

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

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

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

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

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

ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

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

A. The Company, Our Predecessors and Affiliates

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

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

We have several affiliates disclosable in this Item 1:

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

Provision	Section in franchise or other agreement	Summary
q. Non-competition covenants during the term of the franchise	10.4	<p>You may not have any direct or indirect involvement in the operation of any Competing Business <u>(subject to applicable state law)</u>. A “Competing Business” is any business that provides (a) supplemental healthcare staff to institutional clients, such as hospitals, Medicare agencies, hospice agencies, assisted-living centers, nursing homes and clinics; (b) homecare services—whether comprehensive care services (including medical and non-medical care services), solely non-medical care services, or solely medical care services—to private-duty clients within their home or residence (the reference to “private-duty clients” means clients who receive care in their homes or other places of residence regardless of the nature of the payor for such care (e.g., a private individual, long-term care, commercial insurance, National Accounts payor, Medicare, Medicaid, etc.)); (c) case management and care management services; and/or (d) any other services, technology or devices, or products we may now or in the future authorize you to offer or sell in connection with the Agency’s operation. You also may not divert any business, client, or potential client of the Agency to any competitor or have any direct or indirect involvement in any oral or written statement or action that disparages us, our affiliates, our respective owners, directors, or officers, or the BrightStar Care Agency Program <u>(subject to applicable state law)</u>.</p>
r. Non-competition covenants after the franchise is terminated or expires	10.4	<p>No direct or indirect involvement in a Competing Business for 24 months (i) located at the premises of the former Agency, (ii) located or operating within the Protected Territory of the former Agency, (iii) located or operating within the protected territory of any other BrightStar Care Agency (whether owned by a franchisee, us, or our affiliates) in operation on the effective date of the expiration, non-renewal, termination, or transfer; or (iv) located or operating within a 25-mile radius of the outer boundaries of the protected territory of any other BrightStar Care Agency (whether owned by a franchisee, us, or our affiliates) in operation on the effective date of the expiration, non-renewal, termination, or transfer <u>(subject to applicable state law)</u>. You are also prohibited for 24</p>

Provision	Section in franchise or other agreement	Summary
		months from contacting any of our National Accounts, suppliers, or vendors in connection with your ownership, management, operation, maintenance of, engagement in, consulting with, or having any interest in any Competing Business <u>(subject to applicable state law)</u> .
s. Modification of agreement	8 and 19.3 10 of Standard Renewal Addendum 12 of Expansion Option Agreement	The Franchise Agreement (and Expansion Option Agreement) may not be modified except by a written agreement that you and we sign. We can modify or change the BrightStar Care Agency Program through changes in the Operations Manual and you are bound by the same.
t. Integration/ merger clause	23 12 of Expansion Option Agreement	Only the terms of the Franchise Agreement and other related written agreements (including the Expansion Option Agreement) are binding (subject to state law). Any representations or promises outside of the Franchise Agreement or this Disclosure Document may not be enforceable.
u. Dispute resolution by arbitration or mediation	14 14 of Expansion Option Agreement	Except for certain claims, all disputes must first be submitted to our senior executives for internal dispute resolution and, if not resolved, to a mediation hearing conducted according to the procedure stated in the Franchise Agreement. Mediation will be held at our offices. Disputes that cannot be resolved through mediation are resolved through arbitration.
v. Choice of forum	14.7 14 of Expansion Option Agreement	All arbitration is to take place at a suitable location that is within 10 miles of where we have our principal business address when the arbitration demand is filed (currently, Bannockburn, Illinois) (subject to state law). All litigation must be filed in the county and state where our headquarters is located at the time the action is filed (currently, Lake County, Illinois) (subject to state law).
w. Choice of law	21 14 of Expansion Option Agreement	Illinois law applies (subject to state law).

EXHIBIT D

TO BRIGHTSTAR FRANCHISING, LLC'S FRANCHISE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA

NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES

The following provision applies only to franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

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

**ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
FOR THE STATE OF CALIFORNIA**

1. The “Summary” column of Item 17(o) of the Franchise Disclosure Document, titled “Franchisor’s option to purchase franchisee’s business,” is amended to add the following language to the end of what now appears: “Under Section 14.3 of the Franchise Agreement, we also have the right (but no obligation) to buy the Agency’s business and related goodwill for a specific purchase price, and at our option to receive an assignment of the lease for the Agency’s premises, after the Franchise Agreement is terminated or expires (without renewal).”

2. The “Summary” column of Item 17(r) of the Franchise Disclosure Document, titled “Non-competition covenants after the franchise is terminated or expires,” is amended to add the following language to the end of what now appears: “Under Section 11.4 of the Franchise Agreement, you are subject to certain client/customer non-solicitation obligations after the Franchise Agreement is terminated or expires (without renewal) if we exercise our right to purchase the Agency’s business and related goodwill.”

**ADDENDUM TO THE FRANCHISE AGREEMENT
FOR CALIFORNIA FRANCHISEES**

This Addendum to the Franchise Agreement (“Franchise Agreement”) dated _____ between BrightStar Franchising, LLC (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into, the Franchise Agreement. This addendum is being signed because: (a) any of the franchise offer or sales activity occurred in California and you are a resident of California; or (b) your BrightStar Care Agency will be located in California.

2. The following language is added to the Franchise Agreement as new Section 14.3:

Upon our termination of this Agreement in compliance with its terms, your termination of this Agreement without cause in breach of this Agreement, or expiration of this Agreement (if we offer you the right to renew the franchise for the Franchised Business but you choose not to renew), we have the right (but no obligation), exercisable by giving you written notice before or within thirty (30) days after the effective date of termination or expiration, to purchase the Agency’s business and related goodwill (other than any goodwill we already own). We have the unrestricted right to assign this purchase option to a third party (including an affiliate), which then will have the rights and obligations described in this Section 14.3. We (or our designee) are entitled to all customary representations, warranties, and indemnities in our purchase, including representations and warranties regarding ownership and condition of, and title to, assets; liens and encumbrances on assets; validity of contracts and liabilities affecting the assets, contingent or otherwise; and indemnities for all actions, events, and conditions that existed or occurred in connection with the Agency before the closing of the purchase. You also agree (at our option) to assign to us (or our designee) the lease for the Agency’s premises or to enter into a sublease for the remainder of the lease term on the same terms (including renewal options) as the lease.

If we (or our designee) elect to purchase the Agency’s business and related goodwill under this Section 14.3, the purchase price will be equal to the greater of (a) one-and-one-half (1.5) multiplied by the Agency’s Adjusted EBITDA (defined below) during the twelve (12) full calendar months immediately preceding the effective date of termination or expiration of this Agreement and (b) One Thousand Dollars (\$1,000) for each active client of the Franchised Business as of the effective date of termination or expiration that is fully and effectively transferred and transitioned to us (or our designee) as part of our purchase.

“Adjusted EBITDA” means EBITDA (i.e., net income before interest, taxes, depreciation and amortization) plus adjustments for (1) nonrecurring related revenue or expense activities, (2) profit attributed to one-time or short-term business opportunities resulting from National Account participation or local contracts where business is not expected to continue for longer than twelve (12) months (short-term staffing that is other than COVID-specific staffing will not be used as an adjustment unless it represents more than 20% of the Agency’s trailing twelve (12)-month revenue, (3) add-backs for owner discretionary expenses and compensation that will not continue offset by fair-market replacement cost for the owner’s day-to-day participation, (4) client price adjustments that have not been fully reflected in trailing results, (5) business expense activities that are not fully

**ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF MARYLAND**

1. The following language is added to the end of the “Summary” sections of Item 17(c), titled **Requirements for franchisee to renew or extend**, and Item 17(m), titled **Conditions for franchisor approval of transfer**:

Any release required as a condition of renewal and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. The following language is added to the end of the “Summary” section of Item 17(h), titled **“Cause” defined – non-curable defaults**:

Termination upon insolvency might not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.), but we will enforce it to the extent enforceable.

3. The following language is added to the end of the “Summary” section of Item 17(v), titled **Choice of forum**:

; however, to the extent required by the Maryland Franchise Registration and Disclosure Law, but subject to your arbitration obligation, you may bring an action in Maryland.

4. The following language is added to the end of the “Summary” section of Item 17(w), titled **Choice of forum**:

Except for Federal Arbitration Act and other federal law, to the extent required by law, Maryland law applies.

5. The following language is added to the end of the chart in Item 17:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.

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

**ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR MARYLAND FRANCHISEES**

This Addendum to the Franchise Agreement (“Franchise Agreement”) dated _____ between BrightStar Franchising, LLC (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into, the Franchise Agreement. This Addendum is being signed because: (a) Franchisee is a resident of the State of Maryland; or (b) the BrightStar Care Agency will be located or operated in Maryland.

2. **RELEASES**. The following language is added to the end of Section 2.2, 12.4.9, and 12.7 of the Franchise Agreement:

; provided, however, that such general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. **CONSENT TO JURISDICTION**. The following sentence is added to the end of Section 15.7 of the Franchise Agreement:

Franchisee may, subject to its arbitration obligations, bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. **LIMITATIONS OF CLAIMS**. The following sentence is added to the end of Section 15.8 of the Franchise Agreement:

, except that any and all claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise.

5. **GOVERNING LAW**. The following sentence is added to the end of Section 22 of the Franchise Agreement:

However, to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

6. **ENTIRE AGREEMENT**. The following language is deleted from Section 24 of the Franchise Agreement:

You acknowledge that you are entering into this Agreement as a result of your own independent investigation of our franchised business and not as a result of any representations about us made by our owners, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement or any disclosure document, prospectus, or other similar document given to you.

**ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF MINNESOTA**

Risk Factor. The following risk factor is added to the “Special Risks to Consider About This Franchise” page:

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 spouse and your spouse’s marital and personal assets, perhaps including your house, at risk if your franchise fails.

Item 13, Additional Disclosure: The following statement is added to Item 13:

We will protect your right to use the Marks or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name to the extent required by Minn. Stat. Sec. 80C.12, Subd.1(g).

Notice of Termination. The following statement is added to Item 17:

With respect to franchises governed by Minnesota law, BrightStar Franchising, LLC will comply with Minnesota Statute § 80C.14, subdivisions 3, 4, and 5 which requires, except in certain specified cases, that you be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the Franchise Agreement.

Governing Law, Jurisdiction and Venue and Choice of Forum. The following statement is added to the cover page and Item 17:

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

General Release. The following language is added to the end of the chart in Item 17:

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

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

**ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR MINNESOTA FRANCHISEES**

This Addendum to the Franchise Agreement (“Franchise Agreement”) dated _____ between BrightStar Franchising, LLC (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Minnesota; (b) Franchisee is a resident of the State of Minnesota; and/or (c) the BrightStar Care Agency will be located or operated in the State of Minnesota.

2. The following sentence is added to the end of Sections 1.5 and 13:

With respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statute § 80C.14, subdivision 3, 4, and 5 which requires, except in certain cases, that Franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the Franchise Agreement.

3. The following sentence is added to the end of Sections 2.2, 12.4.9, and 12.7:

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

4. The following sentences are added to the end of Sections 15.3 and 15.8:

Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

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

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

FRANCHISOR:
BrightStar Franchising, LLC

FRANCHISEE:

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

**ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF NEW YORK**

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following language is added to the end of Item 3 of the Franchise Disclosure Document:

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

- A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
- B. No such party has pending actions, other than routine litigation incidental to the business, that are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud;

**ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR NEW YORK FRANCHISEES**

This Addendum to the Franchise Agreement (“Franchise Agreement”) dated _____ between BrightStar Franchising, LLC (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of New York; (b) Franchisee is a resident of the State of New York; and/or (c) the BrightStar Care Agency will be located or operated in the State of New York.

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

3. The following sentence is added to the end of Sections 2.2, 12.4.9, and 12.7:

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

4. The following language is added as Section 6.18 of the Franchise Agreement:

Franchisee’s responsibilities under New York Law are in no way lessened by entering into the Franchise Agreement. Notwithstanding any provision to the contrary in the Franchise Agreement, Franchisee retains:

- (i) ongoing responsibility and full legal authority over the operation and management of the Agency;
- (ii) ongoing responsibility for compliance with all statutory and regulatory requirements;
- (iii) authority to hire or fire Agency staff;
- (iv) control of the Agency’s books and records;
- (v) authority over the disposition of assets and the authority to incur liabilities on behalf of the Agency.

By entering into the Franchise Agreement, Franchisee has agreed to adopt and utilize the policies and procedures Franchisor has developed. Notwithstanding the foregoing, Franchisee retains the right and authority to adopt, amend, enforce, and implement policies and procedures regarding the operation of the Agency in order to ensure compliance with applicable licensing or permitting requirements.

**SUPPLEMENTAL ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR NEW YORK LHCSA FRANCHISEES**

This Addendum to the Franchise Agreement (“Franchise Agreement”) dated _____, between BrightStar Franchising, LLC (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

The following statements are added to the Franchise Agreement and supersede any inconsistent provisions appearing thereunder:

1. Franchisee’s responsibilities under New York Law are in no way lessened by entering into the Franchise Agreement. Notwithstanding any provision to the contrary in the Franchise Agreement, Franchisee retains:

- (i) ongoing responsibility and full legal authority over the operation and management of the agency;
- (ii) ongoing responsibility for compliance with all statutory and regulatory requirements;
- (iii) authority to hire or fire agency staff;
- (iv) control of the agency’s books and records;
- (v) authority over the disposition of assets and the authority to incur liabilities on behalf of the agency.

See 10 N.Y.C.R.R. § 766.9.

2. By entering into the Franchise Agreement, Franchisee has agreed to adopt and utilize the policies and procedures BrightStar has developed. Notwithstanding the foregoing, Franchisee retains the right and authority to independently adopt, amend, enforce and implement policies and procedures regarding the operation of the agency in order to ensure the provision of quality home care services and that the agency is operated in compliance with all applicable statutes and regulations. *See* 10 N.Y.C.R.R. § 766.9.

3. The policies, standards, procedures, manuals and other documents BrightStar has developed which relate to the operating standards, policies and procedures for the agency shall be available for inspection and copying by the New York State Department of Health (“DOH”) in accordance with DOH’s statutory and regulatory authority. Such documents, when received by DOH, shall be subject to the relevant provisions of the Freedom of Information Law including, if applicable, provisions relating to excepting from disclosure documents which are trade secrets or are maintained for the regulation of commercial enterprise which if disclosed would cause substantial injury to the competitive position of the subject enterprise. *See* 10 N.Y.C.R.R. § 766.9.

4. The Franchise Agreement approved by the New York State Commissioner of Health shall be the sole Franchise Agreement between BrightStar and Franchisee for the agency, or any

**ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
FOR THE STATE OF NORTH DAKOTA**

1. The “Summary” sections of Items 17(c) and 17(m) are amended by adding the following:

However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

2. The row entitled “Termination Damages” in Item 6 and the “Summary” section of Item 17(i) are amended by adding the following:

The Commissioner has determined termination or liquidated damages to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. However, we and you agree to enforce these provisions to the extent the law allows.

3. The “Summary” section of Item 17(r) is amended by adding the following:

Covenants not to compete such as those mentioned above generally are considered unenforceable in North Dakota. However, we will seek to enforce them to the extent enforceable.

4. The “Summary” section of Item 17(v) is amended by adding the following:

To the extent required by the North Dakota Franchise Investment Law, but subject to your arbitration obligations, you may bring an action in North Dakota.

5. The “Summary” section of Item 17(w) is amended by adding the following:

Except for federal law, North Dakota law applies.

6. The following language is added to the end of the chart in Item 17:

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

**ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR NORTH DAKOTA FRANCHISEES**

This Addendum to the Franchise Agreement (“Franchise Agreement”) dated _____ between BrightStar Franchising, LLC (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This addendum is being signed because: (a) Franchisee is a resident of the State of North Dakota and the BrightStar Care Agency that Franchisee will operate under the Franchise Agreement will be located or operated in North Dakota, or (b) any of the franchise offer or sales activity occurred in North Dakota.

2. The following sentence is added to the end of Sections 2.2, 12.4.9, and 12.7:

Any release executed will not apply to the extent otherwise prohibited by applicable law with respect to claims arising under the North Dakota Franchise Investment Law.

3. Section 11.4 of the Franchise Agreement is amended by adding the following:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, you acknowledge and agree that we intend to seek enforcement of these provisions to the extent allowed under the law.

4. The following language is added to the end of Section 14.2 of the Franchise Agreement:

The Commissioner has determined termination or liquidated damages to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. However, we and you agree to enforce these provisions to the extent the law allows.

5. The third sentence of Section 15.3 of the Franchise Agreement is amended to read as follows:

All proceedings, including the hearing, will be conducted in Chicago, Illinois or, at our option, at a suitable location that is within ten (10) miles of where we have our principal business address when the arbitration demand is filed, provided, however, that to the extent required by the North Dakota Franchise Investment Law (unless such a requirement is preempted by the Federal Arbitration Act), arbitration proceedings will be held at a site to which we and you agree.

6. The following language is added at the end of Section 15.7 of the Franchise Agreement:

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

EXHIBIT E

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

SUPPLEMENTAL DISCUSSION ON SPECIAL INDUSTRY LAWS

SUPPLEMENTAL DISCUSSION ON SPECIAL INDUSTRY LAWS

In addition to the information provided in Item 1 of the Franchise Disclosure Document, you should consider the following types of regulation that may apply to the ownership and operation of your Agency:

a. Licensure; Record Keeping

Most states have licensing, certification or registration requirements applicable to the services you will be providing as a BrightStar Care franchisee. You therefore may be required to become licensed as a home health agency, nurse staffing agency and/or employment agency and to comply with state law requirements, including the screening requirements of health care workers. Special training and competency requirements may apply, including with respect to infection control, abuse and neglect, patient confidentiality and the handling of client finances. You will need to maintain comprehensive policies and procedures describing how you perform these functions. You may also be required to maintain a leased office location and pay a licensing fee to the state agency responsible for enforcing these requirements. State licensing, certification, and registration statutes may require a minimum level of education or related work experience and/or the payment of a fee in order to obtain the license.

You may also be required to have a full-time registered nurse (RN) to comply with the regulations in your state governing nursing agencies and/or home health agencies. Some states impose restrictions on advertising, and conduct pre-licensure and/or complaint surveys of agencies' facilities. Fines and penalties may be levied for non-compliance. You should inquire about any applicable laws and your corresponding obligations and cost of compliance.

Some states may also have specific record-keeping or other requirements for health care providers. In addition, almost all states prohibit the use or disclosure of individual's health information for purposes other than treatment, payment or internal health care operations. Civil and criminal fines or penalties may be imposed for the unauthorized use of health or financial information, and state authorities may impose remediation measures in the event of breaches of information security. You will be responsible for investigating and complying with any such laws that may apply in your territory.

b. Anti-Kickback Laws

Certain provisions of the Social Security Act, commonly referred to as the "Anti-Kickback Statute," prohibit the offer, payment, solicitation or receipt of any form of remuneration either in return for the referral of patients or patient care opportunities paid in whole or in part by a federal health care program, including but not limited to Medicare, Medicaid, and the VA, or in return for the recommendation, arrangement, purchase, lease or order of items or services paid in whole or in part by a federal health care program, including VA benefits.

The Anti-Kickback Act is broad in scope and has been broadly interpreted by courts in many jurisdictions. Violation of the Act constitutes a felony punishable by a maximum fine of \$25,000, imprisonment up to five years, or both. Conviction will also lead to automatic exclusion from federal health care programs, including the VA.

EXHIBIT F
TO BRIGHTSTAR FRANCHISING, LLC'S
FRANCHISE DISCLOSURE DOCUMENT
FINANCIAL STATEMENTS

EXHIBIT G

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

**MICROSOFT DYNAMICS GP SOFTWARE
AGREEMENT TO BE BOUND**

Microsoft Dynamics GP Software

Agreement to be Bound

Reference is hereby made to that certain Dynamics GP Franchisee Addendum between Microsoft Corporation and BrightStar Franchising, LLC (the “Addendum”) and the Microsoft Dynamics GP Software License Terms referred to in the Addendum (the “License Terms”), copies of each of which are attached to this Addendum as Attachment A.

The undersigned hereby agrees (1) that his/her/their right to use and access the software referred to in the Addendum and the License Terms is conditioned on his/her/their execution and delivery of this Agreement to be Bound and (2) to be bound by all terms and conditions of each of the Addendum and the License Terms that are applicable to “additional affiliates” or any “additional affiliate”. This Agreement to be Bound will inure to the benefit of Microsoft Corporation and BrightStar Franchising, LLC and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has/have duly signed this Agreement to be Bound as of the date identified below.

Dated: _____

By: _____
[type name]

By: _____
[type name]

By: _____
[type name]

RELEASE OF CLAIMS
THIS FORM IS SUBJECT TO CHANGE OVER TIME

For and in consideration of the agreements and covenants described below, BrightStar Franchising, LLC (“we”, “us” or “our”) and _____ (“you” or “your”) enter into this Release of Claims (“Agreement”).

RECITALS

- A. We and you entered into a BrightStar Franchising, LLC Agency Franchise Agreement dated _____.
- B. [NOTE: Describe the circumstances relating to the release.]
- C. Subject to and as addressed with greater specificity in the terms and conditions identified below, we and you now desire to settle any and all disputes that may exist between them relating to the Franchise Agreement.

AGREEMENTS

1. **Consideration.** [NOTE: Describe the consideration paid.]
- 2-3. [NOTE: Detail other terms and conditions of the release.]
4. **Release of Claims by Franchisor.** In consideration of, and only upon full payment of \$ _____ to us, and the other terms and conditions of this Agreement, the receipt and sufficiency of which are hereby acknowledged, we, for ourselves and for each of our affiliated corporations, subsidiaries, divisions, insurers, indemnitors, attorneys, successors, and assigns, together with all of our past and present directors, officers, employees, attorneys, agents, assigns and representatives do hereby release and forever discharge you and each of your heirs, executors, successors, and assigns of and from any and all actions, suits, proceedings, claims (including, but not limited to, claims for attorney’s fees), complaints, judgments, executions, whether liquidated or unliquidated, known or unknown, asserted or unasserted, absolute or contingent, accrued or not accrued, disclosed or undisclosed, related to the Franchise Agreement. This release does not release you from any obligations you may have under this Agreement.
5. **Release of Claims by Franchisee.** In consideration of the other terms and conditions of this Agreement, the receipt and sufficiency of which are hereby acknowledged, you, for yourself and for each of your heirs, executors, administrators, insurers, attorneys, agents, representatives, successors, and assigns, do hereby release and forever discharge us and each of our respective affiliated corporations, subsidiaries, divisions, insurers, indemnitors, attorneys, successors, and assigns, together with all of our past and present directors, officers, employees, attorneys, agents, assigns and representatives in their capacities as such, of and from any and all actions, suits, proceedings, claims (including, but not limited to, claims for attorney’s fees), complaints, charges, judgments, executions, whether liquidated or unliquidated, known or unknown, asserted or unasserted, absolute or contingent, accrued or not accrued, related to the Franchise Agreement.

[The following is additional language for California-based franchisees – remove for all other states]

Each party granting a release acknowledges a familiarity with Section 1542 of the Civil Code of the State of California, which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

MICROSOFT ENTERPRISE PACKAGE ADDENDUM TO BRIGHTSTAR FRANCHISING, LLC AGENCY FRANCHISE AGREEMENT

This addendum (the “Addendum”) to the BrightStar Franchising, LLC Agency Franchise Agreement is made and entered into as of _____ (the “Execution Date”) by and between BrightStar Franchising, LLC, an Illinois limited liability company with its principal place of business at 2275 Half Day Road, Suite 210, Bannockburn, IL 60015 (“we,” “us,” or “our”), and **BUSINESS NAME IN FA**, with an address at **CURRENT BUSINESS ADDRESS** (“you” or “your”).

BACKGROUND

A. On _____, 20____, the parties entered into a BrightStar Franchising, LLC Agency Franchise Agreement and subsequent amendments thereto (collectively, the “Franchise Agreement”) pursuant to which you were granted the right to open and operate a BrightStar Care agency in the Protected Territory defined in Exhibit A to the Original Franchise Agreement (the “Agency”).

B. Upon creation of your owner’s BrightStar email accounts(s), you will be setup with an equal number of Microsoft’s Enterprise Office 365 E1 suite seats, which include web and mobile versions of Microsoft Office applications, email (50GB mailbox), and One Drive (1TB of storage) (collectively, the “Microsoft Package”). If you own and operate more than one Agency, your owners will not be required to purchase an additional Microsoft Package for each subsequent Agency. Optional seats for additional users are available upon request.

C. All capitalized terms not defined in this Addendum have the meanings ascribed to them in the Franchise Agreement. To the extent the terms of this Addendum are inconsistent with any terms of the Franchise Agreement, the terms of this Addendum will supersede and govern.

D. The parties wish to amend the terms of the Franchise Agreement pursuant to the terms and conditions of this Addendum.

AGREEMENT

NOW THEREFORE, in consideration of the agreements, covenants and promises contained in this Addendum and the Franchise Agreement, and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation**. The “Background” provisions above are incorporated into and made a part of this Addendum by this reference.

2. By execution of this Addendum, you acknowledge and agree beginning the month you are provided the Microsoft Package you will be charged \$14.50 per user per month based on active Microsoft Package users during the prior month. If your account for billing ACH is not established at the time the Microsoft Package is active, you will be retroactively billed as of the Opening Date of the Agency. The \$14.50 per user per month is not prorated. (e.g., whether you

**MEDIUM DENSITY MARKET ADDENDUM TO
BRIGHTSTAR FRANCHISING, LLC AGENCY FRANCHISE AGREEMENT**

This addendum (the “Addendum”) to the BrightStar Franchising, LLC Agency Franchise Agreement is made and entered into as of _____ (the “Execution Date”) by and between BrightStar Franchising, LLC, an Illinois limited liability company with its principal place of business at 2275 Half Day Road, Suite 210, Bannockburn, IL 60015 (“we,” “us,” or “our”), and _____ with an address at _____ (“you” or “your”). All capitalized terms not defined in this Addendum have the meanings ascribed to them in the Franchise Agreement (as defined below). This Addendum is effective on the date BrightStar signs below (the “Effective Date”).

BACKGROUND

A. On our about _____, the parties entered into a BrightStar Franchising, LLC Agency Franchise Agreement (the “Primary Franchise Agreement”) pursuant to which you were granted the right and undertook the obligation to open and operate a BRIGHTSTAR® agency (the “Primary Agency”) in the Protected Territory defined therein.

B. Concurrently with the execution of this Addendum, the parties are signing an additional BrightStar Franchising, LLC Agency Franchise Agreement (the “Franchise Agreement”), to which this Addendum is attached, pursuant to which you are being granted the right and undertake the obligation to open and operate a BRIGHTSTAR® agency (the “Agency”) in the Protected Territory defined in Exhibit A.

C. The Franchise Agreement relates to a Medium Density Market, and you agree to comply with the obligations set forth in the Franchise Agreement and this Addendum in connection with the Medium Density Market territory. Franchisees who operate their franchises in a Medium Density Market territory must continue the operation of their Primary Agency in order to retain their franchise rights with respect to their Medium Density Markets.

D. You understand that your right to continue operating the Agency as a Medium Density Market agency, and to retain your franchise rights for the Agency, depend on the continued operation of your Primary Agency (in light of the waivers and incentives described herein and in our Operations Manual upon which the Agency may rely as a result of the Primary Agency’s operation). The termination or expiration of the Primary Franchise Agreement for the Primary Agency will result in the automatic and concurrent termination or expiration of the Agency’s Franchise Agreement, including this Addendum.

E. The parties agree to amend the Franchise Agreement pursuant to the terms and conditions below.

**SMALL TERRITORY ADDENDUM TO
BRIGHTSTAR FRANCHISING, LLC AGENCY FRANCHISE AGREEMENT**

This addendum (the “Addendum”) to the BrightStar Franchising, LLC Agency Franchise Agreement is made and entered into as of _____ (the “Execution Date”) by and between BrightStar Franchising, LLC, an Illinois limited liability company with its principal place of business at 2275 Half Day Road, Suite 210, Bannockburn, IL 60015 (“we,” “us,” or “our”), and _____ with an address at _____ (“you” or “your”). All capitalized terms not defined in this Addendum have the meanings ascribed to them in the Franchise Agreement (as defined below). This Addendum is effective on the date BrightStar signs below (the “Effective Date”).

BACKGROUND

F. Concurrently with the execution of this Addendum, the parties are signing a BrightStar Franchising, LLC Agency Franchise Agreement (the “Franchise Agreement”), to which this Addendum is attached, pursuant to which you are being granted the right and undertake the obligation to open and operate a BRIGHTSTAR® agency (the “Agency”) in the Protected Territory defined in Exhibit A.

G. The Franchise Agreement relates to a “Small” Territory, and you agree to comply with the obligations set forth in the Franchise Agreement and this Addendum in connection with the Protected Territory.

H. The parties agree to amend the Franchise Agreement pursuant to the terms and conditions below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual agreements, covenants and promises contained in this Addendum and for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Section 1.5 Performance Standards. Section 1.5 of the Franchise Agreement is amended to read as follows:

Beginning the first twelve (12) months of operations after the Minimum Start Date, your monthly performance must meet or exceed the following “Monthly Performance Standards.” Your Minimum Start Date (“MSD”) will be the Opening Date (defined as the earlier of the date of your first billing or 150 days after signing this Agreement). You are initially required to obtain whatever licensure may be required to perform Companion and Personal in-home care services in your state. In states where it may take longer than 150 days to obtain the license to perform those services, the Minimum Start Date will be the Monday following the receipt of licensure which enables you to perform Companion and Personal in-home care services. You must diligently and actively pursue all licenses to enable you to perform the fullest extent of the BrightStar business

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If BrightStar Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale.

Michigan requires that BrightStar Franchising, LLC gives you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If BrightStar Franchising, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

The franchisor is BrightStar Franchising, LLC, located at 2275 Half Day Road, Suite 210, Bannockburn, IL 60015. Its telephone number is (877) 689-6898.

Issuance Date: April 1, 2026

The name, principal business address, and telephone number of each franchise seller offering the franchise:

The BrightStar Franchising, LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I have received the April 1, 2026 Franchise Disclosure Document. This Disclosure Document included the following Exhibits: A – List of Administrators and Agents for Service of Process; B – Franchise Agreement (Including Appendices and Addenda); C – Table of Contents for Operations Manual; D – State Addenda; E – Supplemental Discussion on Special Industry Laws; F – Financial Statements; G – Microsoft Dynamics GP Software Agreement to be Bound; H – List of Franchisees; I -- Release of Claims; J -- Microsoft Enterprise Package Addendum; K-1 – Medium Density Market Addendum; K-2 – Small Territory Addendum; L – Expansion Option Agreement; M – Receipts.

Date: _____

Signed: _____

Print Name: _____

Address: _____

City: _____ State _____

Phone () _____ Zip _____

Date: _____

Signed: _____

Print Name: _____

Address: _____

City: _____ State _____

Phone () _____ Zip _____

Summary report:	
Litera Compare for Word 11.13.0.54 Document comparison done on 4/24/2026 12:18:34 PM	
Style name: GT-3 - Headers and footers included, no moves, no comments	
Intelligent Table Comparison: Active	
Original DMS: iw://dmsamericas.gtlaw.com/active/718470233/6 - BrightStar - 2026 Franchise Disclosure Document.docx	
Modified DMS: iw://dmsamericas.gtlaw.com/active/718470233/7 - BrightStar - 2026 Franchise Disclosure Document.docx	
Changes:	
Add	68
Delete	62
Move From	0
<u>Move To</u>	0
Table Insert	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	130