchise. Other than the rights of our affiliate, described above, we are not aware of any superior rights that could affect your use of the Proprietary Marks.

There are no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court involving the Proprietary Marks, nor any pending infringement, opposition, or cancellation proceedings or material litigation involving the Proprietary Marks.

There are no currently effective determinations of the United States Copyright Office, the USPTO or any court, nor any pending litigation or other proceedings, regarding any copyrighted materials. We do not know of any superior prior rights or infringing uses that could materially affect your use of our copyrighted materials. We are not required by any agreement to protect or defend copyrights or to defend you against claims arising from your use of patented or copyrighted items or to participate in your defense or indemnify you. You are not entitled to compensation or other benefits if we modify or require you to discontinue use of the copyrighted material.

Confidential Operations Manual

You must operate your Center according to the strict standards, methods, policies and procedures specified in the Confidential Operations Manual. We may revise the contents of the Confidential Operations Manual and you must comply with each new or changed standard, at your own expense. You must make sure that the Confidential Operations Manual is kept current at all times. If there is any dispute as to the contents of the Confidential Operations Manual, the terms of the master copy maintained by us at our corporate office will be controlling.

The Confidential Operations Manual will remain our sole property and must be kept in a secure place at your Center.

Confidential Information

All confidential information will be solely owned by us. You must treat the confidential information as confidential and use all reasonable efforts to maintain this information as secret and confidential.

You may never during the term, including any renewal, of the Franchise Agreement, or after the Franchise Agreement expires or terminates, reveal any of our confidential information to another person or entity, or use our confidential information for the benefit of any other person or entity. You may not copy any of our confidential information except as we may authorize. You may not use or upload our confidential information in connection with any artificial intelligence program, which shall include but is not limited to ChatGPT, Character.AI, QuillBot, and Google Gemini. You may only use the Confidential Operations Manual and our confidential information as described in the Franchise Agreement. You may only divulge confidential information to those of your staff and personnel who must have access to it to operate your Center.

Any and all information, knowledge, know-how, techniques and data which we designate as confidential will be deemed confidential for purposes of your Franchise Agreement. Examples of confidential information include, without limitation: (1) site selection, construction plans, architectural plans and design specifications; (2) methods, formats, specifications, standards, systems, procedures, sales and marketing techniques; (3) the curriculum and lesson plans; (4) knowledge of specifications for and suppliers of, and methods of ordering, certain products, materials, equipment and supplies; (5) knowledge of the operating results and financial performance of other Lightbridge Academy Centers; (6) the Confidential Operations Manual; (7) training materials and programs; (8) proprietary software; (9) student lists and customer data; (10) all password-protected portions of our website, intranets and extranets and the information they

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements pertaining to renewal, termination, transfer and dispute resolution. You should read these provisions in the agreements attached to the Disclosure Document. The agreements describe these provisions more fully than does the summary in the table.

FRANCHISE AGREEMENT

	Provision	Section in Franchise Agreement	Summary
a.	Length of the franchise term	2.1	15 years
b.	Renewal or extension	2.2	You have the right to renew the franchise for 2 additional 5-year terms, if you meet certain requirements.
c.	Requirements for you to renew or extend	2.2.	You may renew if you: (i) have notified us of your election to renew; (ii) have the right to lease the premises for an additional 5 years (or have secured substitute premises); (iii) have completed all maintenance and refurbishing required by us; (iv) are not in default of any agreement between you and us or our affiliates and have substantially complied with all agreements during their term; (v) have satisfied all monetary obligations owed to us and/or our affiliates; (vi) have executed our then-current form of Franchise Agreement; (vii) have satisfied our then-current training requirements for new franchisees; (viii) have paid the renewal fee and (ix) have executed a general release of any and all claims against us and our affiliates, and their shareholders, officers, directors, agents, employees, attorneys and accountants arising out of or related to the Franchise Agreement or any related agreement. If you seek to renew your franchise at the expiration of the initial term or any renewal term, you may 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, <u>subject to state law.</u>

d.	Termination by franchisee	9.1	You must give us 90 days' written notice to cure any default within 60 days of the event or circumstances giving rise to the breach. You must be in material compliance. If we fail to cure any material breach within the 90 day cure period, you may terminate for that reason by written notice, except if the breach is not susceptible to cure within 90 days, but we take action within 90 days to begin curing the breach and act diligently to complete the corrective action within a reasonable time, we will be deemed to have timely cured the breach.
e.	Termination by franchisor without cause	No provision	Not applicable
f.	Termination by franchisor with cause	9.2.1	We have the right to terminate the Franchise Agreement with cause. Depending upon the reason for termination, we do not have to provide you an opportunity to cure. See this Item 17(g) and (h) for further description, subject to state law .
g.	“Cause” defined - curable defaults	9.2.1	We have the right to terminate the Franchise Agreement, (i) after a 7 day cure period if your failure to comply with the Franchise Agreement relates to the Proprietary Marks; (ii) after a 15-day cure period upon your failure to pay any sums owed to us or our affiliates; or (iii) after a 30 day cure period upon your failure to comply with any other provision not listed above or listed below as a non-curable default, except if the breach is not susceptible to cure within the applicable cure period, but you take action within the cure period to begin curing the breach and act diligently to complete the corrective action within a reasonable time, you will be deemed to have timely cured the breach, subject to state law .

h.	“Cause” defined - non curable defaults	9.2.2	<p>We have the right to terminate the Franchise Agreement without providing you an opportunity to cure if: (i) you or your owners commit any criminal acts involving moral turpitude or other criminal acts which may affect the reputation of the Center, goodwill of the Proprietary Marks, or indicates unsuitability for child care; (ii) you or your owners are convicted or plea of guilty or nolo contendere of a felony; (iii) you or your owners commit fraud in the operation of your Lightbridge Academy Center; (iv) you or your owners misrepresent yourselves in any way (including through omission of information) in connection with your franchise application; (v) you or your owners fail to pass our background check; (vi) you or your owners file for bankruptcy or are adjudicated a bankrupt; (vii) insolvency proceedings are commenced against you; (viii) you are the subject of a lien; (ix) you become insolvent; (x) you or your principals materially breach any other agreements with us or our affiliates; (xi) we send you 3 or more written notices to cure within one 12-month period; (xii) you or your owners intentionally underreport or misstate any information required to be reported to us; (xiii) you voluntarily or otherwise abandon the Lightbridge Academy Center; (xiv) you fail to open the Lightbridge Academy Center or locate a site within the required time periods; (xv) you lose the right to occupy the Premises of your Approved Location as a result of a breach of your lease agreement; (xvi) you fail to meet certain System standards, creating a threat or danger to health or safety; (xvii) any violation of health or safety laws occur at the Center; (xviii) you or your owners or their spouses fail to comply with any in-term covenants; (xix) you or your owners or their spouses use the Confidential Information in an unauthorized manner; (xx) you fail to maintain insurance; (xxi) you or your owners engage in any unauthorized transfer or (xxii) you open prior to receiving written authorization from us, <u>(xxiii) if franchisee defaults under its MUOA, if applicable. Subject to state law.</u></p>
i.	Your obligations on termination/nonrenewal	10.1	<p>You must sign a general release, cease operation of the Lightbridge Academy Center, pay all unpaid fees, discontinue using the Proprietary Marks and the proprietary computer software, return the Operations Manual and all other confidential information to us, transfer your business telephone numbers to us or our designee, surrender all stationery, printed matter, signs, advertising materials and other items containing the Proprietary Marks and all items which are part of the System trade dress, sell to us any furnishings, equipment, seating, tables, desks, signs or fixtures which we elect to purchase, and, at our option, assign to us, any interest you have in the lease or sublease for the Lightbridge Academy Center premises or, in the event we do not elect to exercise our option to acquire the lease, modify or alter the Lightbridge Academy Center premises as may be necessary to distinguish it from a Lightbridge Academy franchise under the System. You must also comply with</p>

			any post-term covenants under the Franchise Agreement, permit final inspection, and cancel assumed names containing the Proprietary Marks, <u>subject to state law.</u>
j.	Assignment of contract by franchisor	8.6	We have the unrestricted right to sell, transfer, assign, and/or encumber all or any part of our interest in the Franchise Agreement.
k.	"Transfer" by franchisee – defined	8.3	A sale, transfer or assignment is deemed to occur if: (i) you are a corporation or limited liability company, upon any assignment, sale, pledge or transfer or increase of your voting stock; or any increase in the number of outstanding voting shares which result in a change of ownership; or (ii) if you are a partnership, upon the assignment, sale, pledge or transfer of any partnership ownership interest.
l.	Franchisor’s approval of transfer by franchisee	8.1	You may not sell, transfer, assign or encumber your interest in the franchised business without our prior written consent, <u>subject to state law.</u>
m.	Condition for franchisor’s approval of transfer	8.3.2	Approval to sell or transfer your franchise may be conditioned upon the following: (i) satisfaction of all monetary obligations to us, our affiliates, or suppliers; (ii) the timely cure of all existing defaults under the Franchise Agreement or any other agreements with us or our affiliates; (iii) execution of a transfer agreement and general release; (iv) you or the proposed transferee agrees to complete repairs and remodeling as required and upgrade to the then-current Computer Requirement; and (v) providing us with a copy of the executed purchase agreement relating to the proposed transfer. The proposed transferee must satisfy any licensing, have demonstrated to us that he or she meets our standards, possesses good moral character, business reputation and credit rating, and has the aptitude and adequate financial resources to operate a Lightbridge Academy Center. The transferee must have executed our then-current Franchise Agreement, we must be paid our transfer fee, we must enter into a transfer agreement and the transferee and its Director must have completed our initial training program, <u>subject to state law.</u>
n.	Franchisor’s right of first refusal to acquire franchisee’s business	8.3.1	If you propose to transfer or assign 20% or more of your interest in the franchised business to a third party, you must first offer us the option to purchase your franchise upon the same terms as those offered by the third party, <u>which we must exercise within 45 days. Subject to state law.</u>
o.	Franchisor’s option to purchase franchisee’s business	10.1.7	If the Franchise Agreement is terminated, or expires (without renewal), we have the right to purchase the assets of the Franchised Business. We also have the option to purchase or lease your premises. Our option may be exercised at fair market value, determined by appraisal, if the parties are unable to agree, <u>subject to state law.</u>

p.	Franchisee's death or disability	8.2	If you die or become disabled or incapacitated, your executor, heir, or legal representative must obtain approval to continue as the franchisee within 180 days from the date of your death, disability, or incapacity.
q.	Noncompetition covenants during the term of the franchise	7.4.1	Neither you nor your partners, shareholders, members or managers, nor spouses may have any interest in any other business which offers child daycare or preschool learning, <u>subject to state law.</u>
r.	Noncompetition covenants after the franchise is terminated or expires	7.4.2	The Franchise Agreement limits your right and the rights of your partners, shareholders, members, managers and spouses for 2 years following the date of the expiration and non-renewal, transfer or termination of the Franchise Agreement: (i) to own, engage in, be employed or have any interest in any business which offers child daycare or preschool learning within 10 miles of your Lightbridge Academy Center or any then-existing or proposed Lightbridge Academy franchise. (ii) to own, maintain, engage in, be employed by, or have any interest in any company which grants franchises or licenses for any business competing with us, <u>subject to state law.</u>
s.	Modification of the agreement	12.1	The Franchise Agreement may only be modified by written amendment signed by both parties. The Confidential Operations Manual and System standards are subject to change.
t.	Integration/ merger clauses	12.1	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	12.10	Pre-suit mediation of disputes will take place in a mutually agreed upon location or the then-current County and State where our corporate headquarters is located, <u>subject to state law.</u>
v.	Choice of forum	12.2	Dispute resolution must be in state or federal court which has general jurisdiction in the then-current State and County where our corporate headquarters is located (currently Middlesex County, New Jersey) (subject to state law).

w.	Choice of law	12.2	New Jersey law applies; provided, however, that the New Jersey Franchise Practices Act will only apply if your Lightbridge Academy Center is to be established in New Jersey and all other statutory requirements are met (subject to state law).
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THE MULTI -UNIT OPERATOR RELATIONSHIP

	Provision	Section in MUOA Franchise Agreement	Summary
<u>a.</u>	Length of the franchise term	4.1	Until the date we accept and execute a franchise agreement for the last of the Franchised Businesses you are to establish under your Development Schedule or by the end of a set term to complete the Development Schedule.
<u>b.</u>	Renewal or extension	No provision	There is no renewal right.
<u>c.</u>	Requirements for you to renew or extend	No provision	Not applicable
<u>d.</u>	Termination by franchisee	No provision	No <u>unilateral right to terminate, except under any grounds permitted by law</u> applicable
<u>e.</u>	Termination by franchisor without cause	No provision	Not applicable
<u>f.</u>	Termination by franchisor with cause	6.1	We have the right to terminate the Multi-Unit Operator Agreement with cause. Depending upon the reason for termination, we do not have to provide you an opportunity to cure. See this Item 17(g) and (h) for further description, <u>subject to state law</u> .
<u>g.</u>	“Cause” defined - curable defaults	6.4	Curable defaults have a 30 day cure period, <u>subject to state law</u> .

<u>h.</u>	"Cause" defined - non curable defaults	6.1; 6.2	We have the right to terminate the Multi-Unit Operator Agreement without providing you an opportunity to cure if: (i) you or your owners commit any criminal acts involving moral turpitude or other criminal acts which may affect the reputation of the goodwill of the Proprietary Marks; (ii) you or your owners are convicted or plea of guilty or nolo contendere of a felony; (iii) you or your owners misrepresent yourselves in any way (including through omission of information) in connection with your development application; (iv) you or your owners file for bankruptcy or are adjudicated bankrupt; (v) insolvency proceedings are commenced against you; (vi) you are the subject of a lien or foreclosure proceedings; (vi) you become insolvent; (vii) you or your principals materially breach any other agreements with us or our parent, affiliate or predecessor; (viii) you or your owners or their spouses use the Confidential Information in an unauthorized manner; (ix) you fail to adhere to the Development Schedule; (x) if a bill in equity or other proceeding for the appointment of a receiver or other custodian for your business or assets is filed or a receiver is appointed by any court of competent jurisdiction; (xi) if execution is levied against your business or assets; and/or (xii) you or your owners commit an unauthorized transfer, <u>(xiii) if Developer fails to open its Centers in accordance with the Development Schedule, (xiv) if Developer defaults under the Franchise Agreement. Subject to state law.</u>
<u>i.</u>	Your obligations on termination/ nonrenewal	6.3	You must stop selecting sites for Franchised Businesses, and you may not open any more Franchised Businesses, <u>subject to state law.</u>
<u>j.</u>	Assignment of contract by franchisor	7.1	We have the unrestricted right to sell, transfer, assign, and/or encumber all or any part of our interest in the Multi-Unit Operator Agreement.
<u>k.</u>	"Transfer" by franchisee – defined	7.2	A sale, transfer or assignment is deemed to occur if: (i) you are a corporation or limited liability company, upon any assignment, sale, pledge or transfer or increase of your voting stock; or any increase in the number of outstanding voting shares which result in a change of ownership; or (ii) if you are a partnership, upon the assignment, sale, pledge or transfer of any partnership ownership interest.
<u>l.</u>	Franchisor's approval of transfer by franchisee	7.2	You may not sell, transfer, assign or encumber your interest in the Multi-Unit Operator Agreement without our prior written consent, <u>which shall not be unreasonably withheld.</u>

m.	Condition for franchisor's approval of transfer	7.2	Approval to sell or transfer the Multi-Unit Operator Agreement may be conditioned upon the following: (i) satisfaction of all monetary obligations to us, our parent, affiliate or predecessor, or suppliers; (ii) the timely cure of all existing defaults under and agreement between us; (iii) execution of a general release; (iv) providing us with a copy of the executed purchase agreement relating to the proposed transfer and (v) payment to us of the transfer fee. The proposed transferee must sign an assignment and a guarantee and must have demonstrated to us that he or she meets our standards, possesses good moral character, business reputation and credit rating, and has the aptitude and adequate financial resources to fulfill the obligations under the Multi-Unit Operator Agreement. At our option, the transferee may be required to sign our then current form of Multi-Unit Operator Agreement, subject to state law.
n.	Franchisor's right of first refusal to acquire franchisee's business	7.2; 7.3	We have the right to match any offer to purchase your interests under the Multi-Unit Operator Agreement.
o.	Franchisor's option to purchase franchisee's business	No provision	Not applicable
p.	Franchisee's death or disability	7.4	Upon your death or disability, your representative must transfer your interest to an approved party within 90 days. This transfer is subject to the same terms and conditions as any other transfer, subject to state law.
q.	Noncompetition covenants during the term of the franchise	8.2	Neither you nor your partners, shareholders, members or managers, nor immediate family members may own, maintain, engage in, be employed by, or have any interest in any other business which offers child day care or preschool learning (a "Competing Business") and may not divert or attempt to divert any business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Company's Proprietary Marks and the System, subject to state law.
r.	Noncompetition covenants after the franchise is terminated or expires	8.3	The Multi-Unit Operator Agreement limits your right and the rights of your partners, shareholders, members, and managers for 2 years following the date of the expiration and non-renewal, transfer or termination of the Multi-Unit Operator Agreement. During this time you may not to own, engage in, be employed or have any interest in any Competing Business within the Development Area or within ten miles (or the maximum area allowed by law) of any franchised business then-operating under the System and/or utilizing the Proprietary Marks, subject to state law.

ITEM 18

PUBLIC FIGURES

We do not currently 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 Centers, 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 Center 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.

Below, we present a financial performance representation, based on the historical data of the system’s Centers. In Table 1(a), we present financial results achieved by sixty-two (62) Centers that were operational a minimum of twenty-four (24) months as of December 31, 2023 (“Mature Centers”), which includes forty-six (46) franchised Centers and sixteen (16) Centers operated by our affiliates, in the 2023 calendar year.

In Table 1(b), we present financial results achieved by four (4) Centers that were operational between twelve (12) and twenty-three (23) months as of December 31, 2023 (“Developing Centers”), which includes three (3) franchised Centers and one (1) Center operated by our affiliates, in the 2023 calendar year.

Six (6) Centers that had not been open and operating at least twelve (12) month by December 31, 2023, and one (1) Center that ceased operations in 2023 were omitted from the below financial results. Information for all other Centers is included below.

In Table 2(a), we present financial results achieved by the franchisee-owned Mature Centers in the 2023 calendar year, together and then separated by geographic region. In Table 2(b), we present financial results achieved by the franchisee-owned Developing Centers in the 2023 calendar year, separated by geographic region.

Table 2(a)

MATURE FRANCHISED CENTERS (OPEN AT LEAST 24 MONTHS)						
	TOTAL		NEW YORK & NEW JERSEY ⁽⁴⁾		ALL OTHER STATES	
	Average	% of Gross Revenue	Average	% of Gross Revenue	Average	% of Gross Revenue
Number of Centers	46		34		12	
Avg. Months Open	66		70		55	
Avg. Enrollment	76.7%		73.9%		84.4%	
Gross Revenue	\$ 2,393,879	100.0%	\$ 2,349,792	100.0%	\$ 2,518,793	100.0%
Payroll Expense	\$ 1,108,637	46.3%	\$ 1,089,722	46.4%	\$ 1,162,232	46.1%
Non-Payroll Expenses	\$ 578,552	24.2%	\$ 566,378	24.1%	\$ 613,045	24.3%
EBITDAR	\$ 706,690	29.5%	\$ 693,692	29.5%	\$ 743,516	29.5%
Rent, RE Taxes, & CAM	\$ 354,006	14.8%	\$ 360,175	15.3%	\$ 336,529	13.4%
EBITDA	\$ 352,684	14.7%	\$ 333,518	14.2%	\$ 406,987	16.2%
Adj. EBITDAR⁽¹⁾	\$ 775,970	31.5%	\$ 764,216	31.6%	\$ 809,271	31.3%
Adj. EBITDA⁽¹⁾	\$ 421,964	17.1%	\$ 404,042	16.7%	\$ 472,743	18.3%
Memo: Grant Income ⁽²⁾	\$ 69,280		\$ 70,524		\$ 65,755	
Centers Above Average⁽³⁾	21		17		5	
Gross Revenue Statistics:						
Minimum	\$ 1,282,212		\$ 1,282,212		\$ 1,574,257	
Median	\$ 2,540,335		\$ 2,500,846		\$ 2,685,896	
Maximum	\$ 3,596,457		\$ 3,596,457		\$ 3,053,145	

1. "Adj. EBITDAR" and "Adj. EBITDA" are EBITDAR and EBITDA, respectively, plus grant income that was incremental to EBITDA (i.e., not reported in revenue).

2. These sums reflect average grant funding received by Centers. 26 of 46 Mature Franchise Centers received grant income.

3. The number of Centers that achieved or exceeded the Average EBITDAR.

4. We have included the regional presentation due to two significant factors. First, the rental expense makes up a larger percentage of franchisees' expenses in the Northeast. Second, the COVID-response restrictions and the impact on reduced occupancy/enrollment in the Northeast region had a measurable impact.

3.

Table 2(b)

DEVELOPING FRANCHISED CENTERS (OPEN 12-23 MONTHS)						
	TOTAL		NEW YORK & NEW JERSEY		ALL OTHER STATES	
	Average	% of Gross Revenue	Average	% of Gross Revenue	Average	% of Gross Revenue
Number of Centers	3		1		2	
Avg. Months Open	12		12		12	
Avg. Enrollment	57.9%		45.8%		63.9%	
Gross Revenue	\$ 1,885,711	100.0%	\$ 1,827,109	100.0%	\$ 1,915,012	100.0%
Payroll Expense	\$ 940,378	49.9%	\$ 860,331	47.1%	\$ 980,402	51.2%
Non-Payroll Expenses	\$ 530,985	28.2%	\$ 449,011	24.6%	\$ 571,972	29.9%
EBITDAR	\$ 414,348	22.0%	\$ 517,767	28.3%	\$ 362,639	18.9%
Rent, RE Taxes, & CAM	\$ 256,692	13.6%	\$ 318,659	17.4%	\$ 225,709	11.8%
EBITDA	\$ 157,656	8.4%	\$ 199,108	10.9%	\$ 136,929	7.2%
Adj. EBITDAR⁽²⁾	\$ 447,526	23.3%	\$ 517,767	28.3%	\$ 412,606	21.5%
Adj. EBITDA⁽²⁾	\$ 190,834	9.9%	\$ 199,108	10.9%	\$ 186,696	9.5%
Memo: Grant Income ⁽³⁾	\$ 33,178		\$ 0		\$ 49,767	
Centers Above Average⁽⁴⁾	2		0		1	
Centers Below Average⁽⁴⁾	1		0		1	
Gross Revenue Statistics:						
Minimum	\$ 1,394,698		\$ 1,827,109		\$ 1,394,698	
Median	\$ 1,827,109		\$ 1,827,109		\$ 1,915,012	
Maximum	\$ 2,435,325		\$ 1,827,109		\$ 2,435,325	

1. "Adj. EBITDA" and "Adj. EBITDA" are EBITDAR and EBITDA, respectively, plus grant income that was incremental to EBITDA (i.e., not reported in revenue).
2. These sums reflect average grant funding received by Centers. 1 of 3 Developing Franchise Centers received grant income.
3. The number of Centers that achieved or exceeded the Average EBITDAR.

TABLE NO. 5 PROJECTED OPENINGS AS OF DECEMBER 31, 2023

STATE	FRANCHISE AGREEMENTS SIGNED BUT FACILITIES NOT OPENED	PROJECTED FRANCHISED NEW FACILITIES IN THE NEXT FISCAL YEAR	PROJECTED COMPANY-OWNED FACILITIES OPENINGS IN NEXT FISCAL YEAR
COLORADO	1	0	0
FLORIDA	11	1	0
MARYLAND	2	0	0
MICHIGAN	1	0	0
<u>MINNESOTA</u>	<u>0</u>	<u>0</u>	<u>1</u>
NEW JERSEY	14	0	0
NEW YORK	3	1	0
NORTH CAROLINA	7	2	0
OHIO	7	0	0
PENNSYLVANIA	11	2	0
SOUTH CAROLINA	3	0	0
TENNESSEE	3	0	0
TEXAS	16	2	3
VIRGINIA	5	0	1
TOTAL	84	8	4

Attached as Exhibit G to this Disclosure Document is a list of all franchisees, including their address and telephone number (or their contact information if their Franchised Business is not yet open) as of the issuance date of this Disclosure Document.

Attached as Exhibit G to this Disclosure Document is the name, city, state and current business telephone number (or if unknown, the last known telephone number) of every franchisee who had a Franchised Business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document.

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

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. 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. During the last three fiscal years, we entered into one agreement with a confidentiality clause with current or former franchisees that would restrict them from speaking openly with you about their experience with us.

We created the Lightbridge Franchise Advisory Committee in August 2016. Vishal Awali, vajwani@lightbridgeacademy.com is the Chairman and Joanne Sofia, jsofia@lightbridgeacademy.com, is the Secretary.

<p><u>INDIANA</u> Franchise Section Indiana Securities Division Room E-111 302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681 Agent: Indiana Secretary of State Indiana Securities Division 201 State House Indianapolis, IN 46204</p>	<p><u>SOUTH DAKOTA</u> Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563 Agent: Director, Division of Insurance-Securities Regulation</p>
<p><u>MARYLAND</u> Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360 Agent: Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020</p>	<p><u>VIRGINIA</u> State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051 Agent: Clerk of the State Corporation Commission 1300 E Main St., 1st Fl. Richmond, VA 23219 Tel: (804) 371-9733</p>
<p><u>MICHIGAN</u> Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 670 Law Building Lansing, Michigan 48913 (517) 373-7177 Agent: Michigan Department of Commerce Corporations and Securities Bureau 6546 Mercantile Way Lansing, MI 48910</p>	<p><u>WASHINGTON</u> Director Washington Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504 Address for Service of Process: Washington Department of Financial Institutions, Securities Division 150 Israel Road SW Tumwater, Washington 98501 (360) 902-8760 Agent: Securities Administrator, Director of Department</p>
<p><u>MINNESOTA</u> Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1500 Agent: Minnesota Commissioner of Commerce</p>	<p><u>WISCONSIN</u> Securities Division of the Wisconsin Department of Financial Institutions 345 W. Washington Ave., 4th Floor Madison, Wisconsin 53703 (608) 266-8559 Agent: Wisconsin Commissioner of Securities</p>

EXHIBIT 7

DISCLOSURE QUESTIONNAIRE

As you know, Lightbridge Franchise Company, LLC (the “Franchisor”) and you are preparing to enter into a franchise agreement (the “Franchise Agreement”) for the establishment and operation of a Lightbridge Academy (the “Franchised Business”). Washington franchisees shall not complete this Questionnaire.

Please review each of the following questions and statements carefully and provide honest and complete responses to each.

Acknowledgments and Representations

1. Did you receive a copy of the Franchise Agreement with any unilateral material changes made by us at least seven calendar days prior to the date on which the Franchise Agreement was executed? Check one: Yes. No If no, please comment:

2. Did you receive a copy of Franchisor’s Franchise Disclosure Document (and all exhibits and attachments at least 14 calendar days prior to signing the Franchise Agreement or paying any consideration to the Franchisor (10 business days for Michigan; the earlier of 10 business days or the first personal meeting for New York; and the earlier of 14 calendar days or the first personal meeting for Iowa)? Check one: Yes. No If no, please comment:

3. Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing Franchised Business from an existing Franchisee? Check one: Yes No

4. You had your first face-to-face meeting with a Franchisor representative on _____ (please list the date).

obligations described herein); failure to comply with any Franchise Agreement or any other agreement between Developer or any of its affiliates and the Company, its parent, predecessor or affiliates or subsidiaries; fails to pay any sums owned to Franchisor, its affiliates, or approved vendors and suppliers; or if an unauthorized transfer is made or attempted to be made in violation of Section 7.2 hereof, or if Developer fails to open its Centers in accordance with the Development Schedule.

Upon such default, the Company shall have the right, in its sole discretion

6.2 to terminate this Agreement and all rights granted hereunder without affording Developer any opportunity to cure the default, effective immediately upon receipt by Developer of written notice.

6.3 Upon termination or expiration of this Agreement, Developer shall have no right to establish or operate any Franchised Businesses for which a Franchise Agreement has not been executed by the Company at the time of termination.

6.4 No right or remedy herein conferred upon or reserved to the Company is exclusive of any other right or remedy provided or permitted by law or equity.

7. TRANSFERS

7.1 Transfer by the Company:

The Company shall have the right to transfer, assign or delegate all or any part of its rights or obligations herein to any person or legal entity, Developer agrees hereby to consent to any such assignment and delegation and to execute any documents in connection therewith as reasonably requested by the Company. Any such assignment shall be binding upon and inure to the benefit of the Company's successors and assigns.

7.2 Transfer by Developer:

Developer understands and acknowledges that the rights and duties set forth in this Agreement are unique to Developer, and are granted in reliance on the business skill, financial capacity, and personal character of Developer or Developer's owners. If Developer is an individual, Developer shall have no right to transfer this Agreement, in whole or in part, without the prior written consent of the Company. Additionally, a sale, transfer or assignment requiring the prior written consent of the Company shall be deemed to occur: (i) if Developer is a corporation or limited liability company, upon any assignment, sale, pledge or transfer or increase in voting stock; or any increase in the number of outstanding voting shares which result in a change of ownership; or (ii) if Developer is a partnership, upon the assignment, sale, pledge or transfer of any partnership

**ADDENDUM TO THE FRANCHISE AGREEMENT, MULTI-UNIT OPERATOR
AGREEMENT AND DISCLOSURE DOCUMENT FOR THE STATE OF ILLINOIS**

This will serve as the State Addendum for the State of Illinois, for Lightbridge Franchise Company, LLC's Franchise Disclosure Document, for its Franchise Agreement, and its Multi-Unit Operator Agreement. The amendments included in this addendum have been agreed to by the parties.

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

2. Illinois law governs the Franchise Agreement.

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

4. Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

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

6. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.

**ADDENDUM TO THE FRANCHISE AGREEMENT AND THE DISCLOSURE
DOCUMENT FOR THE STATE OF MINNESOTA**

This will serve as the State Addendum for the State of Minnesota for Lightbridge Franchise Company, LLC's Franchise Disclosure Document and for its Franchise Agreement and Multi-Unit Operator Agreement. The amendments included in this addendum have been agreed to by the parties.

1. 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.

2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

3. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

4. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

5. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

6. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

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

Franchisee: _____ Date: _____

Franchisor: _____ Date: _____

ADDENDUM PURSUANT TO THE NEW YORK FRANCHISE LAW

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THE FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NYS DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NY 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FOR IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

- A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.
- B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
- D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document, Multi-Unit Operator Agreement and Franchise Agreement for Lightbridge Franchise Company, LLC for use in the Commonwealth of Virginia shall be amended as follows:

1. 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.
2. Additional Disclosure: The following statements are added to Item 17.h.

Pursuant to Section 13.1.564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

3. The Virginia State Corporation Commission’s Division of Retail Franchising requires us to escrow the Initial Franchise Fee and other initial payments owed by a franchisee until we have completed our pre-opening obligations to the franchisee. Franchisee will pay the Initial Franchise Fee and other initial payments into an escrow account (Account #313340115) with EagleBank (the “Depository”), and those funds will remain in escrow with the Depository, until all of our pre-opening obligations are complete (or in the case of an Area Development Agreement, the pre-opening obligations for the first Lightbridge Academy to be opened), and/or until otherwise ordered by Virginia State Corporation Commission’s Division of Retail Franchising or a court of competent jurisdiction.

Franchisee: _____ Date: _____

Franchisor: _____ Date: _____

WASHINGTON STATE ADDENDA TO THE FRANCHISE AGREEMENT, MULTI-UNIT OPERATOR AGREEMENT, FRANCHISE DISCLOSURE DOCUMENT, DISCLOSURE ACKNOWLEDGEMENT QUESTIONNAIRE AND OTHER RELATED AGREEMENTS

This is a Rider to the Franchise Agreement which is being executed concurrently with this rider, between Franchisor and Franchisee.

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

~~2.3. Accordingly, The Franchise Agreement table in Item 17(o) of and the Franchise Disclosure Document, and Section 10.1.7 of the Franchise Agreement will be are modified to be consistent with RCW 19.100.180(2), including that the Franchisor shall purchase the is required to purchase certain assets referenced in the statute at their fair market value (including goodwill in certain instances), at the time of the early expiration or termination or non-renewal of the Franchise, f the franchise, offset by any amounts owed by the franchisee to the franchisor.~~

~~3.4. 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.~~

~~4.5. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable. Accordingly, the release included in Items 17(c) and Item 17(m) of the FDD, does not apply to claims arising under the Franchise Investment Protection Act, chapter 19.100 RCW, or any rules or order adopted thereunder, in accordance with RCW 19.100.220(2).~~

~~5.6. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.~~

~~6.7. 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 provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

7.8. 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.

8. 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.

9. Item 1 of the Franchise Disclosure Document, regarding Franchisor’s referral program, is amended to state: “Franchisees who receive financial incentives to refer franchise prospects to franchisors may be required to register as franchise brokers under the laws of Washington.”

10. In accordance with RCW 19.100.180(1) and (2)(h), Section 15 of the Franchise Disclosure Document and Section 9.4 of the Franchise Agreement shall be revised to state that 1) Franchisor will only be liable for its own actions in the operation of the Center after the date of its exercise of the step-in rights stated in 9.4, and 2) that Franchisor’s step-in rights shall not be executed for a period longer than one (1) year, at which time, Franchisor reserves its rights to terminate the Franchise Agreement.

11. Franchisee’s and the Developer’s obligations to indemnify, defend, reimburse, and hold harmless referenced in Section 7.2 of the Franchise Agreement and Section 10.4 of the Multi-Unit Operator Agreement do not extend to liabilities caused by the Franchisor’s or the Indemnified Parties’ negligence, willful misconduct, strict liability, or fraud.

12. In accordance with RCW 19.100.180(2)(g) and RCW 19.100.220(2), the last sentence of Section 7.4.3 if the Franchise Agreement does not apply to in Washington.

13. Section 8 of the Franchise Agreement shall be modified to state that the Franchisor may not unreasonably withhold its consent to transfer.

14. In accordance with RCW 19.100.180(1) and 19.100.180(2)(h), Section 12.4 of the Franchise Agreement and Section 14.4 of the Multi-Unit Operator Agreement stating: “The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either party” shall not apply in Washington.

15. In accordance with RCW 19.100.180(2)(j) a franchisor may not terminate a franchise prior to expiration of its term except for good cause. Section 12.6 of the Franchise Agreement and Section 14.6 of the Multi-Operator Agreement stating: “[I]f any part of this Agreement relating to payments . . . or protection of the Proprietary Marks, or the Confidential Information . . . is declared invalid or unenforceable, then the Company at its option may terminate this Agreement immediately upon written notice” shall not be exercised unless in accordance with the stated statute.

16. In accordance with RCW 19.100.220(2) and RCW 19.100.190(3), Section 12.14 of the Franchise Agreement and Section 14.10 of the Multi-Unit Operator Agreement regarding a party’s right to recover only direct damages shall not apply in Washington.

17. In accordance with RCW 19.100.180(1), RCW 19.100.180(2)(g), and RCW 19.100.220(2), nothing in Section 12.17 obviates the duty of the Franchisor to deal with the franchisee in good faith under RCW 19.100.180(1) or limits the rights of the franchisee under the Franchise Investment Protection Act, Chapter 19.100 RCW.

18. Exhibit 3 to the Franchise Agreement—Personal Guaranty shall be revised to remove the following language: “Each guarantor acknowledges that he or she has read this personal guaranty, understands its terms, and guarantor would not sign this personal guaranty if guarantor did not understand and agree to be bound by its terms.”

19. Exhibit 6 to the Franchise Agreement—Form of Release shall be amended to state that the Agreement will not apply to claims arising under the Franchise Investment Protection Act, Chapter 19.100 RCW, or the rules adopted thereunder.

20. Exhibit 6 to the Franchise Agreement—Form of Release shall be revised to remove the following language: “Franchisee has either been advised by independent counsel before signing this or, acknowledging the need for independent counsel, knowingly waives any such review and advice.”

21. Exhibit 7 to the Franchise Agreement shall not apply in Washington.

22. Exhibit 8 to the Franchise Agreement—Consent to Transfer shall be revised to

a. Remove the following language: “ample time and opportunity to consult with advisors of their own choosing about the potential benefits and risks of entering into this Agreement.”

b. Section 3 of Exhibit 8 shall not apply to claims arising under the Franchise Investment Protection Act, Chapter 19.100 RCW, or the rules adopted thereunder.

c. Remove the following language: “the parties agree that, to the extent Franchisor suffers harm as a consequence of the striking of such provision or restriction, the other parties to this Agreement shall exercise best efforts to make Franchisor whole.”

d. Remove the following language: “no representation, agreement, warranties, or statement, oral or in writing, not contained herein, shall be of any force and effect against any party.”

23. Section 8.7 shall be modified to remove the following language: “Developer expressly acknowledges that the existence of any claims which Developer may have against the Company, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by the Company of the covenants in this Section 8.”

24. Section 15.1 of the Multi-Unit Operator Agreement shall not apply in Washington.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

FRANCHISOR

FRANCHISEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

2387 Terrapin Xing.
Jessup, MD 20794

Roshni and Himanshu Patel
16 Shelley Cir.
East Windsor, NJ 08520

Nishitkumar Patel*
12 Ellerdale Rd.
Fallasington, PA 19054

*Denotes multi-unit operator

FRANCHISEES WHO LEFT THE SYSTEM IN 2023

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

Transferred:

Vito & Vita Rizzo
Tony Hulak
1 Schlechtweg Way
Freehold, NJ 07728
732-303-9600

John Minnebo
1363 Naamans Creek Rd.,
Garnet Valley, PA 19060
610-364-2000

Terminated:

Alok Rai
153 West St.
Brooklyn, NY 11222
212-851-6161

~~Bindu M. Somana, Sushikshit Billa, Prashanth Sundaram
13612 Legacy Circle,
Apt F
Herndon VA 20171~~

~~Chris Esposito
26 Coggins Lane~~

~~West Orange, NJ 07052~~

~~Mihir & Miki Meswani
6 Ryan Court
Towaco, NJ 07082~~

~~Garfield Johnson
245 Montrose Avenue
South Orange, NJ 07079~~

~~Vivender Sodagum, Ashish Chokshi
Sri Kommineni
3 Holly Drive
Budd Lake, NJ 07828~~

~~Geary Stonesifer
3908 North Charles St APT 303
Baltimore, MD 21218~~

~~Amish Thakkar (FL) 76 Kennedy St.
Iselin NJ 08830~~

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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	<u>June 6, 2024</u> pending
<u>Florida</u>	<u>Effective</u>
<u>Illinois</u>	<u>pending</u>
Indiana	<u>June 21, 2024</u> pending
Maryland	<u>May 24, 2024</u> pending
Michigan	<u>Effective</u> pending
<u>Minnesota</u>	<u>pending</u>
New York	pending
<u>Utah</u>	<u>Effective</u>
Virginia	<u>April 29, 2024</u> pending
Washington	pending
<u>Wisconsin</u>	<u>April 19, 2024</u>

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

**RECEIPT
(FRANCHISOR'S COPY)**

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 Lightbridge Franchise Company, LLC ("Franchisor") offers you a franchise, Franchisor must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement or make a payment to us or an affiliate in connection with the proposed franchise sale. New York and Iowa require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days (14 calendar days for Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give 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 Franchisor 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate State agency identified in Exhibit A.

The Franchisor is Lightbridge Franchise Company, LLC, 116 Grand St., 2nd Fl., Iselin, New Jersey 08830, (732)-980-1900.

Issuance Date: April 17, 2024 (Effective dates of this Disclosure Document in states requiring registration can be found on the State Effective Date page).

The name, principal business address and telephone number of the franchise sellers offering the franchise are:

- Jim DiRuggeris, 116 Grand St., 2nd Fl., Iselin, New Jersey 08830, (732)-980-1900.
- Gigi Schweikert, 116 Grand St., 2nd Fl., Iselin, New Jersey 08830, (732)-980-1900.
- Amy Hudesman, 116 Grand St., 2nd Fl., Iselin, New Jersey 08830, (732)-980-1900.
- _____

Franchisor authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I have received a Franchise Disclosure Document dated April 17, 2024 that included the following Exhibits:

- Exhibit A - List of State Administrators/ Agents for Service of Process
- Exhibit B- Financial Statements
- Exhibit C - Franchise Agreement
- Exhibit D - Multi-Unit Operator Agreement
- Exhibit E - State Addenda to Franchise Disclosure Document
- Exhibit F- Lease Guaranty Agreement
- Exhibit G - List of Franchisees
- Exhibit H - Table of Contents – Operations Manual

Dated: _____

Prospective Franchisee

(Print Name)

Please execute and return this document immediately upon receipt via the method prescribed.