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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): October 11, 2024**

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**BrightSpring Health Services, Inc.**

(Exact name of Registrant as Specified in Its Charter)

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-41938**  
(Commission File Number)

**82-2956404**  
(IRS Employer  
Identification No.)

**805 N. Whittington Parkway**  
**Louisville, Kentucky**  
(Address of Principal Executive Offices)

**40222**  
(Zip Code)

**Registrant's Telephone Number, Including Area Code: 502-394-2100**

**Not Applicable**

(Former Name or Former Address, if Changed Since Last Report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Securities registered pursuant to Section 12(b) of the Act:**

| Title of each class                      | Trading<br>Symbol(s) | Name of each exchange on which registered |
|--|----------------------|---|
| Common Stock, par value \$0.01 per share | BTSG                 | The Nasdaq Stock Market LLC               |
| 6.75% Tangible Equity Units              | BTSGU                | The Nasdaq Stock Market LLC               |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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## **Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

### **Departure of Officer**

As of October 11, 2024, Steven S. Reed, the Chief Legal Officer and Corporate Secretary of BrightSpring Health Services, Inc. (the “Company”), has made the decision to retire from his position after over twenty years of service with the Company, first as a director, and the final eleven years as Chief Legal Officer. Mr. Reed will continue his employment in providing legal services in a different role and capacity and to ensure a smooth transition of his duties and responsibilities. The Company has commenced a search process to identify a successor to Mr. Reed.

### **Reed Transition Agreements**

In connection with Mr. Reed’s retirement, Mr. Reed and the Company have agreed to (i) amend and restate his current employment agreement with ResCare, Inc., an affiliate of the Company (“ResCare”), to govern the period of his continued employment in the role of senior legal counsel to the Company from the effective date of his retirement, October 11, 2024, through March 31, 2025 (the “A&R Employment Agreement”) and (ii) entered into that certain Special Retention Agreement, dated as of October 11, 2024 (to the extent this agreement becomes effective and is not revoked in accordance with its terms) (the “Retention Agreement”). Pursuant to the terms of the A&R Employment Agreement, effective October 1, 2024, Mr. Reed is no longer eligible for any compensation and/or benefits other than a monthly base salary of \$20,000, less applicable taxes and withholdings.

In addition, the A&R Employment Agreement provides that Mr. Reed will be subject to confidentiality restrictions, and further provides that, during his employment and for 12 months following the cessation of his employment, Mr. Reed will be subject to non-competition and non-solicitation restrictions. The A&R Employment Agreement also provides for, subject to approval of the Board and the compensation committee of the Board and in the event Mr. Reed’s employment is terminated without cause or Mr. Reed resigns for good reason, the accelerated vesting of certain of his unvested stock options and unvested restricted stock units that were issued to Mr. Reed in connection with the Company’s initial public offering.

Subject to Mr. Reed’s timely execution and non-revocation of the Retention Agreement, the Retention Agreement provides for the following:

- payment of an aggregate \$181,018 in a lump sum within 90 days of the effective date of the release therein;
- as additional consideration for forfeiture of any payment pursuant to the 2024 short term incentive compensation plan, payment of an aggregate \$271,412 (representing Mr. Reed’s pro-rata amount assuming achieving target at 100%) in a lump sum in calendar year 2025; and
- up to six (6) months of continued payment of the employer portion of Mr. Reed’s COBRA coverage premiums.

In addition, so long as Mr. Reed remains employed by ResCare until March 31, 2025 or such earlier date as his employment is terminated by ResCare without Cause or he resigns for Good Reason (as such terms are defined in the A&R Employment Agreement) or his death, with such date being the date Mr. Reed shall be deemed to have resigned from ResCare (the “Termination Date”) and timely executes and returns to ResCare the reaffirmation of a release agreement which is not subsequently revoked, he will also be entitled to the following:

- payment of an aggregate \$724,032 in equal installments over a period of twenty-four (24) months following the Termination Date;
- up to twelve (12) months of continued payment of the employer portion of Mr. Reed’s COBRA coverage premiums following the Termination Date; and
- the extension of the exercise period of Mr. Reed’s vested stock options to December 31, 2027 and the extension of the vesting period of Mr. Reed’s unvested performance-based stock options to March 31, 2026.

The foregoing summaries of the A&R Employment Agreement and Retention Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the A&R Employment Agreement and Retention Agreement, which are filed as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

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**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

| <b>Exhibit No.</b> | <b>Description</b>  |
|--------------------|---|
| 10.1               | <a href="#"><u>Amended and Restated Employment Agreement, dated as of October 11, 2024, by and between Res-Care, Inc. and Steven S. Reed.</u></a> |
| 10.2               | <a href="#"><u>Special Retention Agreement, dated as of October 11, 2024, by and between Res-Care, Inc. and Steven S. Reed.</u></a>               |
| 104                | Cover Page Interactive Data File (embedded within the Inline XBRL document).  |

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

BRIGHTSPRING HEALTH SERVICES, INC.

Date: October 11, 2024

By: /s/ Jennifer Phipps

Name: Jennifer Phipps

Title: Chief Accounting Officer

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**AMENDED AND RESTATED**  
**EMPLOYMENT AGREEMENT**

**THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT** (“Employment Agreement”) is made as of October 11, 2024, between **Res-Care, Inc.**, a Kentucky corporation (the “Company”), and **Steven S. Reed** (the “Employee”).

**RECITALS:**

WHEREAS, the Company and Employee previously entered into that certain Employment Agreement effective April 15, 2013, as amended on May 1, 2014 (the “Prior Agreement”);

WHEREAS, the Employee notified the Company of his desire to enter into a new employment agreement which will supersede and replace the Prior Agreement; and

WHEREAS, the Company and the Employee have reached agreement on the terms and conditions of such agreement;

**AGREEMENT:**

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein, the parties agree as follows:

**1. Employment and Term.** The Company hereby employs the Employee, and the Employee accepts such employment as an at-will employee and, upon the terms and conditions herein set forth for a term commencing on the date hereof (such date, the “Commencement Date”), and ending on March 31, 2025, subject to earlier termination by either party for any reason or no reason (“Term”).

**2. Duties.**

**a. Employment as Senior Legal Counsel.** During the Term, the Employee shall serve as the Senior Legal Counsel of the Company and its affiliates. During the Term, subject to the supervision and control of the President and Chief Executive Officer of the Company (the “President”), or his designee, the Employee shall have the duties, responsibility, and authority set out on Exhibit A; provided, Employee shall not be obligated to follow any unlawful directions of the Chief Executive Officer. The Employee shall perform such additional duties as may be prescribed from time to time by the President or his designee; including without limitation, serving as an officer or director of the Company and its affiliates, if elected to such positions, without any additional salary or compensation. The Employee may be a “named executive officer” for the purpose of the Company's public filings under the securities laws. As such, Employee acknowledges and accepts responsibility, with other “named executive officers” of the Company and other officers and employees of the Company, to ensure the Company's public filings adequately

satisfy all disclosure requirements. In addition, Employee acknowledges that Employee's biography, qualifications and compensation will be disclosed in such public filings.

b. Time and Effort. The Employee shall devote Employee's best efforts to the business of the Company and its affiliates during the Term; provided, however, that subject to the restrictions in Section 7 hereof as well as any other agreements, plan or policies to which the Employee is bound or subject and Employee's legal and ethical obligations (including the applicable rules of professional conduct), the parties acknowledge that nothing in this Employment Agreement shall prohibit the Employee from performing work for other entities during the Term; subject to Employee's prior notification to the President and the President's approval (which approval shall not be unreasonably withheld and ultimate decision be given within one (1) week of President's receipt); provided, further, Employee performs all duties and responsibilities in a timely manner consistent with this Employment Agreement. Additionally, the Employee may (i) invest Employee's personal assets in such form or manner as will not require Employee's services in the operation of the affairs of the entities in which such investments are made and (ii) subject to satisfactory performance of the duties described in Section 2(a) hereof, devote such time as may be reasonably required for Employee to continue to maintain Employee's current level of participation in various civic and charitable activities. During the Term, it is anticipated that Employee will perform approximately sixty (60) hours of services per month for the Company and its affiliates, and the Employee may work on a remote basis, except as reasonably necessary to perform services. Employee agrees that such hours shall not include any travel time and shall only include time actually providing substantive services to the Company and its affiliates.

c. Employee Certification of Eligibility. Not less frequently than annually and upon the termination of the Employee's employment hereunder for any reason other than Employee's death, the Employee shall execute and deliver to the President and/or any other authorized officer designated by the Company a certificate (BrightSpring Health Services Annual Employment Re-Certification Eligibility Form) confirming, to the best of the Employee's knowledge; that the Employee remains eligible for employment with the Company. This same certificate will certify that the Employee has complied with applicable laws, regulations and Company policies regarding the provision of services for clients and billings to its paying agencies, Company policies on training, Drug and Alcohol-Free Program, Prohibition of Harassment, Affirmative Action Equal Employment Opportunity and Violence in the Workplace. This statement shall state that the Employee is not aware of any such violation by other employees, independent contractors, vendors, or other individuals performing services for the Company and its subsidiaries that they did not report as appropriate.

### **3. Compensation and Benefits.**

a. **Base Salary.** The Company shall pay to the Employee during the period beginning October 1, 2024 and continuing for the remainder of the Term salary (the “Base Salary”), which shall be a gross amount of \$20,000.00 per month, less applicable taxes and withholdings. The Base Salary shall be due and payable in substantially equal semi-monthly installments or in such other installments as may be necessary to comport with the Company's normal pay periods for all employees.

b. **Special Retention Arrangements.** In consideration for entering into this Agreement which includes, among other additional terms and obligations, restrictive covenants terms and conditions beyond the scope and limitations of those otherwise provided under the terms of the Prior Agreement, Company has agreed to enter into that certain Special Retention Agreement attached hereto as Appendix A and effective on the same date herewith with the Employee (the “Special Retention Agreement”) and to make the payments and provide the benefits set forth therein.

c. **Incentive Bonus.** For the avoidance of doubt, except as otherwise set forth in the Special Retention Agreement, the Employee will not be eligible for any bonus.

d. **Equity.** For purposes of clarity, the Employee will not be entitled to any new equity grants in connection with his services under this Employment Agreement. Any outstanding equity grants held by Employee as of the date hereof shall be treated as set forth in the applicable equity grant agreement, as amended by the Special Retention Agreement.

e. **Participation in Benefit Plans.** During the Term, Employee shall be entitled to participate in all employee welfare and pension benefit plans and programs (including but not limited to retirement and profit sharing plans, health insurance, etc.) provided by the Company under which the Employee is eligible in accordance with the terms of such plans and programs, subject to all applicable and customary waiting and vesting periods or as otherwise set forth in the Special Retention Agreement. Notwithstanding the foregoing, due to the limited nature of the services being provided by the Employee, the Employee agrees that the Employee shall not be entitled to vacation or paid time off.

f. Out-of-Pocket Expenses. The Company shall promptly pay the ordinary, necessary and reasonable expenses incurred by the Employee in the performance of the Employee's duties hereunder (or if such expenses are paid directly by the Employee shall promptly reimburse Employee for such payment), consistent with the reimbursement policies adopted by the Company from time to time and subject to the prior written approval by the President. Any reimbursements made under this Section 3(e) will be paid no later than the last day of the Employee's taxable year following the taxable year in which the expense is incurred or, if earlier, within thirty (30) days of the Date of Termination.

g. Withholding of Taxes; Income Tax Treatment. If, upon the payment of any compensation or benefit to the Employee under this Employment Agreement (including, without limitation, in connection with the grant of any stock options or payment of any bonus or benefit), the Company determines in its discretion that it is required to withhold or provide for the payment in any manner of taxes, including but not limited to, federal income or social security taxes, state income taxes or local income taxes, the Employee agrees that the Company may satisfy such requirement by:

(i) withholding an amount necessary to satisfy such withholding requirement from the Employee's compensation or benefit; or

(ii) conditioning the payment or transfer of such compensation or benefit upon the Employee's payment to the Company of an amount sufficient to satisfy such withholding requirement.

The Employee agrees that Employee will treat all of the amounts payable pursuant to this Employment Agreement as compensation for income tax purposes.

**4. Termination.** The Employee's employment hereunder may be terminated under this Employment Agreement as follows:

a. Death. The Employee's employment hereunder shall terminate upon Employee's death.

b. Disability. The Employee's employment shall terminate hereunder at the earlier of (i) immediately upon the Company's determination (conveyed by a Notice of Termination (as defined in paragraph (g) of this Section 4)) that the Employee is permanently disabled, and (ii) the Employee's absence from Employee's duties hereunder for 180 days. "Permanent disability" for purposes of this Employment Agreement shall



mean the onset of a physical or mental disability which prevents the Employee from performing the essential functions of the Employee's duties hereunder, which is expected to continue for 180 days or more, subject to any reasonable accommodation required by state and/or federal disability anti-discrimination laws, including, but not limited to, the Americans With Disabilities Act of 1990, as amended.

c. Cause. The Company may terminate the Employee's employment hereunder for Cause. For purposes of this Employment Agreement, the Company shall have "Cause" to terminate the Employee's employment because of the Employee's personal dishonesty, intentional misconduct, breach of fiduciary duty involving personal profit, substantial failure to perform Employee's duties hereunder, conviction of, or plea of nolo contendere to, any law, rule or regulation (other than traffic violations or similar offenses) or breach of any provision of this Employment Agreement. Notwithstanding the foregoing, a breach of this Employment Agreement or failure to perform duties shall not constitute Cause unless the Company gives the Employee written notice that such event constitutes Cause, and the Employee thereafter fails to cure such event (to the extent that such event is curable) within ten (10) days after receipt of such notice.

d. Without Cause. The Company may terminate the Employee's employment under this Employment Agreement at any time without Cause (as defined in paragraph (c) of this Section 4) by delivery of a Notice of Termination specifying a date of termination at least thirty (30) days following delivery of such notice.

e. Voluntary Termination without Good Reason. By not less than thirty (30) days prior written notice to the President, Employee may voluntarily terminate Employee's employment hereunder without Good Reason (as defined in paragraph (f) of this Section 4).

f. Voluntary Termination for Good Reason. Employee may voluntarily terminate Employee's employment hereunder for Good Reason. "Good Reason" means: (i) a material adverse alteration in Employee's authorities, duties, or responsibilities from those set forth in Exhibit A; (ii) a requirement, without the Employee's consent, to move the Employee's principal office location more than fifty (50) miles from the location of the Company's executive offices as of the Commencement Date; (iii) the adjustment of the Base Salary to an amount lower than was in effect immediately prior to such adjustment; or (iv) the breach in any material respect by the Company of any of its obligations or agreements set forth herein. Notwithstanding the foregoing, the Employee must provide the Company thirty (30) days' prior written notice setting forth in reasonable specificity the event that constitutes Good Reason, which written notice, to be effective, must be

provided to the Company within ninety (90) days following the initial existence of such condition. During such thirty (30)-day notice period, the Company shall have a cure right (if curable), and if not cured within such period, the Employee's termination will be effective upon the sixtieth (60th) day following the date the Employee provided written notice to the Company, unless otherwise agreed by the Employee and the Company.

g. Notice of Termination. Any termination of the Employee's employment by the Company during the Term pursuant to paragraphs (b), (c) or (d) of this Section 4 shall be communicated by a Notice of Termination from the Company to the Employee. Any termination of the Employee's employment by the Employee during the Term pursuant to paragraphs (e) or (f) of this Section 4 shall be communicated by a Notice of Termination from Employee to the Company. For purposes of this Employment Agreement, a "Notice of Termination" shall mean a written notice which shall indicate the specific termination provision in this Employment Agreement relied upon and in the case of any termination for Cause shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Employee's employment.

h. Date of Termination. The "Date of Termination" shall, for purposes of this Employment Agreement, mean: (i) if the Employee's employment is terminated by Employee's death, the date of Employee's death; (ii) if the Employee's employment is terminated on account of disability pursuant to Section 4(b) above, thirty (30) days after Notice of Termination is given (provided that the Employee shall not, during such 30-day period, have returned to the performance of Employee's duties on a full-time basis), (iii) if the Employee's employment is terminated by the Company for Cause pursuant to Section 4(c) above, the date specified in the Notice of Termination, (iv) if the Employee's employment is terminated by the Company without Cause, pursuant to Section 4(d) above, the date specified in the Notice of Termination, and (v) if the Employee's employment is terminated voluntarily with or without Good Reason pursuant to Section 4(e) or 4(f) above, the date specified in the Notice of Termination.

Provided that; for purposes of the timing of payments triggered by the Date of Termination under the Special Retention Agreement, Date of Termination shall not be considered to have occurred until the date the Employee and the Company reasonably anticipate that Employee will not perform any further services for the Company or any other entity considered a single employer with the Company under Section 414(b) or (c) of the Internal Revenue Code of 1986, as amended ("Code") (but substituting fifty percent (50%) for eighty percent (80%) in the application thereof) (the "Employer Group"). For this purpose, service performed as an employee or as an independent contractor is counted, except that service as a member of the board of directors of an Employer Group entity is not counted unless termination benefits under this Employment Agreement are aggregated

for purposes of Section 409A of the Code with benefits under any other Employer Group plan or agreement in which Employee also participates as a director. Employee will not be treated as having a termination of Employee's employment while Employee is on military leave, sick leave or other bona fide leave of absence if the leave does not exceed six (6) months or, if longer, the period during which Employee has a reemployment right under statute or contract. If a bona fide leave of absence extends beyond six (6) months, Employee's employment will be considered to terminate on the first day after the end of such six (6) month period, or on the day after Employee's statutory or contractual reemployment right lapses, if later. The Company will determine when Employee's Date of Termination occurs based on all relevant facts and circumstances, in accordance with Treasury Regulation Section 1.409A-1(h).

## **5. Compensation Upon Termination.**

**a.No Compensation on Termination.** Upon cessation of Employee's employment with Company and/or any of its affiliates for any reason or no reason, the Employee agrees that the Employee shall not be entitled to any further payments or obligations under this Employment Agreement or otherwise, except as set forth in the Special Retention Agreement (if any).

**b.Compensation Upon Resignation for Good Reason, Termination without Cause.** Notwithstanding the foregoing, if the Reaffirmation Agreement (as defined in the Special Retention Agreement) timely is executed, becomes effective and is not revoked, as provided in the Special Retention Agreement, then upon cessation of Employee's employment with the Company and its affiliates due to Employee's resignation for Good Reason or the termination by the Company without Cause, Employee shall be entitled to: (i) continued payment of the Base Salary through the remainder of the Term; (ii) accelerated vesting of any non-qualified stock options or restricted stock units granted to Employee on January 25, 2024 pursuant to the BrightSpring Health Services, Inc. 2024 Equity Incentive Plan that would have otherwise vested during the Term, if Employee's employment had not been terminated; and (iii) the benefits (if any) due to Employee set forth in the Special Retention Agreement.

**6. Duties Upon Termination.** Upon the cessation of Employee's employment hereunder for any reason or no reason, Employee shall promptly (a) comply with Employee's obligation to deliver an executed exit interview document as provided in accordance with Company policy, and (b) return to the Company any property of the Company or its subsidiaries then in, Employee's possession or control, including without limitation, any Confidential Information (as defined in Section 7(d)(iii) hereof) and whether or not constituting Confidential Information, any technical data, performance information and reports, sales or marketing plans,

documents or other records, and any manuals, drawings, tape recordings, computer programs, discs, and any other physical representations of any other information relating to the Company, its subsidiaries or affiliates or to the Business (as defined in Section 7(d)(iv) hereof) of the Company. Employee hereby acknowledges that any and all of such documents, items, physical representations and information are and shall remain at all times the exclusive property of the Company.

## **7. Restrictive Covenants.**

a. **Acknowledgments.** Employee acknowledges that (i) Employee's services hereunder are of a special, unique and extraordinary character and that Employee's position with the Company places Employee in a position of confidence and trust with the operations of the Company, its subsidiaries and affiliates (collectively, the "Group Companies") and allows Employee access to Confidential Information, (ii) the Company has provided Employee with a unique opportunity as Chief Legal Officer & Corporate Secretary of the Company and continuing in the Employee's current role, (iii) the nature and periods of the restrictions imposed by the covenants contained in this Section 7 are fair, reasonable and necessary to protect and preserve for the Company the benefits of Employee's employment hereunder, (iv) the Group Companies would sustain great and irreparable loss and damage if Employee were to breach any of such covenants, (v) the Group Companies conduct and are aggressively pursuing the conduct of their business actively in and throughout the entire Territory (as defined in paragraph (d)(ii) of this Section 7), and (vi) the Territory is reasonably sized because the current Business of the Group Companies is conducted throughout such geographical area, the Group Companies are aggressively pursuing expansion and new operations throughout such geographic area and the Group Companies require the entire Territory for profitable operations.

b. **Confidentiality and Non-disparagement Covenants.** Having acknowledged the foregoing, Employee covenants that (i) commencing on the Commencement Date without limitation as to time, Employee will not directly or indirectly disclose or use or otherwise exploit for Employee's own benefit, or the benefit of any other Person (as defined in paragraph (d)(v) of this Section 7, except as may be necessary in the performance of Employee's duties hereunder, any Confidential Information, and (ii) commencing on the Commencement Date without limitation as to time, Employee will not disparage or comment negatively (except (A) making truthful statements in connection with any legal process or in connection with any litigation, arbitration or mediation or enforcing Employee's rights under this Agreement, or (B) rebutting any statements made by persons subject to Section 20 of the Special Retention Agreement) about any of the Group Companies, or their respective officers, directors, employees, policies or practices, and Employee will not discourage anyone from doing business with any of the Group

Companies and will not encourage anyone to withdraw their employment with any of the Group Companies.

c. Covenants. Having acknowledged the statements in Section 7(a) hereof, Employee covenants and agrees with the Group Companies that Employee will not, directly or indirectly, from the Commencement Date until the Date of Termination, and for a period of twelve (12) months thereafter, directly or indirectly (i) offer employment to, hire, solicit, divert or appropriate to Employee or any other Person, any business or services (similar in nature to the Business) of any Person who was an employee or an agent of any of the Group Companies at any time during the last twelve (12) months of Employee's employment hereunder; or (ii) own, manage, operate, join, control, assist, participate in or be connected with, directly or indirectly, as an officer, director, shareholder, partner, proprietor, employee, agent, consultant, independent contractor or otherwise, any Person which is, at the time, directly or indirectly, engaged in the Business of the Group Companies within the Territory. The Employee further agrees that from the Commencement Date until the Date of Termination, Employee will not undertake any planning for or organization of any business activity that would be competitive with the Business. Notwithstanding the foregoing, Employee agrees that if this Employment Agreement shall be terminated, the covenants in this paragraph (c) shall survive the expiration thereof until twelve (12) months after the last day of employment of Employee by any Group Company. Nothing in this paragraph (c) shall prohibit or restrict Employee's right to practice as an attorney or the provision of legal services to any Person, whether in private practice, for an employer, or otherwise.

d. Definitions. For purposes of this Employment Agreement:

(i) For purposes of this Section 7, "termination of Employee's employment" shall include any cessation or termination of Employee's employment hereunder.

(ii) The "Territory" shall mean the fifty (50) states of the United States.

(iii) "Confidential Information" shall mean any business information relating to the Group Companies or to the Business (whether or not constituting a trade secret), which has been or is treated by any of the Group Companies as proprietary and confidential and which is not generally known or ascertainable through proper means. Without limiting the generality of the foregoing, so long as

such information is not generally known or ascertainable by proper means and is treated by the Group Companies as proprietary and confidential, Confidential Information shall include the following information regarding any of the Group Companies:

- (1) any patent, patent application, copyright, trademark, trade name, service mark, service name, "know-how" or trade secrets;
- (2) customer lists and information relating to (i) any client of any of the Group Companies or (ii) any client of the operations of any other Person for which operations any of the Group Companies provides management services; competitive bid information;
- (3) supplier lists, pricing, policies, consulting contracts and
- (4) records, compliance and/or operational methods and Company policies and procedures, including manuals and forms;
- (5) marketing data, plans and strategies;
- (6) business acquisition, development, expansion or capital investment plan or activities;
- (7) software and any other confidential technical programs;
- (8) personnel information, employee payroll and benefits data;
- (9) accounts receivable and accounts payable;

- (10) other financial information, including financial statements, budgets, projections, earnings and any unpublished financial information; and
- (11) correspondence and communications with outside parties.

(iv)The “Business” of the Group Companies shall mean (i) the provision of pharmacy services to skilled nursing homes, assisted living facilities, hospitals, group homes (*e.g.*, related to intellectual or developmental disability clients and/or residents), drug treatment and mental health centers and other institutional settings; (ii) the provision of pharmacy services to individuals directly in the home, for self-administration, hospice, infusion in the home, or otherwise, or directly in the physician or clinic setting; (iii) the provision of services in the specialty pharmacy market; (iv) home care, home health, hospice or any kind of clinical or non-clinical periodic services to the elderly; (v) the provision of in-home or in-clinic (*e.g.*, outpatient) rehabilitation and therapy; (vi) the provision of services to individuals with intellectual and/or developmental disabilities, including, but not limited to, autism spectrum disorders, individuals who have been dually diagnosed, services to individuals with brain injuries or neuro rehabilitation therapy needs, and pharmacy-related services or products with respect to individuals who are receiving support or services from any of the Group Companies or other similar providers; (vii) community or home based primary care services, including care management and care coordination services, either including physicians, and/or nurse practitioners, and/or physician assistants and associated extender care providers; (viii) the provision of skilled nursing and/or other periodic services for youth and children; (ix) the provision of services related to any business activity in which the Company or any other Group Company engages during the period of Employee’s employment; and (x) the provision of services related to any planned business activities of the Company or any other Group Company during the period of Employee’s employment.

(v)The term “Person” shall mean an individual, a partnership, an association, a corporation, a trust, an unincorporated organization, or any other business entity or enterprise.

e. Injunctive Relief, Invalidity of any Provision. Employee acknowledges that Employee's breach of any covenant contained in this Section 7 will result in irreparable injury to the Group Companies and that the remedy at law of such parties for such a breach will be inadequate. Accordingly, Employee agrees and consents that each of the Group

Companies in addition to all other remedies available to them at law and in equity, shall be entitled to seek both preliminary and permanent injunctions to prevent and/or halt a breach or threatened breach by Employee of any covenant contained in this Section 7. If any provision of this Section 7 is invalid in part or in whole, it shall be deemed to have been amended, whether as to time, area covered, or otherwise, as and to the extent required for its validity under applicable law and, as so amended, shall be enforceable. The parties further agree to execute all documents necessary to evidence such amendment.

f. Advice to Future Employers. If Employee, in the future, seeks or is offered employment by any other Person, Employee shall provide a copy of this Section 7 to the prospective employer prior to accepting employment with that prospective employer.

**8. Entire Agreement; Modification; Waiver.** This Employment Agreement, the Special Retention Agreement (if it becomes effective) and the other agreements referenced in Section 18 of the Special Retention Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties including the Prior Agreement. No supplement, modification, or amendment of this Employment Agreement shall be binding unless executed in writing by all parties hereto (other than as provided in the next to last sentence of Section 7(e) hereof). No waiver of any of the provisions of this Employment Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

**9. Successors and Assigns; Assignment.** This Employment Agreement shall be binding on, and inure to the benefit of, the parties hereto and their respective heirs, executors, legal representatives, successors and assigns; provided, however, that this Employment Agreement . is intended to be personal to the Employee and the rights and obligations of the Employee hereunder may not be assigned or transferred by Employee.

**10. Notices.** All notices, requests, demands and other communications required or permitted to be given or made under this Employment Agreement, or any other agreement executed in connection therewith, shall be in writing and shall be deemed to have been given on the date of delivery personally or upon deposit in the United States mail postage prepaid by registered or certified mail, return receipt requested, to the appropriate party or parties at the following addresses.(or at such other address as shall hereafter be designated by any party to the other parties by notice given in accordance with this Section):

To the Company:



BrightSpring Health Services, Inc.  
805 N. Whittington Parkway  
Louisville, Kentucky 40222  
Attn: Jon B. Rousseau  
President and Chief Executive Officer

To the Employee:

Steven S. Reed  
At the address last on file with the Company

**11. Execution in Counterparts.** This Employment Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

**12. Further Assurances.** The parties each hereby agree to execute and deliver all of the agreements, documents and instruments required to be executed and delivered by them in this Employment Agreement and to execute and deliver such additional instruments and documents and to take such additional actions as may reasonably be required from time to time in order to effectuate the transactions contemplated by this Employment Agreement.

**13. Severability of Provisions.** The invalidity or unenforceability of any particular provision of this Employment Agreement shall not affect the other provisions hereof and this Employment Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**14. Governing Law; Jurisdiction; Venue.** This Employment Agreement is executed and delivered in, and shall be governed by, enforced and interpreted in accordance with the laws of, the Commonwealth of Kentucky. The parties hereto agree that the federal or state courts located in Kentucky shall have the exclusive jurisdiction with regard to any litigation relating to this Employment Agreement and that venue shall be proper only in Jefferson County, Kentucky, the location of the principal office of the Company.

**15. Tense; Captions.** In construing this Employment Agreement, whenever appropriate, the singular tense shall also be deemed to mean the plural, and vice versa, and the captions contained in this Employment Agreement shall be ignored.

**16.Survival.** The provisions of Sections 5, 6 and 7 hereof shall survive the termination, for any reason, of this Employment Agreement, in accordance with their terms.

**17.Six Month Delay.** Notwithstanding anything herein to the contrary, if the Employee is a “specified employee” within the meaning of Treasury Regulation Section 1.409A- 1(i) (or any successor thereto) on Employee's Date of Termination, any severance payment under the Special Retention Agreement that is in excess of the amount that qualifies as separation pay under Treasury Regulation Section 1.409A-l(b)(9), or that does not qualify as separation pay, shall not begin to be paid until six (6) months after Employee's Date of Termination. The Company shall determine, consistent with any guidance issued under Section 409A of the Code, the portion of severance payments that are required to be delayed, if any.

**18.409A Compliance.** The Employee and the Company agree and confirm that this Employment Agreement and the Special Retention Agreement are intended by both parties to provide for compensation that is either exempt from or compliant with Section 409A of the Code. This Employment Agreement and the Special Retention Agreement shall be interpreted, construed, and administered in accordance with this agreed intent, provided that the Company does not promise or warrant any tax treatment of compensation hereunder. To the extent that any provision of this Employment Agreement and the Special Retention Agreement fails to satisfy those requirements, the parties shall cooperate to modify any provision to bring the provisions into compliance with those requirements while preserving as closely as possible the original intent and economic benefit to Executive and the Company of the provision and this Employment Agreement and Special Retention Agreement without violating the provisions of Section 409A of the Code. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Employment Agreement and Special Retention Agreement providing for the payment of any amounts or benefits subject to Section 409A of the Code upon or following a termination of employment unless such termination is also a “separation from service” as defined in Section 409A of the Code, and for purposes of any such provision of this Employment Agreement and Special Retention Agreement, references to a “resignation,” “termination,” “terminate,” “termination of employment” or like terms shall mean “separation from service”. For purposes of Section 409A of the Code, Executive’s right to receive any installment payments pursuant to this Employment Agreement and Special Retention Agreement shall be treated as a right to receive a series of separate and distinct payments. Employee is responsible for obtaining advice regarding all questions to federal, state, or local income, estate, payroll, or other tax consequences arising from participation herein.

**19.Future Assistance.** From and after the Employee’s cessation of employment with Company for any reason or no reason, the Employee also agrees that the Employee will cooperate, assist, and make the Employee reasonably available to Company personnel or Company agents on an as-needed basis in order to respond to, defend, or address any issues or claims deemed important

to Company or to respond to, defend, or address any complaint or claim filed, or any issue raised, by any person or entity who has sued Company or that does business with Company or is associated with Company in any way. The Employee agrees that the Employee will provide truthful and accurate sworn testimony in the form of deposition, affidavit, and/or court testimony if requested by current Company personnel. Company agrees that such assistance under this Section 19 shall not include the Employee acting as legal counsel. Company will strive to keep the need for future assistance to a minimum, and will reimburse the Employee for reasonable out-of-pocket expenses incurred as a result of Executive's assistance, unless such remuneration would be inappropriate or otherwise prohibited under existing law.

[The remainder of this page is intentionally blank- signatures begin on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the dates set forth below.

RESCARE, INC.

Date: October 11, 2024

By: /s/ Jon B. Rousseau

Jon B. Rousseau  
President and Chief Executive Officer

Date: October 11, 2024

By: /s/ Steven S. Reed

Steven S. Reed

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SIGNATURE PAGE

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

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**APPENDIX A**  
**Special Retention Agreement**

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APPENDIX A

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## **EXHIBIT A**

### **Duties, Responsibilities and Authority**

- Manage investigations and litigation (both in-house and relationships with outside counsel) on all Tier 1 litigation matters.
- Manage investigations of governmental inquiries, regulatory actions and whistleblower claims, including alleged violations of the False Claims Act.
- Assist with any collective bargaining and serve as a liaison with any unions, including the SEIU.
- Assist and serve as a liaison with internal risk team to manage relationships with insurance carriers, including providing regular engagement with and insight to insurance carriers regarding ongoing litigation and strategy.
- Assist in all compliance and quality matters, as requested.
- Establishing and managing an audit and compliance program for the Company and its affiliates.
- If requested, provide advice and counsel regarding matters of corporate governance and strategic initiatives.

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EXHIBIT A

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## SPECIAL RETENTION AGREEMENT

THIS SPECIAL RETENTION AGREEMENT (this “**Agreement**”) is entered into by and between RESCARE, INC., a Kentucky corporation (“**ResCare**”), and STEVEN S. REED, a resident of the State of Kentucky (“**Executive**”), wherein the parties agree as follows:

**1. Definitions.** Throughout this Agreement, the term “**Company**,” used alone, shall include each and all of the following: (a) BrightSpring Health Services, Inc., a Delaware corporation (“**BrightSpring**”); (b) ResCare; (c) any subsidiary, parent organization, affiliated entity, related entity, or division of any of ResCare or BrightSpring; and (d) any current or former officer, director, manager, trustee, agent, employee, member, shareholder, representative, insurer, or employee benefit or welfare program or plan (including the administrators, trustees, fiduciaries, and insurers of such program or plan) of an entity referenced in or encompassed by Subsections 1(a), 1(b) or 1(c). Throughout this Agreement, the term “**Employment Agreement**” means that Amended and Restated Employment Agreement between Executive and ResCare dated October 11, 2024.

**2. Employment.** Executive gave notice to the Chief Executive Officer of BrightSpring that Executive desired to retire from Company. At the request of BrightSpring, effective October 11, 2024 (the “**Transition Date**”) Executive has agreed to transition from his current role as Chief Legal Officer of the Company but continue his employment with ResCare providing advisory services on an at-will basis, and on a part-time basis, on the terms and subject to the conditions set forth in the Employment Agreement through March 31, 2025 (the “**Retention Date**”) (such period of employment referred to herein as, the “**Executive Transition**”). In the event the Company does not elect to extend the Executive Transition within thirty (30) days prior to the Retention Date, the Executive’s employment shall be considered to be involuntarily terminated by the Company effective on the Retention Date, or such earlier date as set forth in Section 4 of this Agreement. Executive agrees that, except as set forth in this Agreement or the Employment Agreement, Executive shall not be entitled to (and forfeits) any bonuses and awards (such as short term incentive compensation (STIC), long term bonus and stock or equity related compensation). Executive further acknowledges and agrees that, by reason of the diminished service requirements of his part-time employment with ResCare, Executive shall no longer be eligible for participation in the health and welfare plans and arrangements sponsored and maintained by the Company as of the Transition Date (“**Cessation of Benefits**”). Executive’s employment may be terminated by either party at any time and for any or no reason, and upon such termination Executive’s employment shall end and Executive shall be deemed to have terminated employment from Company in all capacities, whether as an employee, officer, director or otherwise.

**3. Consideration for this Agreement.** Subject to and contingent upon Executive’s execution, delivery and non-revocation of this Agreement within thirty (30) days of the date hereof, ResCare shall pay Executive:

- (a) a lump sum cash amount of \$181,018.00 within the ninety (90) day period immediately following the Effective Date;
- (b) an additional lump sum cash amount of \$271,412.00 (equal to a pro-rated amount of the bonus Executive would have earned under the 2024 short term incentive (from January 1 to September 30) but for Executive transition assuming achieving target at 100%) payable in calendar year 2025 on the same date on which other ResCare employees receive payment of their short term incentive compensation;

(c) an amount equal to the employer portion of the monthly premium that will become due, assuming that upon the Cessation of Benefits Executive timely and properly elects health continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (as amended, “**COBRA**”) subject to Executive’s continued compliance with applicable election and eligibility requirements and payment of substantially the amount previously paid for health benefits under the Company’s health and welfare plans prior to the Cessation of Benefits (such requirements, the “**COBRA Requirements**”), in the form of a reimbursement for up to six (6) months following the Effective Date (or such shorter time if such coverage terminates earlier under Section 4980B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the “**Code**”)) with payment commencing on the first of the month immediately following the month in which Executive timely remits the premium payment; and

(d) ResCare shall pay Executive’s legal fees incurred solely in connection with negotiating this Agreement and the Employment Agreement, which legal fees shall be reasonable and limited to no more than \$30,000.

Executive acknowledges and agrees that the compensation and/or other benefits to be paid pursuant to subparagraphs (a) - (d) above (the “**Initial Release Consideration**”) reflect consideration provided to Executive over and above anything of value to which Executive is already is entitled under the Employment Agreement or otherwise.

**4. Severance.** As severance, only if all of the following conditions are met, (a) Executive remains employed by ResCare until through the Retention Date or such earlier date as Executive’s employment is terminated by ResCare without Cause (as defined in the Employment Agreement), Executive dies or Executive resigns for Good Reason (as defined in the Employment Agreement), with such date being the date Executive shall have an involuntary termination of employment with the Company (such date, the “**Termination Date**”); (b) Executive is in material compliance with the terms of the Employment Agreement and this Agreement and each other agreement, plan or policy with or of Company to which Executive is a party or otherwise bound; and (c) Executive (or upon Executive’s death Executive’s estate) executes and returns to ResCare the reaffirmation of release agreement in the form attached hereto as Exhibit A (the “**Reaffirmation Agreement**”) and if that Reaffirmation Agreement becomes effective and is not revoked, all within sixty (60) days of the Termination Date, then (collectively, the below subsections, the “**Severance**”):

(e) ResCare shall pay \$724,032.00 in equal installments over a period of twenty-four (24) months following the Termination Date, beginning on the first payroll date that is after the Reaffirmation Agreement becomes effective and on the same payroll schedule on which other ResCare employees receive payment, with the first such payment covering the time period from the Termination Date through the payment date;

(f) ResCare shall continue to pay the employer portion of Executive’s COBRA coverage premiums up and until twelve (12) months following the Termination Date (or such shorter time if such coverage terminates earlier under Section 4980B of the Code), provided that Executive shall continue to comply with the COBRA Requirements;

(g) Executive holds vested stock options issued to Executive pursuant to the Amended and Restated Phoenix Parent Holdings Inc. 2017 Stock Incentive Plan (as amended, the “**2017 Plan**”) and the grant notice(s) and award agreement(s) issued to Executive thereunder (collectively, with the 2017 Plan, the “**2017 Plan Documents**”) and



the time period for Executive to exercise any stock options that are vested under the 2017 Plan Documents on the Termination Date shall be amended and extended to the earlier of (i) December 31, 2027 or (ii) their applicable expiration date; and

(h) Executive holds unvested performance based stock options issued to Executive pursuant to the 2017 Plan Documents and, notwithstanding the termination of Executive's employment, Executive will remain eligible to vest in the unvested portion of such stock options until the earlier of (i) March 31, 2026 or (ii) their applicable expiration date.

The Severance reflects consideration provided to Executive over and above anything of value to which Executive is already is entitled. Notwithstanding anything herein to the contrary, upon cessation of Executive's employment, for any reason or no reason, Executive shall be entitled to Executive's Base Salary through the date of cessation of employment and, except as otherwise provided herein, such employee benefits, if any, as to which Executive may be entitled under the retirement and health benefit plans of Company according to their terms (the "**Accrued Rights**").

**5. Incentive Awards.** Except as otherwise set forth herein, this Agreement shall not amend any stock options issued to Executive on or prior to the date hereof under the 2017 Plan Documents or any stock options or restricted stock units issued to Executive on or prior to the date hereof under the BrightSpring Health Services, Inc. 2024 Equity Incentive Plan (as amended, the "**2024 Plan**") and the grant notices award agreement(s) issued to Executive thereunder (collectively, with the 2024 Plan, the "**2024 Plan Documents**"). For purposes of clarity, and subject to the terms of the 2017 Plan Documents and the 2024 Plan Documents, (a) until the date Executive's employment with Company ceases for any reason or no reason, Executive shall retain and continue to be eligible to vest in all stock options and restricted stock units issued to Executive under the 2017 Plan Documents and the 2024 Plan Documents; and (b) upon the cessation of Executive's employment with Company for any reason or no reason, except as otherwise set forth in Section 4(c), Executive will forfeit any stock options and restricted stock units, whether under the 2017 Plan Documents, the 2024 Plan Documents or otherwise, that are unvested on the date Executive's employment with Company ceases for any reason or no reason and all stock options will remain subject to the terms and conditions of the 2017 Plan Documents or the 2024 Plan Documents, as applicable (including, without limitation, the forfeiture of those stock options if not exercised within the time period after the date Executive's employment with Company ceases for any reason or no reason as required by the applicable 2017 Plan Documents or 2024 Plan Documents, as modified under Section 4(c) hereof).

**6. Tax.** The Initial Release Consideration and any Severance is compensation, and shall be subject to all appropriate taxes, deductions, and withholdings. ResCare shall withhold appropriate taxes on the Initial Release Consideration and any Severance and include such payments as wages on Executive's W-2. ResCare makes no representation or warranty as to the tax consequences or liability arising from said payments. Moreover, the parties understand and agree that any tax consequences and/or liability arising from these payments to Executive shall be the sole responsibility of Executive. To this extent, Executive acknowledges and agrees that Executive will pay any and all income or other tax which may be determined to be owed by Executive in connection with the sums described herein and will indemnify and hold harmless Company from the same to the extent such indemnification is permitted by applicable law.

**7. Section 409A.** Executive and Company agree and confirm that this Agreement is intended by both parties to provide for compensation that is either exempt from or compliant with Section 409A of the Code. This Agreement shall be interpreted, construed and administered in

accordance with this agreed intent, provided that the Company does not promise or warrant any tax treatment of compensation hereunder.

To the extent that any provision of this Agreement fails to satisfy those requirements, the parties shall cooperate to modify any provision shall to bring the provisions into compliance with those requirements while preserving as closely as possible the original intent and economic benefit to Executive and the Company of the provision and this Agreement without violating the provisions of Section 409A of the Code. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits subject to Section 409A of the Code upon or following a termination of employment unless such termination is also a "separation from service" as defined in Section 409A of the Code, and for purposes of any such provision of this Agreement, references to a "resignation," "termination," "terminate," "termination of employment" or like terms shall mean "separation from service". For purposes of Section 409A of the Code, Executive's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.

**8. General Release and Waiver.** In consideration for this Agreement, Executive (for Executive, Executive's agents, assigns, heirs, executors, estate and administrators) releases and discharges Company from any claim, demand, action, or cause of action, known or unknown, which arose at any time from the beginning of time to the Effective Date, and waives all claims relating to, arising out of, or in any way connected with Executive's interactions with Company and/or employment with ResCare, the cessation of that employment, or the compensation or benefits payable in connection with that employment or the cessation of that employment, including (without limitation) any claim, demand, action, or cause of action, including claims for attorneys' fees and costs, (hereinafter collectively referred to as "**Claims**"), based on but not limited to: The Age Discrimination in Employment Act of 1967, as amended ("**ADEA**"), 29 U.S.C. § 621, et seq.; The Americans With Disabilities Act of 1990, as amended ("**ADA**"), 42 U.S.C. § 12101, et seq.; The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701, et seq.; The Family and Medical Leave Act of 1993, as amended ("**FMLA**"), 29 U.S.C. § 2601, et seq.; The Civil Rights Act of 1866 and 1964, as amended, 42 U.S.C. § 1981; The Lilly Ledbetter Fair Pay Act of 2009; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(e), et seq.; The Pregnancy Discrimination Act; the Consolidated Omnibus Budget Reconciliation Act of 1985 ("**COBRA**"), 29 U.S.C. § 1161, et seq. (except if eligible, Executive's right to obtain continuation of insurance coverage); The Fair Credit Reporting Act, as amended, 15 U.S.C. § 1681, et seq.; The Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101, et seq., and any similar state law; The Equal Pay Act, as amended, 29 U.S.C. § 206, et seq.; The National Labor Relations Act, 29 U.S.C. § 151, et seq.; any Kentucky state law and/or local law or ordinance that relates to employers, employees, or the workplace; any Kentucky wage law; any existing or potential entitlement under any Company program or plan, including wages or other paid leave; any existing or potential agreement, contract, representation, policy, procedure, or statement (whether any of the foregoing are express or implied, oral or written and including, without limitation, the Employment Agreement between ResCare and Executive dated April 15, 2013 as amended on May 1, 2024 and which was superseded by the Employment Agreement); Claims arising under any federal, state and local fair employment practices law, and any other employee or labor relations statute, executive order, law or ordinance, and any duty or other employment-related obligation, Claims arising from any other type of statute, executive order, law or ordinance or common law, Claims arising from contract or public policy, as well as tort, tortious cause of conduct, breach of implied covenant of good faith and fair dealing, breach of

contract, intentional and/or negligent infliction of emotional distress, invasion of privacy, defamation, wrongful discharge, negligence, discrimination, harassment, and retaliation, together with all claims for monetary and equitable relief, punitive and compensatory relief and attorneys' fees and costs; and/or Claims under the U.S. or Kentucky Constitution.

Executive further releases and discharges Company, and waives all Claims related to any other federal, state, or local law, whether arising or emanating from statute, executive order, regulation, code, common law, or other source, including, but not limited to, all actions sounding in tort, contract, and/or any doctrine of good faith and fair dealing. Executive understands and agrees that Executive is releasing Company from any and all claims and is giving up the opportunity to recover any compensation, damages, or any other form of relief in any proceeding brought by Executive or on Executive's behalf.

Notwithstanding the foregoing, this Agreement is not intended to operate as a waiver or release of: (a) any unpaid base compensation for the current pay period; (b) qualified 401k retirement benefits that are vested, the eligibility and entitlement to which shall be governed by the terms of the applicable plan or benefits under Company's welfare benefit plan(s); (c) claims that may arise for indemnification of Executive as a director or officer to the extent provided in BrightSpring's governing documents and/or for coverage under any directors and officers insurance policy; (d) any rights with respect to stock options granted to Executive pursuant to the 2017 Plan Documents or stock options or restricted stock units granted to Executive pursuant to the 2024 Plan Documents; or (e) any breach of this Agreement by ResCare.

Moreover, nothing in this Section 8 or this Agreement shall be interpreted to waive or extinguish any rights which — by express and unequivocal terms of law — may not under any circumstances be waived or extinguished including, without limitation, under the ADEA if those rights or claims arise after the date Executive signs this Agreement, nor preclude Executive from challenging the validity of this Agreement under the ADEA.

In addition, nothing in this Section 8, Section 9 or in this Agreement shall be construed to (a) prevent Executive from filing a charge or complaint (including a challenge to the validity of this Agreement) with the Securities and Exchange Commission ("SEC"), Equal Employment Opportunity Commission, the state civil rights commission, or any other, similar federal, state, or local agency or another governmental agency; (b) limit Executive's ability to communicate directly with the SEC, or otherwise prevent Executive from participating in any investigation or proceeding conducted by the SEC, or other governmental agency; or (c) establish a condition precedent or other barrier to exercising these rights.

**9. Covenant Not to Sue.** Except for those matters not waived as set forth in Section 8, Executive agrees that Executive will never sue or file a lawsuit against Company including, without limitation, any lawsuit concerning or in any way related to Executive's employment with ResCare, the termination of that employment, the compensation or benefits payable in connection with Executive's employment, or any other interaction or relationship with Company, and that no such suit is currently pending. Should Executive violate any aspect of this Section 7, Executive agrees that any suit shall be null and void, and must be summarily dismissed or withdrawn. This Section 7 and this Agreement shall not operate to waive or bar any claim which — by express and unequivocal terms of law — may not under any circumstances be waived or barred. Moreover, this Agreement shall not operate to waive rights or claims under the ADEA if those rights or claims arise after the date Executive signs this Agreement, nor preclude Executive from challenging the validity of the Agreement under the ADEA or otherwise enforcing this Agreement.

**10.Applicable Law.** This Agreement shall be interpreted, enforced, and governed under the laws of the Commonwealth of Kentucky, without regard to conflict of laws principles thereof.

**11.Choice of Forum; Waiver of Jury Trial.** Executive understands and acknowledges Company's desire and need to defend any litigation against it in Kentucky. Accordingly, the parties agree that any claim brought by Executive against Company or any of its employees or agents must be maintained only in the state and federal courts having responsibility for Louisville, Kentucky. Executive further understands and acknowledges that in the event Company initiates litigation against Executive, Company may need to prosecute such litigation in Executive's forum state, in the State of Kentucky, or in such other state where Executive is subject to personal jurisdiction. In addition, Executive specifically consents to personal jurisdiction in the State of Kentucky. **Both parties waive the right to a jury trial.**

**12.General Conditions.** Should either Party ever materially breach any provision or obligation under this Agreement, the Parties agree that (i) prior to seeking any remedies, the non-breaching Party shall provide the breaching Party with written notice of such breach and provide the non-breaching Party fourteen (14) days written notice to cure such breach, and (ii) following such notice and cure opportunity, the range of remedies includes the following:

(i) The breaching Party shall pay all damages incurred by the non-breaching Party following and/or as a result of the breaching Party's breach.

(j) In connection with Executive's uncured material breach, Executive shall forego and no longer be entitled to any portion of any Initial Release Consideration or Severance sum or benefit remaining to be paid or conferred pursuant to this Agreement.

(c) In connection with Executive's uncured material breach, Company shall cease all Severance payments and Executive shall — upon written request by Company to do so — reimburse ResCare via certified check for the value of anything previously paid or provided by Company as part of any Severance, net of taxes actually paid (and with respect to taxes actually paid Executive agrees to, in good faith, seek a refund of such paid taxes and upon any refund remit same to Company) save \$5,000. In the event this reimbursement provision is triggered, Executive agrees that the remaining provisions of the Agreement shall remain in full force and effect.

Nothing in this Section 12 is intended to limit or restrict any other rights or remedies Company may have by virtue of this Agreement or otherwise.

**13.Application.** This Agreement and the Reaffirmation Agreement, including the payments hereunder, shall apply to, and inure to the benefit of, Executive, as well as to Executive's heirs, executors, administrators, assigns, and successors. This Agreement and the Reaffirmation Agreement also shall apply to, and inure to the benefit of, Company, the predecessors, successors, and assigns of Company, and each past, present, or future employee, agent, representative, officer, or director of Company. For the avoidance of doubt, in the event of the death of Executive prior to full payment of the payments hereunder, such payments shall be made to Executive's estate.

**14.Disclaimer of Liability.** Neither this Agreement nor the Reaffirmation Agreement shall be construed as an admission of liability or wrong-doing by either party.

**15.Return of Property.** Upon cessation of Executive's employment for any reason or no reason, Executive shall promptly return to ResCare any property of Company then in Executive's possession or control, including without limitation, any confidential information or

any electronic devices owned by Company in Executive's possession or control or otherwise purchased by Company on Executive's behalf without deletion or modification of any business related or personal data, software, or programs then existing on such devices.

**16.Notices.** All notices, consents, waivers, and other communications under this Agreement or the Reaffirmation Agreement must be in writing if to ResCare, Inc. d/b/a BrightSpring Health Services, 805 N. Whittington Parkway, Louisville, KY 40222, attention Chief Executive Officer, or if to Executive at the most recent address on the records of ResCare, or such other addresses as a party may designate by notice to other parties, and will be deemed to have been duly given: (a) when delivered by hand (with written confirmation of receipt); (b) five days after being sent by U.S. certified mail, return receipt requested; or (c) one business day after being sent overnight for next day delivery if sent by a nationally recognized overnight delivery service, in each case to the appropriate addresses first set forth above (or to such other address as a party may designate by notice to the other party).

**17.Effective Date.** This Agreement may only be accepted during the 21-day period after Executive receives this Agreement. In the event Executive signs this Agreement within the twenty-one (21) days following Executive's receipt of this Agreement, Executive shall have an additional seven (7) days to revoke this Agreement (with any revocation needing to be mailed and emailed to the attention of Chief Human Resources Officer, ResCare, Inc. d/b/a BrightSpring Health Services 805 N. Whittington Parkway, Louisville, KY 40222; email: lisa.nalley@brightspringhealth.com). This Agreement shall not become effective, and none of the benefits set forth in this Agreement will become due or payable, until after the Effective Date of this Agreement (the "**Effective Date**" being the first day after Executive has executed the Agreement within the allotted 21-day period and the 7-day revocation period has expired without revocation being exercised).

**18.Complete Agreement.** This Agreement, the Employment Agreement, the 2017 Plan Documents, the 2024 Plan Documents, the Management Stockholders' Agreement dated December 7, 2017 by and among BrightSpring, KKR Phoenix Aggregator, L.P., a Delaware limited partnership ("**KKR**"), and the other parties identified as Management Stockholders (which includes Executive) (as amended, the "**Stockholders Agreement**") and, if executed, the Reaffirmation Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and encompasses all prior and contemporaneous oral and written agreements, negotiations or discussions among the parties regarding the subject matter hereof and constitutes a complete and exclusive statement of the terms of the agreement among the parties regarding the subject matter hereof. In the event of any conflict between this Agreement and the Employment Agreement, this Agreement shall govern and control. Notwithstanding the foregoing, nothing in this Agreement is intended to or shall limit, supersede, nullify, or affect any other duty or responsibility Executive may have or owe to Company by virtue of any separate agreement, plan, or other legal obligation.

**19.Amendment.** Neither this Agreement nor the Reaffirmation Agreement may be amended except by a written agreement executed by the party to be charged with the amendment. The parties agree that all representations, warranties, covenants, and agreements of and by the parties will survive and are fully enforceable after the date hereof.

**20.No Reliance.** Except as set forth herein or in the Reaffirmation Agreement, Executive acknowledges and agrees that, in executing this Agreement and if executed when Executive later executes the Reaffirmation Agreement, Executive does not rely and has not relied upon any representations or statements not set forth herein or the Reaffirmation Agreement made by Company with regard to the subject matter, basis, or effect of this Agreement or the Reaffirmation Agreement, the benefits to which Executive is or may be entitled, or any other

matter. Executive agrees that the obligations set forth in this Agreement and the Reaffirmation Agreement have been negotiated fully and fairly and represent an agreement based on the totality of the transactions.

21.**Non-Disparagement by ResCare.** ResCare agrees to cause the executives of BrightSpring who perform policy-making functions and are subject to reporting requirements under Section 16 of the Securities Exchange Act of 1934 to refrain, while acting in their capacity as an executive of BrightSpring, from making statements that disparage Executive.

22.**Counsel.** Executive acknowledges and agrees that the Employment Agreement and this Agreement were drafted by Barnes & Thornburg LLP, counsel to Company, and that Barnes & Thornburg LLP is not counsel to Executive. Executive acknowledges that Executive has been fully, separately and independently informed and advised by Outten Golden and Cohen Buckmann, each as counsel to Executive and that Executive has, in addition thereto, made such independent inquiry and investigation with respect to all of the same as Executive deemed necessary to be fully informed.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

**[SIGNATURE PAGE FOLLOWS.]**

## KNOWLEDGE AND UNDERSTANDING

Executive acknowledges under penalties of perjury that: (a) Executive received this Agreement on October 11, 2024; (b) Executive has been, and is hereby, advised to consult with an attorney prior to executing this Agreement and has been given a reasonable amount of time within which to consult with an attorney; (c) Executive has been given a period of twenty-one (21) days within which to consider this Agreement; (d) Executive has availed Executive of all opportunities Executive deems necessary to make a knowing, voluntary, and fully informed decision; (e) Executive has signed this Agreement free of duress or coercion; and (f) Executive is fully aware of Executive's rights, and has carefully read and fully understands all provisions of this Agreement before signing.

AGREED TO BY: **RES**CARE, INC.

/s/ Steven S. Reed  
Steven S. Reed

By: /s/ Jon B. Rousseau  
Jon B. Rousseau  
President and Chief Executive Officer

Dated: October 11, 2024

Dated: October 11, 2024

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SIGNATURE PAGE  
SPECIAL RETENTION AGREEMENT

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## EXHIBIT A

### REAFFIRMATION OF THE SPECIAL RETENTION AGREEMENT

I, STEVEN S. REED (“**Executive**”), hereby reaffirm the terms of the Special Retention Agreement previously entered into between RESCARE, INC., a Kentucky corporation (“**ResCare**”), and me on October 11, 2024, (the “**Agreement**”), a copy of which is attached hereto as Attachment 1 and is incorporated by reference into this subsequent Reaffirmation of the Special Retention Agreement (this “**Reaffirmation**”). I hereby reaffirm that I have complied with all the terms of the Agreement and that I will continue to do so. I also reaffirm and agree to all the terms of the Agreement as delineated in Attachment 1 as of the date hereof. This shall not apply to rights or claims that may arise after the date the parties sign this Reaffirmation. Any capitalized term used in this Reaffirmation and not defined herein shall have the meaning ascribed to such term in the Agreement.

Without limiting the foregoing, and in consideration for the Agreement and this Reaffirmation, I (for myself, my agents, assigns, heirs, executors, estate and administrators) release and discharge Company from any claim, demand, action, or cause of action, known or unknown, which arose at any time from the beginning of time to the date I execute this Agreement, and waive all claims relating to, arising out of, or in any way connected with her interactions with Company and/or employment with ResCare, the cessation of that employment, or the compensation or benefits payable in connection with that employment or the cessation of that employment, including (without limitation) any claim, demand, action, or cause of action, including claims for attorneys’ fees and costs, (hereinafter collectively referred to as “**Claims**”), based on but not limited to: The Age Discrimination in Employment Act of 1967, as amended (“**ADEA**”), 29 U.S.C. § 621, et seq.; The Americans With Disabilities Act of 1990, as amended (“**ADA**”), 42 U.S.C. § 12101, et seq.; The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701, et seq.; The Family and Medical Leave Act of 1993, as amended (“**FMLA**”), 29 U.S.C. § 2601, et seq.; The Civil Rights Act of 1866 and 1964, as amended, 42 U.S.C. § 1981; The Lilly Ledbetter Fair Pay Act of 2009; Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(e), et seq.; The Pregnancy Discrimination Act; the Consolidated Omnibus Budget Reconciliation Act of 1985 (“**COBRA**”), 29 U.S.C. § 1161, et seq. (except if eligible, my right to obtain continuation of insurance coverage); The Fair Credit Reporting Act, as amended, 15 U.S.C. § 1681, et seq.; The Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101, et seq., and any similar state law; The Equal Pay Act, as amended, 29 U.S.C. § 206, et seq.; The National Labor Relations Act, 29 U.S.C. § 151, et seq.; any Kentucky state law and/or local law or ordinance that relates to employers, employees, or the workplace; any Kentucky wage law; any existing or potential entitlement under any Company program or plan, including wages or other paid leave; any existing or potential agreement, contract, representation, policy, procedure, or statement (whether any of the foregoing are express or implied, oral or written); Claims arising under any federal, state and local fair employment practices law, and any other employee or labor relations statute, executive order, law or ordinance, and any duty or other employment-related obligation, Claims arising from any other type of statute, executive order, law or ordinance or common law, Claims arising from contract or public policy, as well as tort, tortious cause of conduct, breach of implied covenant of good faith and fair dealing, breach of contract, intentional and/or negligent infliction of emotional distress, invasion of privacy, defamation, wrongful discharge, negligence, discrimination,



harassment, and retaliation, together with all claims for monetary and equitable relief, punitive and compensatory relief and attorneys' fees and costs; and/or Claims under the U.S. or Kentucky Constitution.

I further release and discharge Company, and waive all Claims related to any other federal, state, or local law, whether arising or emanating from statute, executive order, regulation, code, common law, or other source, including, but not limited to, all actions sounding in tort, contract, and/or any doctrine of good faith and fair dealing.

I understand and agree that I am releasing Company from any and all claims and is giving up the opportunity to recover any compensation, damages, or any other form of relief in any proceeding brought by me or on my behalf. Notwithstanding the foregoing, this Agreement is not intended to operate as a waiver or release of: (a) any unpaid base compensation for the current pay period; (b) qualified 401k retirement benefits that are vested, the eligibility and entitlement to which shall be governed by the terms of the applicable plan or benefits under Company's welfare benefit plan(s); (c) claims that may arise for indemnification of Executive as a director or officer to the extent provided in BrightSpring's governing documents and/or for coverage under any directors and officers insurance policy; (d) any rights with respect to stock options granted to Executive pursuant to the 2017 Plan Documents or stock options or restricted stock units granted to Executive pursuant to the 2024 Plan Documents; or (e) any breach of the Agreement or this Reaffirmation by ResCare. Moreover, nothing in this paragraph or this Reaffirmation shall be interpreted to waive or extinguish any rights which — by express and unequivocal terms of law — may not under any circumstances be waived or extinguished including, without limitation, under the ADEA if those rights or claims arise after the date Executive signs this Reaffirmation, nor preclude Executive from challenging the validity of this Reaffirmation under the ADEA. In addition, nothing in this paragraph or in this Agreement shall be construed to (i) prevent Executive from filing a charge or complaint (including a challenge to the validity of this Agreement) with the Securities and Exchange Commission (“SEC”), Equal Employment Opportunity Commission, the state civil rights commission, or any other, similar federal, state, or local agency or another governmental agency; (ii) limit Executive's ability to communicate directly with the SEC, or otherwise prevent Executive from participating in any investigation or proceeding conducted by the SEC, or other governmental agency; or (iii) establish a condition precedent or other barrier to exercising these rights.

Except for those matters not waived as set forth in this Reaffirmation, I agree that I will never sue or file a lawsuit against Company including, without limitation, any lawsuit concerning or in any way related to my employment with ResCare, the termination of that employment, the compensation or benefits payable in connection with my employment, or any other interaction or relationship with Company, and that no such suit is currently pending. Should I violate any aspect of this paragraph, I agree that any suit shall be null and void, and must be summarily dismissed or withdrawn. This paragraph, the Agreement and this Reaffirmation shall not operate to waive or bar any claim which — by express and unequivocal terms of law — may not under any circumstances be waived or barred. Moreover, this Reaffirmation shall not operate to waive rights or claims under the ADEA if those rights or claims arise after the date I sign this Reaffirmation, nor preclude me from challenging the validity of the Agreement or this Reaffirmation under the ADEA or otherwise enforcing the Agreement or this Reaffirmation.

I acknowledge and agree that payment of the Severance by ResCare to me reflects consideration provided to me over and above anything of value to which I already am entitled, and shall be subject to all appropriate taxes, deductions, and withholdings. I also confirm that as of the date I sign this Reaffirmation that there are no other benefits, wages, or payments that remain unpaid or owing (other than Accrued Rights). I further understand and agree that any tax consequences and/or liability arising from the Severance to me shall be my sole responsibility. To this extent, I acknowledge and agree that I will pay any and all income or other tax which may be determined to be owed by me in connection with the sums described in the Agreement and will indemnify and hold harmless Company from the same.

**BY SIGNING THIS REAFFIRMATION, I ACKNOWLEDGE UNDER PENALTIES OF PERJURY THAT: (A) I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS REAFFIRMATION AND THE UNDERLYING AGREEMENT TO WHICH I AM REAFFIRMING MY ACCEPTANCE; (B) I AM FULLY AWARE OF MY RIGHTS, AND I UNDERSTAND THAT I AM GIVING UP IMPORTANT RIGHTS; (C) I AGREE TO ALL THE TERMS CONTAINED WITHIN THE AGREEMENT AND THIS REAFFIRMATION; (D) I HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS REAFFIRMATION AND HAVE BEEN GIVEN A REASONABLE AMOUNT OF TIME WITHIN WHICH TO CONSULT WITH AN ATTORNEY; (E) I HAVE BEEN GIVEN A PERIOD OF TWENTY ONE (21) DAYS WITHIN WHICH TO CONSIDER THIS REAFFIRMATION AND THE AGREEMENT WHICH I AM REAFFIRMING, AND HAVE BEEN PROVIDED SEVEN (7) DAYS AFTER SIGNATURE TO REVOKE SUCH ACCEPTANCE IN WRITING; (F) I HAVE AVAILED MYSELF OF ALL OPPORTUNITIES I DEEM NECESSARY TO MAKE A KNOWING, VOLUNTARY, AND FULLY INFORMED DECISION; AND (G) I HAVE SIGNED THIS REAFFIRMATION FREE OF DURESS OR COERCION.**

The parties have each executed this Reaffirmation of the Special Retention Agreement on the dates indicated below.

AGREED TO BY:

ACCEPTED BY:

**ResCare, Inc.**

\_\_\_\_\_ By: \_\_\_\_\_  
Steven S. Reed \_\_\_\_\_, \_\_\_\_\_

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

