

FRANCHISE DISCLOSURE DOCUMENT



LUXOTTICA OF AMERICA INC.
 f/k/a LUXOTTICA RETAIL NORTH AMERICA INC.
 An Ohio Corporation
 4000 Luxottica Place
 Mason, Ohio 45040
 (513) 765-6000
www.ownapearlevision.com
www.pearlevision.com

The Franchise offered is for a “PEARLE VISION®” retail optical EyeCare Center, operated (unless prohibited by law) in conjunction with an optometric or ophthalmologic office. Each Pearle Vision EyeCare Center dispenses prescription eyeglasses, sunglasses, and contact lenses, and may have an on-site finishing laboratory that allows the Franchisee to produce a complete pair of eyeglasses on site for a significant percentage of prescriptions. Pearle Vision EyeCare Centers may also sell non-prescription sunglasses, contact lens solution, accessories, and other ancillary items (such as reading glasses and magnifying glasses) that are approved by the franchisor.

The total investment necessary to begin operation of a new Pearle Vision EyeCare Center is \$639,239 to \$978,710. This includes \$98,094 to \$167,991 that must be paid to the franchisor or its affiliates. If you are converting an existing independently owned store to a Pearle Vision EyeCare Center, the total investment is \$70,195 to \$412,819, of which \$27,500 to \$131,000 must be paid to the franchisor or its affiliates. If you enter into a Development Agreement, you will pay, in addition to the amounts to begin operation of an EyeCare Center, \$30,000 to \$439,200, of which \$30,000 to \$200,000 is paid to the franchisor or its affiliates.

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Note, however, that no governmental agency has verified the information contained in this document.

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosure in different formats, including an electronic format, contact Michelle Thaler, Paralegal – Franchise, 4000 Luxottica Place, Mason, Ohio 45040; telephone number 513-765-3221.

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

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

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

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How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About This Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement and development agreement require you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Ohio. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Ohio than in your own state.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.

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LIST OF EXHIBITS TO DISCLOSURE DOCUMENT

Exhibit	Document
A	Financial Statements of First American Administrators, Inc.
B	State Addenda to Disclosure Document
C-1	Franchise Agreement and Addenda
C-2	Development Agreement and Addenda
D-1	Guaranty and Assumption of Franchisee's Obligations
D-2	Confidentiality/Covenant Not to Compete Agreement
E	Table of Contents of the Operations Portal
F	List of State Administrators
G	List of Franchisor's Agents for Service of Process
H	List of Current Pearle Vision Franchisees
I	List of Pearle Vision Franchisees Who Left the System in Last Fiscal Year
J	List of Retail and Service Affiliates
K	Current Incentive Programs
L	State Effective Dates
ZZ	Acknowledgment of Receipt by Prospective Franchisee

Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language used in this disclosure document, “LOA,” “We,” “we,” “Us,” “us,” and “our” all mean Luxottica of America Inc., an Ohio corporation. The Pearle Vision opportunity discussed in this document is, by definition, a franchise, and we are the franchisor. We will refer to the franchise throughout our documentation as a “Franchise,” and LOA as the “Franchisor,” in keeping with our mission and values. The terms “You,” “you,” “Your,” “your,” and “Franchisee” all mean the purchaser of the Franchise (whether one or more individuals or a legal entity). “Owner” means each individual having a direct or indirect ownership interest in the Franchisee. “Pearle Vision Franchisees” mean all Franchisees who license a Pearle Vision EyeCare Center from us.

FRANCHISOR BACKGROUND

We are an Ohio corporation doing business under the name Luxottica of America Inc., f/k/a Luxottica Retail North America Inc. (“LRNA”), and “Pearle Vision” or “Pearle.” The name change from LRNA to LOA was effective as of December 31, 2018. Our principal business address is 4000 Luxottica Place, Mason, Ohio 45040. Our agents for service of process in states whose franchise laws require us to name a state agency as agent for service of process are disclosed in Exhibit G to this disclosure document; otherwise, our agent for service of process is National Registered Agents, Inc., 4400 Easton Commons Way, Suite 125, Columbus, OH 43219.

We are a successor in interest to the merger of Pearle Vision, Inc. into Lux MASALA LLC, which immediately merged into LensCrafters, Inc., and immediately changed its name to LRNA, n/k/a LOA, all of which occurred on August 2, 2009. We are a wholly owned subsidiary of Oakley, Inc. (“*Oakley*”), a Washington corporation with a principal business address of One Icon, Foothill Ranch, California 92610. Oakley operates primarily as a manufacturer of eyewear under the Oakley® brand, and is wholly owned by EssilorLuxottica USA Inc. (“*EL USA*”), a Delaware corporation, with a principal business address of 1209 Orange Street, Wilmington, DE 19801. EL USA is a subsidiary of Luxottica Group S.p.A. (“*Luxottica*”), an Italian company, with its principal business address at Piazzale Cadorna 3, 20123, Milan.

We are also a successor in interest to the merger of LensCrafters International, Inc. (“LCII”) into LRNA, n/k/a LOA, on December 31, 2016. LCII was the franchisor for the Pearle Vision brand in Puerto Rico and offered franchises for Pearle Vision locations from December 2011 to December 2016. (LCII’s predecessors began offering franchises in Puerto Rico prior to that date.) LCII did not offer any other franchises, operate any Pearle Vision location or conduct any other business.

Effective October 1, 2018, Essilor International S.A. (“*Essilor*”), a major ophthalmic lens company and Luxottica, a global player in the design, manufacture and distribution of eyewear, merged to create an integrated company dedicated to visual health and delivering a superior consumer experience. Essilor is a holding company operating under the name “*EssilorLuxottica S.A.*” and its wholly-owned subsidiary, Essilor International SAS, is principally responsible for its operating activities.

Effective July 1, 2021, EssilorLuxottica S.A. closed the acquisition of a controlling interest in GrandVision NV (“*GrandVision*”), making GrandVision our affiliate. GrandVision is a global leader in optical retail, with more than 7,000 location in 40 countries across Europe, North and Latin America and Asia and with more than 100 stores operating under the For Eyes name in the United States.

EssilorLuxottica S.A., through its wholly owned subsidiary EOA Holding Co., Inc. is the owner of EDA Corporation (f/k/a VSH Corporation), a Delaware corporation which, in turn, is the owner of Vision Source, LLC (f/k/a Vision Source L.P.; (“*Vision Source*”), the franchisor of the nationwide network of eye care centers operating under the retail banner VISION SOURCE®. Vision Source is our affiliate. Vision Source’s principal business address is 23824 Highway 59 North, Kingwood, TX 77339.

On March 1, 2022, EssilorLuxottica acquired U.S. based lab network Walman Optical Company (“*Walman*”). Walman, which has been a leading partner to vision care practices around the country for more than 100 years, will draw on EssilorLuxottica’s focus on product and service innovation to create growth opportunities for the company. Walman has a network of 35 facilities across the U.S., including prescription lens-finishing labs and hubs for optical instruments and other vision care products, and will continue to serve the market under the Walman brand.

FRANCHISOR’S BUSINESS AND BUSINESS ACTIVITIES

The first Pearle Vision EyeCare Center was opened in 1961 by Stanley Pearle, O.D., and we have offered franchises for Pearle Vision EyeCare Centers since December 1980. For over 60 years, Pearle Vision has offered a complete optical experience for families throughout the United States and continues that tradition today as a leader in prescription eyewear, sunwear, contact lenses, and patient services. Through quality products, a commitment to technology, and experienced professionals, Pearle Vision remains committed to providing genuine eye care for patients and retail customers. Being a leader in the optical marketplace means constantly evolving the way we embody eye care within a brick and mortar environment. Thus, our retail footprint, which we call “*EyeCare Centers*,” brings care forward and celebrates our Independent Doctors of Optometry with an environment that creates energy from the exam room to the retail floor. We seek doctors, opticians, and investors who share our vision and are committed to continue this legacy that started with Dr. Pearle over 60 years ago.

We operate Pearle Vision EyeCare Centers in the United States (each a “*Company EyeCare Center*”). We license the right to operate retail optical EyeCare Centers (each an “*EyeCare Center*”) under the service mark PEARLE VISION®. We do not offer franchises in any other line of business. Our Company EyeCare Centers and EyeCare Centers are collectively referred to in this disclosure document as the “*Pearle Vision EyeCare Centers*.” Pearle Vision EyeCare Centers currently operate under the service marks PEARLE® and PEARLE VISION®. These service marks, along with the marks listed in this disclosure document and the other trademarks and service marks we may require or authorize you to use from time to time, are collectively referred to in this disclosure document as the “*Pearle Vision Marks*.”

We are a successor in interest to LensCrafters, Inc., which has operated retail optical stores since 1983, throughout the United States, Canada, and Puerto Rico. We also operate retail optical outlets through leasing and licensing arrangements with host stores including Target. We do not own the trademarks TARGET OPTICAL® or TARGET®, as the same are owned by the relevant host entities. However, under separate licensing agreement with those host entities, LOA is authorized to use these trademarks in the operation of retail optical stores at the host store sites. In some locations, these stores may be located in close proximity to Pearle Vision EyeCare Centers and offer goods and services that are similar or identical to those offered at Pearle Vision EyeCare Centers.

DESCRIPTION AND BUSINESS EXPERIENCE OF AFFILIATES

We have domestic and international affiliates. Some of our international affiliates offer Pearle Vision or optical retail franchises outside of the United States but have not offered franchises in other lines of business. Our domestic and international affiliates may also operate optical retail stores inside and outside of the United States. Those affiliates and the length of time they have operated franchised optical retail stores are disclosed in Exhibit J (“*Retail Affiliates*”). Additionally, some of our domestic and international affiliates may also provide products or services to you. Those affiliates and the services offered are disclosed in Exhibit J (“*Service Affiliates*”). Except as stated, we do not have any affiliates that must be disclosed in Item 1.

Our affiliate, First American Administrators, Inc., absolutely and irrevocably guarantees the performance of all of our obligations owed to you under any fully executed Franchise Agreement or Development Agreement and any respective related agreements referred to in this disclosure document. A

copy of the guarantee of performance is attached as part of Exhibit A. See Item 21 of this disclosure document for additional discussion of this guarantee.

DESCRIPTION OF THE FRANCHISE OFFERED

We develop, operate, and license a system of optical retail EyeCare Centers that sell prescription and non-prescription eyewear, contact lenses, accessories, and supplies and optometric or ophthalmologic services (as permitted by law) using the “*Pearle Vision System*.” The Pearle Vision System includes the following: (1) the right to use certain advertising, merchandising and marketing techniques, operating procedures, training materials, product and service quality standards, business and accounting methods, and other services, that we supply to you; (2) the right to use the name, trademarks and logos of optical products from Luxottica that you are authorized to sell at your EyeCare Center for advertising and promoting the sale of such products in connection with the EyeCare Center; (3) the requirement that you participate in marketing programs, customer retention programs, customer service programs, other programs, guarantees, warranties, or replacement discount plans we may arrange on a national, regional, or local basis; and (4) utilization of certain lens-related equipment to produce eyewear, as well as to provide other optical services. By maintaining the product and service quality standards that are part of the Pearle Vision System (“*Pearle Standards*”), you will qualify to become an in-network provider in certain managed vision care plans.

The Pearle Vision System is more fully detailed in the Operations Portal, an electronic performance support system (“*Operations Portal*”), which is an integral part of the Pearle Vision Operating System. We reserve the right to change the Pearle Vision System and/or the requirements contained in the Operations Portal periodically to reflect changes in our authorized products, specifications, standards, and operating procedures.

DESCRIPTION OF THE EYECARE CENTER

Through a Franchise Agreement attached as Exhibit C-1 (“*Franchise Agreement*”) which generally has a term of five to 10 years, we grant you the contractual right (the “*Franchise*”) to operate one or more EyeCare Centers at specific locations using the Pearle Vision Marks and the Pearle Vision System.

If you have not identified a specific location, we can grant you the right to develop an EyeCare Center within a defined geographic territory agreed upon between you and us and identified in the Location Addendum to the Franchise Agreement (the “*Trade Area*”) within 180 days from the date of the Franchise Agreement.

If you wish to franchise more than one EyeCare Center within a Trade Area, we may enter into an area development agreement (“*Development Agreement*”) that gives you, as a “*Developer*,” the right to develop more than one EyeCare Center in a specific period of time, and you must pay us the Development Fee. The EyeCare Centers you develop can be a combination of Full Service and Independent Conversion EyeCare Centers (see definitions below). The Development Agreement grants you limited exclusivity (“*Limited Exclusive Development Agreement*”). If you do not wish to have limited exclusivity, you will sign an amendment to that Agreement and you will pay a reduced Royalty (a “*Non-Exclusive Development Agreement*”).

As part of your EyeCare Center, you may also offer optometric services through a licensed optometrist or medical doctor. You may also become a provider for managed vision care plans such as EyeMed Vision Care, LLC, one of our Service Affiliates (“*EyeMed*”). EyeMed provides vision benefits to more than 60 million members. The amount of managed vision care members your location services may affect the financial performance of your EyeCare Center.

Currently, our standard offer is a “*Full Service EyeCare Center*,” which includes an optical retail dispensary, retail area, optometric waiting area, exam lane, pre-test room, and contact lens fitting room.

Additionally, Full Service EyeCare Centers must maintain standards critical to the Pearle Vision System. The Full Service EyeCare Centers are generally located in free standing strip centers in 1,750 to 2,400 square feet with a 800 to 1,100 unit Frame Capacity. The square footage of the EyeCare Center impacts the Frame Capacity, the number of exam lanes and whether surfacing lab equipment can be incorporated. Franchise Agreements signed before 2014 were for an operation somewhat different from a Full Service EyeCare Center. Existing Franchisees of these older format EyeCare Centers may convert their older format EyeCare Center to a Full Service EyeCare Center by signing an addendum to their Franchise Agreement. A number of those have been converted. There are approximately 51 that have not yet done so, but may in the future.

We also offer the opportunity to license an “*Independent Conversion EyeCare Center*” by converting your existing, independently operated optical store to the Pearle Vision System or by acquiring an independently operated optical store and converting it to the Pearle Vision System. These stores pay a royalty equal to seven percent (7%) of monthly “Incremental Gross Revenues” as that term is defined in the Franchise Agreement, and may be required to update to include certain elements that we determine in our sole discretion.

THE OPTICAL PRODUCTS AND SERVICES MARKET

The markets for optical products and for optometric or ophthalmic services are well developed. If you become a Franchisee, your competitors will include other independent eye care professionals, national and regional optical chains, and other national chains and department stores that provide optometric products and services, and in some cases, mail order or internet-based suppliers of similar products, and may be providers in the same managed vision care plans. In the course of operations, Luxottica has attempted to differentiate the store brands operated by its subsidiaries to appeal to different segments of the buying public; therefore, although the stores from other Luxottica retail brands may sell optical products with the same brand names you offer, the specific products tend to vary. In some cases, these other stores may be located in the same mall or strip center as your EyeCare Center, depending on any exclusivity provisions contained in your lease. Further, we or our affiliates may acquire other chains under other trademarks, some or all of which may be converted to other Luxottica retail brands.

APPLICABLE LAWS

You are required to conduct your business in a lawful manner and to comply with all applicable federal, state, and local laws, as well as with the regulations of applicable licensing authorities (if any) in your jurisdiction, including, without limitation, laws, rules, and regulations relating to: (1) federal health care programs; (2) accessibility requirements, including but not limited to, the Americans with Disabilities Act (“*ADA*”); (3) the Health Insurance Portability and Accountability Act (“*HIPAA*”); and (4) all applicable and operative state privacy laws, such as the California Privacy Rights Acts, Colorado Privacy Act and similar state privacy laws and regulations (“*State Privacy Laws*”). You should be aware that the practice of optometry (the practice or profession of examining the eyes for visual defects and prescribing corrective lenses) is regulated through optometric or medical boards, federal and state law, and, in some cases, may require additional licensure. Further, HIPAA and other state laws limit your ability to use, share, and disclose health care information about your patients. Opticianry (the practice of filling prescriptions for ophthalmic lenses, dispensing eyeglasses, and fitting contact lenses) is regulated by federal and state law, and in some cases, may require licensure. Additionally, State Privacy Laws provide state residents specific rights related to the collection, use, and disclosure of their personal information.

As the business owner, you are responsible for understanding these laws and making certain that your EyeCare Center is in full compliance with them. We encourage you to seek the advice of an attorney or other advisor to ensure compliance with these laws.

Eye care is recognized as an essential service under federal, state and local regulation. Orders

related to COVID-19 which impact the cost of operation for optical locations vary by jurisdiction. These orders may include scope of care, patient and employee screening, capacity restrictions, enhanced cleaning and PPE requirements for customers and staff.

Item 2 BUSINESS EXPERIENCE

Director: Francesco Milleri

Mr. Milleri has been Director and Chief Executive Officer for EssilorLuxottica SA since May 2021. He has been a Director of LOA since January 2018.

Director: Stefano Grassi

Mr. Grassi has been Chief Financial Officer of EssilorLuxottica SA since May 2021; Director of EssilorLuxottica America SAS since August 2018 and Managing Director since December 2021.

Director and Chief Financial Officer – EssilorLuxottica North America: Sara Francescutto

Ms. Francescutto has been the Director and Chief Financial Officer – EssilorLuxottica North America since April 2022. Prior to that, she was Head of Markets, Business Controlling at Luxottica from September 2017 through April 2022.

Executive Vice President of Human Resources – EssilorLuxottica North America: Pasquale Levato

Mr. Levato has been the Executive Vice President of Human Resources – EssilorLuxottica North America since August 2021. Prior to that, Mr. Levato was the Senior Vice President of Human Resources – North America for LOA from January 2020 to July 2021; Senior Vice President of Human Resources – Retail Brands Americas from October 2017 to December 2019; HR Director for Retain EMEA, LATAM and APAC regions of Luxottica Group from October 2017 through December 2019.

President – North America, Retail Licensed Brands & Pearle Vision: Gunjan Kumar

Mr. Kumar has been President – North America, Retail Licensed Brands & Pearle Vision since May 2022. Mr. Kumar was Senior Vice President and General Manager, Licensed Brands from June 2018 through May 2022. Prior to that, he was a General Manager for Luxottica China Investment Co. in Shanghai, China from January 2017 to June 2018.

Treasury Director – EssilorLuxottica North America: Luca Marsura

Mr. Marsura has been Treasury Director – EssilorLuxottica North America since May 2021. Prior to that, he was Treasury Director– North America of LOA from November 2018 to May 2021; and Corporate and LATAM Treasury Manager for Luxottica Group S.p.A. from January 2016 to October 2018.

Vice President, Assistant Chief Legal Officer – EssilorLuxottica North America & Secretary: Cara Londin

Ms. Londin has been Vice President, Assistant Chief Legal Officer – EssilorLuxottica North America & Secretary since April 2022 and Vice President, General Counsel – North America & Secretary – EssilorLuxottica since October 2021. Prior to that, she was the Vice President, General Counsel – North America & Secretary of Luxottica U.S. Holdings Corp. from February 2019 through October 2021. She also was a partner at Londin Law PLLC and served as Consultant & Senior Legal Advisor to the Luxottica

Group Office of the Chief Financial Officer from December 2015 to January 2019.

Vice President, Marketing: Doug Zarkin

Mr. Zarkin has been Vice President of Marketing for Pearle Vision since June 2012.

Vice President, Field Operations Company & Franchise for Pearle Vision: Josh Robinson

Mr. Robinson has been Vice President, Field Operations Company & Franchise for Pearle Vision since November 2022. Prior to that, he was the Vice President, Licensing & Development for Pearle Vision from May 2018 to November 2022; and Vice President, East Operations for Pearle Vision from May 2016 to May 2018.

Territory Vice President, Franchise Stores: David Reiter

Mr. Reiter has been Territory Vice President of Franchise Stores since November 2022. Prior to that, he was the Vice President of Franchise Stores from May 2018 to November 2022 and Territory Vice President – West from May 2016 to May 2018.

Director, Planning: Nigel Edwards

Mr. Edwards has been Director, Planning for Pearle Vision since July 2015.

Senior Director of Licensing and Development for Pearle Vision: Michael Weaver

Mr. Weaver has been Senior Director of Licensing and Development for Pearle Vision since April 2018. Prior to that, he was Director of Licensing and Development for Pearle Vision from September 2014 to April 2018.

Senior Director of Franchise & Brand Solutions for Pearle Vision: Erin Shea

Ms. Shea has been Senior Director of Franchise Strategy for Pearle Vision since August 2022. Prior to that, she was Director of Supply Chain for Pearle Vision from June 2018 to August 2022, and Director of Patient CRM for Pearle Vision from March 2015 through July 2018.

Senior Director of Store Operations for Pearle Vision: Elizabeth Schmidt

Ms. Schmidt has been Senior Director of Store Operations for Pearle Vision since January 2022. Prior to that, she was Director of Operations and Project Management at Equinox from February 2018 to January 2022.

Senior Director of Finance for Pearle Vision: Avia Guarneri

Ms. Guarneri has been Senior Director of Finance for Pearle Vision since March 2022. Prior to that, she was Vice President of Finance for Brunello Cucinelli USA Inc. from September 2017 to March 2022.

Item 3 LITIGATION

1. Current Litigation

Miguel Licea, et al. v. Luxottica of America Inc., U.S. District Court, Central District of California, Case No. 5:22-cv-1826 (filed October 16, 2022). This is a class action complaint alleging that Luxottica of America Inc. d/b/a LensCrafters, wiretaps the private conversations of users of the LensCrafters.com chat feature and allows a third party to eavesdrop on the communications in real time and during transmission to harvest data for financial gain, without first obtaining users' consent, in violation of the California Invasion of Privacy Act. We filed a motion to dismiss on December 30, 2022. Plaintiff dismissed without prejudice on February 13, 2023.

Shawn Faria v. EssilorLuxottica S.A., EssilorLuxottica Canada Inc., and Luxottica Retail North America Inc., Case No. 500-06-001139-217, Superior Court, District of Montreal, Quebec (filed March 22, 2021). Plaintiff alleges that Luxottica uses its relationship with its licensed brands to control the price and supply of eyewear. Specifically, Plaintiff alleges claims for breaches of the Competition Act, Unjust Enrichment, Civil Conspiracy, and Breach of the Business Practices and Consumer Protection Act. We were served with the complaint on October 18, 2021. We filed an answer on November 15, 2021. We filed a motion to adduce evidence and a hearing on that motion took place on June 20, 2022. The motion was denied in early July. The authorization hearing was scheduled for February 2023, but will be rescheduled because a new judge has been assigned.

Michael Doyle v. Luxottica of America Inc., Case No. 1:20-cv-00908, U.S. District Court, Southern District of Ohio (filed November 10, 2020); Phillip Gervais v. Luxottica of America Inc., Case No. 1:20-cv-00983, Southern District of Ohio (filed December 4, 2020); and Jessie Crockett v. Luxottica of America Inc., U.S. District Court, Case No. 1:20-cv-01011, Southern District of Ohio (filed December 16, 2020). These three class action lawsuits were consolidated into In re: Luxottica of America Inc. Data Security Breach Litigation, 1:20-cv-00908. The consolidated class action complaint alleges, as a result of a data breach, claims for negligence, negligence per se, breach of confidence, breach of express contract, breach of implied contract, intrusion upon solitude/invasion of privacy, breach of fiduciary duty, bailment, unjust enrichment, violation of Ohio's Consumer Sales Practices Act, California's Unfair Competition Law, California Customer Records Act, California Consumer Privacy Act, the Fair Credit Reporting Act, and Connecticut Unfair Trade Practices Act. We filed a motion to dismiss on March 19, 2021.

Jonathan Pezzente v. EssilorLuxottica, Essilor International S.A., EssilorLuxottica Canada Inc., and Luxottica Retail North America Inc. ("Luxottica"), Case No. 2392962, Supreme Court of British Columbia (filed November 12, 2020). Plaintiff alleges that Luxottica uses its relationship with its licensed brands to control the price and supply of eyewear. Specifically, Plaintiff alleges claims for breaches of the Competition Act, Unjust Enrichment, Civil Conspiracy, and Breach of the Business Practices and Consumer Protection Act. We were served with a complaint on November 20, 2022.

Jeffrey Gray, Dawn Gray, and Brave Optical, Inc. v. Gutman Vision, Inc., Alex Gutman and Milana Gutman, Luxottica of America, Inc., f/k/a Luxottica Retail North America, Inc., and EyeMed Vision Care, LLC. Cause No. dc-17-07929 District Court of 101st Judicial District Dallas County (filed March 19, 2019 as to LOA and EyeMed). The Grays (current franchisees) claim that Pearle Vision and EyeMed engaged in fraud and/or conspired to commit fraud when they failed to disclose to the Grays that the Gutmans, former franchisees from whom the Grays purchased their EyeCare Center, had been terminated from EyeMed for false reporting. They argue that Pearle Vision and EyeMed had a duty to disclose that information to them before they purchased the Gutmans' store, that had they known the facts leading to the EyeMed termination they would not have purchased the store, and that they overpaid for the store. The Grays demand over \$1 million in damages. Pearle Vision and EyeMed filed a motion to dismiss on May 16, 2019. The Court failed to timely rule, so the motion was denied by operation of law. On

August 23, 2019, Pearle Vision and EyeMed filed an appeal. The appeal was denied and the matter sent back to the trial court. On February 1, 2022, Pearle Vision counterclaimed against the Grays and Brave Optical for unpaid royalties and advertising fees. On March 15, 2022, the Court granted Pearle Vision's and EyeMed's motions for summary in their entirety and (a) dismissed all claims against Pearle Vision and EyeMed with prejudice and (b) granted judgment in favor of Pearle Vision and against the Grays and Brave Optical in the amount of \$351,048.15, plus pre and post-judgment interest. On March 17, 2022, the Grays filed an Emergency Motion to Set Aside the Order granting judgment in favor of Pearle Vision and EyeMed. The Motion was granted on March 28, 2022. The district court judge also enjoined Pearle Vision from taking action to terminate the Grays' franchises. The case was tried to a jury in September 2022. Judgment was entered on December 30, 2022, finding in favor of Pearle Vision on its claim for unpaid royalties and advertising fees and against Pearle Vision and the Gutmans/Gutman Vision on the Grays' claim for fraud, with a resulting judgment against Pearle Vision after applicable offsets, in the amount of \$4,612,203 in compensatory and punitive damages and attorneys' fees. Also on December 30, 2022, the Court found that Pearle Vision had violated the injunction and issued an Order in favor of the Grays for \$82,757 in compensatory damages and \$1.5 million in punitive damages. Pearle Vision has appealed the December 30, 2022 rulings.

Yesenia Ariza, et al. v. Luxottica Retail North America, d/b/a LensCrafters, U.S. District Court, Eastern District of New York, Case No. 1:17-cv-05216 (filed January 5, 2018). This case was originally three separate consumer class actions filed against Luxottica Retail North America Inc. d/b/a LensCrafters in New York, Florida, and California. The parties jointly agreed to consolidate the three class actions into one action in federal court in New York. Plaintiffs allege false advertising and related claims against LensCrafters based on representations regarding the PD measurements by the AccuFit system. Specifically, Plaintiffs claim that LensCrafters' representations that the AccuFit system "measures your eyes five times more precisely than traditional methods, down to a tenth of a millimeter" are false and misleading because the resulting measurements are allegedly not incorporated into the manufacturing process, which Plaintiffs claim involves "manual measurements that must be rounded up to a full millimeter." As a result, Plaintiffs allege that the end-product sold to customers does not have PD measurements that are "five times" more accurate than traditional methods and, due to these representations, induced customers to purchase prescription eyeglasses from LensCrafters when they otherwise would not have and/or forced them to overpay. Plaintiff seeks restitution, disgorgement, compensatory and actual damages, statutory damages, penalties, treble damages, prejudgment interest, costs, attorneys' fees, punitive damages and injunctive relief. On Monday, December 13, 2021, the Court granted Plaintiff's Motion for Class Certification. LensCrafters filed a motion for summary judgment on December 1, 2022 and both parties filed various Daubert challenges to the expert witnesses; those motions remain pending.

2. Actions Dismissed By Settlement Or Final Judgment

Rachel Smith, et al. v. Luxottica Retail North America Inc., et al., U.S. District Court, Southern District of California, Case No. 14cv0366 (filed November 5, 2013). Plaintiff Rachel Smith, individually and on behalf of all others similarly situated, filed a putative class action against LensCrafters and others on November 5, 2013. On May 4, 2014, Plaintiff filed a First Amended Class Action Complaint which names Luxottica Retail North America Inc. dba LensCrafters ("LRNA") and EYEXAM of California, Inc. ("EYEXAM") as Defendants. The First Amended Complaint asserts a number of claims based on the purportedly improper relationship between LRNA and EYEXAM, including violations of California's Unfair Competition Law, False Advertising Law, and Consumer Legal Remedies Act. Plaintiff seeks compensatory damages, restitution, disgorgement, statutory penalties, punitive damages, attorney fees, costs and injunctive relief. On June 8, 2015, LRNA and EYEXAM filed a motion to dismiss the First Amended Class Action Complaint, which was granted in part. Plaintiffs subsequently filed a Second Amended Class Action Complaint on April 29, 2016, and LensCrafters was waiting to respond until after a ruling was made on Plaintiffs' appeals of dismissals of similar cases against Costco and Wal-Mart. The Court ruled in the Costco and Wal-Mart cases on July 31, 2018. LensCrafters filed a Motion to Dismiss on August 30, 2018 and the Court granted the motion dismissing all but one claim. Plaintiff filed an Amended

Complaint and LRNA (now Luxottica of America Inc.) and EYEXAM filed an Answer on May 26, 2020. The parties reached a confidential settlement that included a monetary payment by Luxottica. The case was dismissed with prejudice on June 19, 2021.

Lillian Shallow, Guardian ad Litem, et al. v. Target Corporation, et al., U.S. District Court, Southern District of California, Case No. 14cv00294 (filed November 5, 2013). Plaintiff Lillian Shallow, through her Guardian ad Litem, Kathleen Shallow, individually and on behalf of all California Target Optical customers, filed a putative class action against Luxottica Retail North America Inc. dba Target Optical (“LRNA”) and others on November 5, 2013. On May 4, 2015, Plaintiff filed a First Amended Class Action Complaint which asserts a number of claims based on the purportedly improper business practices of LRNA and Target, including violations of California's Unfair Competition Law, False Advertising Law, and Consumer Legal Remedies Act. Plaintiff seeks compensatory damages, restitution, disgorgement, statutory penalties, punitive damages, attorney fees, costs and injunctive relief. On June 8, 2015, LRNA and EYEXAM filed a motion to dismiss the First Amended Class Action Complaint, which has been granted in part. Plaintiffs subsequently filed a Second Amended Class Action Complaint on April 29, 2016, and LensCrafters was waiting to respond until after a ruling was made on Plaintiffs’ appeals of dismissals of similar cases against Costco and Wal-Mart. The Court ruled in the Costco and Wal-Mart cases on July 31, 2018. LensCrafters filed a Motion to Dismiss on August 30, 2018 and the Court granted the motion dismissing all but one claim. Plaintiff filed an Amended Complaint and LRNA (now Luxottica of America Inc.) filed an Answer on May 26, 2020. The parties reached a confidential settlement that included a monetary payment by Luxottica. The case was dismissed with prejudice on June 16, 2021.

2128 Route 38 Associates, LLC v. Luxottica of America Inc. and Pearle Vision, Inc., Case No. CAM-L-003858-19, Superior Court of New Jersey, Camden County (filed September 26, 2019). Plaintiff is the landlord of a Pearle Vision location. Plaintiff alleges Luxottica of America Inc. d/b/a Pearle Vision breached its lease by failing to maintain the premises. The parties reached a confidential settlement that included a monetary payment and continued occupancy by Luxottica for a limited period without further obligations, and the case was dismissed on May 28, 2020.

J. Thompson, et al. v. 1-800 Contacts, Inc., et al., U.S. District Court, District of Utah, Case No. 2:16-cv-01183 (filed May 31, 2017). Plaintiffs, individually and on behalf of U.S. consumers who purchased contact lenses directly from 1-800 Contacts, Inc.’s website, filed a class action alleging that 1-800 Contacts, Inc. and 13 of its competitors, including Luxottica Retail North America Inc. (“LRNA”), violated federal antitrust laws by entering into a series of agreements in which 1-800 Contacts and each of the Defendants agreed not to bid on each other’s trademarks in online search advertising auctions. The Plaintiffs allege that the Defendants’ actions prevented the consumer class from receiving the benefits of a fair and competitive marketplace for information about various companies selling contact lenses directly to consumers online and about the pricing of their contacts. As a result of this alleged conduct, Plaintiffs claim that Defendants were able to charge higher prices than if there had been full competition among the Defendants and, as a result, the consumer class paid higher prices for contact lenses than they otherwise would have. The Plaintiffs are seeking to invalidate the agreements, along with attorney’s fees and compensatory damages. On August 4, 2017, Defendants filed a Motion to Dismiss which was denied by the Court. On July 5, 2019, LRNA agreed to settle the lawsuit for a payment of \$5.9 million dollars and specified non-monetary cooperation terms involving the production of documents and data to Plaintiffs. The parties have a signed settlement agreement. The court granted preliminary approval on July 29, 2019 and LRNA has funded the settlement. On October 20, 2020 the court entered a final judgment and dismissed the lawsuit.

Luxottica Retail North America Inc. v. Boris Safir, Doctor EYECare, PA d/b/a/ Doctor EYECare, (filed February 27, 2018). Defendant Boris Safir (“Safir”) is a former Pearle Vision franchisee who operated Pearle Vision stores at two locations in the Dallas area. Safir’s Franchise Agreements expired on January 31, 2017. Luxottica alleged Safir failed to comply with a number of post-termination obligations under his Franchise Agreements, including turning over customer records, transferring store phone

numbers, turning over Pearle Vision assets and materials, paying all sums due to Pearle Vision, and deidentifying the stores to clearly distinguish them from Pearle Vision stores. Luxottica alleged that Safir continues to own and operate the stores with his sons through Defendants Doctor EYECare, PA and Professional Care Enterprises, LLC. Luxottica alleged claims for Violation of the Texas Uniform Trade Secrets Act, Breach of Contract, Tortious Interference with Contract/Prospective Business Relations, Conspiracy, Unjust Enrichment, and Violations of the Texas Theft Liability Act/Conversion. The remedies sought by Luxottica included injunctive relief, damages, and attorneys' fees. The case settled and was dismissed without prejudice on August 13, 2018.

Altair Eyewear, Inc. v. Luxottica Retail North America Inc., et al., California Superior Court, Sacramento County, Case No. 2014-00156471 (filed January 10, 2014). Plaintiff, Altair Eyewear, Inc., filed this case against Luxottica Retail North America Inc. dba LensCrafters ("LRNA") and EYEXAM of California, Inc. ("EYEXAM") for injunctive relief based on the purportedly improper relationship between LRNA and EYEXAM. Plaintiff sought a permanent injunction requiring LRNA and EYEXAM to discontinue their relationship and advertising, but did not seek monetary damages, other than its attorney fees and costs. The case was dismissed without prejudice on December 16, 2014.

People of the State of California v. Cole National Corporation, Cole Vision Corporation, Cole Vision Services, Inc., Pearle, Inc., Pearle Vision, Inc., Pearle Vision Center, Pearle Vision Express, Pearle Vision Care, Inc., Stanley C. Pearle, Jeffrey A. Cole, Peggy Deal, Joseph Gaglioti, Stephen L. Holden, Dennis C. Osgood, Larry Pollack, David Sherriff, and David Stefko, Case No. GIC783135, Superior Court of California, County of San Diego (filed February 2002). The State of California commenced this action against Cole and certain of its subsidiaries, including Pearle Vision, Inc. and Pearle Vision Care, Inc., alleging various statutory violations related to the operation of EyeCare Centers in California, including violations of California laws governing relationships among opticians, optical retailers, manufacturers of frames and lenses, and optometrists; false advertising; and other unlawful or unfair business practices. The action sought unspecified damages, disgorgement and restitution of allegedly unjustly obtained sums, civil penalties, and injunctive relief, including an injunction that would prohibit defendants from providing eye examinations or other optometric services at Pearle Vision Eye Care in California. On July 18, 2007, the trial court entered a final judgment and permanent injunction dismissing the case pursuant to a stipulation of the parties. Among other things, the judgment required us to pay \$2.5 million for attorneys' fees and costs of investigation.

3. Franchisor - Initiated Lawsuits

Luxottica of America Inc. v. Brave Optical, Inc., Jeffrey Gray and Dawn Gray, Case No. 4:22-cv-244, U.S. District Court, Eastern District of Texas (filed March 28, 2022). This lawsuit arises from the violation of intellectual property rights by Defendants' ongoing unauthorized use and display of Luxottica's trademarks and service marks following expiration and termination of Defendants' franchise agreement. Defendants filed a motion to dismiss on May 6, 2022. Luxottica filed an opposition on June 3, 2022. The Court denied Defendants' motion to dismiss on November 29, 2022. On October 21, 2022, Defendants added counterclaims for libel, tortious interference, business disparagement, and civil theft. On November 2, 2022, Luxottica filed a motion for partial summary judgment. On December 20, 2022, Luxottica filed an amended complaint to add a cause of action for breach of the non-compete. On December 27, 2022, Luxottica filed a motion for preliminary injunction.

Item 4 BANKRUPTCY

No bankruptcies, either foreign or domestic, are required to be disclosed in this Item.

Item 5 INITIAL FEES

DEVELOPMENT FEE

If you enter into a Limited Exclusive Development Agreement, simultaneously with signing that Agreement, you must pay a Development Fee of \$10,000 for each EyeCare Center you intend to develop under the Limited Exclusive Development Agreement; provided that, depending on the market that you will develop, we reserve the right to charge up to the entire amount of the Initial Franchise Fees for all of the EyeCare Centers you intend to develop under the Limited Exclusive Development Agreement. The Development Fee is uniform for all developers who execute the Limited Exclusive Development Agreement, is fully earned when paid and is nonrefundable.

If you enter into a Non-Exclusive Development Agreement, you will also pay the Development Fee, but you will pay a reduced Royalty.

INITIAL FRANCHISE FEE

When you sign the Location Addendum to the Franchise Agreement, you must pay a lump sum “*Initial Franchise Fee*” for each EyeCare Center you Franchise as shown in the table below:

Initial Franchise Fee	
New Franchisee	\$30,000
Existing Franchisee	\$20,000

A “*New Franchisee*” is an individual or entity that does not have an active, fully executed Franchise Agreement for an EyeCare Center, and an “*Existing Franchisee*” is an individual or entity that currently operates one or more EyeCare Centers. If you sign a Location Addendum to the Franchise Agreement but you fail to submit the site materials or commence construction by the deadlines, we may, at our option, terminate the Franchise Agreement. In that event, we will refund, without interest, the Franchise Fee (less \$5,000 for administrative and out-of-pocket expenses) and you must sign a general release in our favor.

Non-traditional venues such as military bases, universities, hospitals, health clinics, medical practices, store-in-store venues, government buildings and large employers may pay a different Initial Franchise Fee than our traditional EyeCare Centers. Except as noted, the Initial Franchise Fee is uniform for all franchisees, is fully earned when paid, and, except as stated in this paragraph, not refundable.

OTHER MISCELLANEOUS AMOUNTS

You must also purchase or install the following items from us or our Service Affiliate when you obtain a franchise for a New Full Service EyeCare Center (Chart A in Item 7): (1) Inventory, which will cost \$33,000 to \$84,000; and (2) Grand Opening Advertising, which will cost at least \$15,000 for a new EyeCare Center or at least \$7,500 for an Independent Conversion; and (3) A&E Fees, which will cost \$16,300.

INCENTIVE PROGRAMS

We have offered certain special “*Incentive Programs*” in the past and reserve the right to offer these programs and similar programs at any time in the future. Among other things, Incentive Programs may decrease the following: (a) the Initial Franchise Fee or amounts payable to us before you open your EyeCare Center; (b) market fund contributions; or (c) royalties. The current Incentive Programs are summarized in Exhibit K to this disclosure document, and we may add, change or discontinue Incentive Programs at any time. The opportunity to participate in an Incentive Program may be made to Franchisees individually or as part of a special group.

Item 6 OTHER FEES

TYPE OF FEE (Note 1)	AMOUNT	DUE DATE	REMARKS
Royalty	7% of Gross Revenues	Payable monthly on the 15 th day of each month by electronic funds transfer	See Note 2. Gross Revenues includes all revenues generated from your EyeCare Center, excluding Professional Fee Revenues, taxes, unclaimed orders, coupon discounts or documented refunds, reimbursements, or price adjustments.
Advertising Contribution	8% of Gross Revenues	Payable monthly on the 15 th day of each month by electronic funds transfer	See Note 3. This fee may increase if you do not participate in managed vision care (“MVC”) plans (such as EyeMed) or the Local Co-op votes to increase the fee.
New Start Grand Opening Advertising	No less than \$15,000	Payable in three (3) equal installments on the 25 th of the month by electronic funds transfer	See Note 4.
Independent Conversion Grand Opening Advertising	No less than \$7,500	Payable in two (2) equal installments on the 5 th of the month by electronic funds transfer	See Note 4.
Renewal Fee	\$5,000	At the time you sign a Franchise Agreement to renew your Franchise	You pay this fee to us to renew your Franchise.
Transfer Fee	Up to \$7,500	At the time you submit your transfer request to us	You pay this fee to us to transfer any interest in your EyeCare Center. The fee is prorated depending upon the amount of interest you transfer.
A&E Fees	\$16,300	At the time you sign or renew the Franchise Agreement	See Note 5.
Project Services Fees	\$16,000	At the time you are required to complete a full remodel or relocate	See Note 6. You pay these fees to us if you are completing a full remodel or relocation of your EyeCare Center.

TYPE OF FEE (Note 1)	AMOUNT	DUE DATE	REMARKS
Frames	Varies	As agreed	See Note 7. You must purchase and replenish enough Frames through our supply chain management and approved suppliers to meet the requirements of your Franchise Agreement.
Inventory	Varies	As agreed	See Note 8. You will purchase certain Inventory from us or our Approved Suppliers.
Lab Services	Varies	As agreed	See Note 9. You must obtain Lab Services from us or our Approved Suppliers.
Additional Training	\$100–\$500	Upon completion of training	You will pay this fee to us for each additional training session. This cost will vary according to how many members of your staff attend training and the type of training attended.
Audit	Cost and expenses of audit (including travel and per diem costs) and attorneys' fees	Paid on the 25 th day of the month following the month your account has been billed	You will pay this fee to us for a periodic review of your books and records if the audit reveals any underreporting.
Late Fees	18.0% per annum or the maximum rate permitted by law, whichever is lower, on any overdue amount	Paid on the 25 th day of the following month after your account has been billed	You will pay us certain Late Fees for payments returned due to insufficient funds, late payments or late financial statements. Late Fees may be charged in addition to any other remedies Pearle Vision may have including, for example, the NSF Fee.
Insufficient Funds Fee ("NSF Fee")	In a calendar year, \$35 for the 1st incident and \$100 for all additional incidents or as otherwise provided in the Operations Portal	Immediately upon notice	Assessed if any payments due us are returned from your bank due to insufficient funds in your account. Fee may be changed as provided in the Operations Portal.
Financial Statement late Fee	\$250 per month for late Financial Statements submitted in calendar quarters of Q1, Q2, or Q3; \$1,000 per month for late Financial Statements submitted in calendar quarter Q4	Immediately upon notice	Assessed if Financial Statements are not provided timely in the manner specified in the Operations Portal. Fee may be changed as provided in the Operations Portal.
Management Fee	8.0% of Gross Revenues	Payable monthly on the 15 th day of the next month	You will pay us this fee if we manage your EyeCare Center due to the death or disability of you or your Designated Operator, or fail to comply with your Franchise Agreement.

TYPE OF FEE (Note 1)	AMOUNT	DUE DATE	REMARKS
External Credentialing Review	Up to \$100 per “Optometric Professional” (an ophthalmologist or optometrist)	At time of submission of application for external credential review	See Note 11.
Indemnification	Varies	On demand	
POS Support and Maintenance Fee	Not to exceed \$400/month if required	Payable monthly on the 25 th day of the month	See Note 12.

Notes: Unless otherwise noted below, all fees are per EyeCare Center.

(1) Non-traditional venues such as military bases, universities, hospitals, health clinics, medical practices, store-in-store venues, government buildings and large employers may pay different fees than those stated in the chart above. Except as otherwise stated, all fees are imposed by and payable to us by electronic funds transfer from your bank account as described below and are non-refundable. The amounts that are not fixed by contract are subject to increases based on changes in market conditions, our cost of providing services, and future policy changes. We may, as part of any incentive program (see Exhibit K), reduce, discount, or rebate any or all of these fees to qualified candidates.

(2) The royalty payment for an Independent Conversion EyeCare Center is 7% of Incremental Gross Revenues. Incremental Gross Revenues means Gross Revenues less the amount of Franchisee’s (or its predecessor’s) gross revenues (calculated in the same manner as Gross Revenues under the Agreement) at the Location during the same month in the year immediately preceding the Effective Date. Incremental Gross Revenues shall be calculated monthly. In any month that Incremental Gross Revenues do not exceed \$0.00, there shall be no Independent Conversion Royalty due, nor shall the amount less than \$0.00 be applied against any future month’s calculation of Incremental Gross Revenues.

For EyeCare Centers opened pursuant to the terms of a Development Agreement, the royalty fee will be 4.9% of Gross Revenues if the Development Agreement involves 5 or more EyeCare Centers and 5.9% if the Development Agreement is for 3 or 4 EyeCare Centers. That fee may be reduced by any applicable incentive program; however, the royalty fee for each EyeCare Center will never be less than 3% of Gross Revenues.

(3) This fee is allocated as follows: 75% toward nationwide advertising fees and 25% toward local advertising fees (i.e., the applicable Local Co-op Fund).

(4) For a New Start, within 60 days after opening, you must spend at least \$15,000 for Grand Opening Advertising. For an Independent Conversion, within 90 days after opening, you must spend at least \$7,500 for Grand Opening Advertising.

(5) “A&E Fees” do not include fees and other expenses related to permit expediting. A&E Fees do include estimates for the cost of, at a minimum, a field survey, construction documents, engineering fees and costs, reimbursable fixed fees, permit set, and energy calculation (approximately \$16,300). These fees vary depending upon the scope of the project and whether you acquire these services from us or a 3rd party vendor. You must pay the A&E Fee to us or, as the case may be, a 3rd party vendor. Excluding revisions due to Landlord and city/municipality comments, we will provide no more than one (1) revision to the construction drawings. Any change following initial approval will be paid by the Franchisee at an additional cost of Five Hundred Dollars (\$500) per hour.

(6) If you are renewing your Franchise Agreement or relocating your EyeCare Center to another Location, you must pay to us one of the following “**Project Services Fees**” per store upon execution of a Site Development Services Addendum to the Franchise Agreement (“**SDSA**”), depending upon your project type. Relocation means that you are moving your EyeCare Center to another Location Address as defined in your Franchise Agreement. Depending upon the terms of your Development Agreement, you may not have permission to relocate your EyeCare Center. At renewal, we will evaluate the condition of your EyeCare Center and its compliance with our current design requirements and will identify any remodeling or repair that may be required, up to and including a full remodel to the current design. The Relocation or Full Remodel Fee is \$16,000 and includes site survey, schematic plan set, construction manager travel to the site mid-construction (as deemed necessary at the sole discretion of Nextore) and punch, and post-opening photos.

(7) “**Frames**” include, but are not limited to, plano or prescription eyewear frames of the following types: ophthalmic, sun, youth, clearance, “steals and deals,” safety, readers, Medicaid and special promotions as we determine under our supply chain management. Approved Suppliers (which may include us or our affiliates) will supply you with the Frames for your frame boards. Our POS System allows us to auto-replenish Frames (“**Frame Board Management**”). We may limit your purchase of Frames to a specific number of SKUs, frame board capacity, volume, or area of your EyeCare Center.

(8) “**Inventory**” includes, but is not limited to, stock lenses, contact lenses, shopping bags, receipt holders, receipt paper, and other accessories. We will manage, meaning initially assort and auto-replenish, your stock lenses and contact lenses (“**Lenses**”) through our “**Lens Management**”. We are the sole source of Lenses through the supply chain program accessed through the POS System. You must purchase shopping bags, receipt holders, receipt paper from Approved Suppliers, which are specified in the Operations Portal. We have the right to be the sole Approved Supplier of those items.

(9) “**Lab Services**” includes, but is not limited to, surfacing, edging, finishing, eyeglass lenses, lens upgrades, lens coatings, or other products or processes you need to produce a complete pair of eyewear. We will manage, meaning route Lab Services to Approved Suppliers, through a lab services management program accessed through the POS System. We may be the sole Approved Supplier of Lab Services or other managed vision care companies may require you to obtain Lab Services from Approved Suppliers as specified in the Operations Portal.

(10) MVC plans require that each optometrist or ophthalmologist providing professional services to MVC plan members at the EyeCare Center (the “**Optometric Professional**”) must complete credentialing prior to providing services. The MVC plan will absorb this cost for the initial review for you (if you are providing professional services) and one other permanent Optometric Professional at your EyeCare Center at the time you execute the Franchise Agreement. Other managed care plans may do the same and charge you a fee for credentialing.

(11) We reserve the right to charge you a “**Service Fee**” to provide enhancements, call center support and other services for your POS System. As of the date of this Franchise Disclosure Document, we do not currently charge this fee, but we reserve the right to do so in the future. Additionally, we reserve the right to charge an additional service related fee on a case by case basis if we provide you with additional services such as a solution to manage managed vision care claims.

Item 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

CHART A: NEW FULL SERVICE EYECARE CENTER – NOTES (A) (B)

US FULL SERVICE EYE CARE CENTER

2,200 square feet

TYPE OF EXPENDITURE	LOW	HIGH	METHOD OF PAYMENT	DUE DATE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fees (Note 1)					
New Franchisee	\$ 30,000	\$ 30,000	Cash	Upon signing the Franchise Agreement	Us
Existing Franchisee	\$ 20,000	\$ 20,000	Cash	Upon signing the Franchise Agreement	Us
A&E Fees (Note 4)	\$ 16,300	\$ 16,300	Cash or financed	As billed	Us or Third Party
Construction (Note 3)	\$ 317,000	\$ 430,000	Cash or financed	As billed	Approved Vendor
Signage, Fixtures, Furniture and Décor (Note 6)	\$ 93,700	\$ 129,200	Cash or financed	As billed or upon signing the Franchise Agreement	Approved Vendor
Equipment (Note 5)	\$ 40,000	\$ 75,000	Cash or financed	As billed	Approved Vendor
Inventory (Note 7)	\$ 33,000	\$ 84,000	Cash or financed	As billed or upon signing the Franchise Agreement	Us or Approved Vendor
Point of Sale and Computer System (Note 8)	\$ 11,395	\$ 23,519	Cash or financed	As billed	Approved Vendor
Grand Opening Advertising (Note 9)	\$ 15,000	\$ 15,000	Cash	As billed	Us
Real Estate (Note 2)	\$ 13,794	\$ 20,691	Cash	As billed	Us or Landlord
Training Expenses (Note 10)	\$ -	\$ 2,000	Cash	Prior to attendance	Third Party
Security Deposits (Note 11)	\$ 1,300	\$ 15,000	Cash	As billed	Us or Third Party
Insurance (Note 12)	\$ 13,000	\$ 25,000	Cash	As billed	Approved Vendor
Additional Funds (Note 13)	\$ 54,750	\$ 125,000	Cash	As needed	Us, Approved Vendor or Third Party
TOTALS FOR NEW STORES					
New Franchisee	\$ 639,239	\$ 990,710			
Existing Franchisee	\$ 629,239	\$ 980,710			

Chart A Notes:

A. This chart lists the estimated amounts of all the fees or payments you must pay to us or a third party before opening one EyeCare Center. Except as otherwise noted, the fees and payments are applicable per store, and are the same for a New Franchisee or an Existing Franchisee, however, if you enter into a Development Agreement your fees and payments to a third party may decrease due to economies of scale.

Except as noted, any fees paid to us are non-refundable and deemed fully earned upon receipt.

B. The figures included in the chart are estimates based upon our experience building Pearle Vision EyeCare Centers with the following characteristics: (a) EyeCare Center standard design, (b) 2,000 square feet with 2 exam lanes, 3 consult desks and 1 exterior sign, and (c) leased from a third-party landlord. Costs will vary depending upon the square footage, condition, location, and laboratory type (if any), of the EyeCare Center and the price differences among market conditions, contractors, and local wage rates, unions, and material costs.

(1) Your Initial Franchise Fee includes the Project Services as outlined in Item 8.

(2) **A&E Fees** do not include fees and other expenses related to permit expediting. A&E Fees do include estimates for the cost of, at a minimum, a field survey, construction documents, engineering fees and costs, reimbursable fixed fees, permit set, and energy calculation (approximately \$16,300). These fees vary depending upon the scope of the project and if you acquire these services from us or a 3rd party vendor. You must pay the A&E Fee to us or, as the case may be, a 3rd party vendor. Excluding revisions due to Landlord and city/municipality comments, we will provide no more than one (1) revision to the construction drawings. Any change following initial approval will be paid by the Franchisee at an additional cost of Five Hundred Dollars (\$500) per hour.

(3) This category includes the following costs:

Leasehold Improvements. The amount of your leasehold improvements will vary depending upon the size of your EyeCare Center and the condition of your space, including whether you receive the space in “as-is” or “vanilla shell” condition. Vanilla shell locations are sites such as new construction sites where the landlord may have prepared the space, such as by providing electrical service, light fixtures, restroom(s), acoustical ceiling tiles, plumbing, drywall, and HVAC. Ceiling height provided should be a minimum of 9'-1" above finished floor, but 10'- 6" above finished floor is preferred. Minimum storefront linear footage is 25'-0" but 35'-0" is preferred in order to maximize our “Doctor Forward” principal. If you purchase an Independent Conversion EyeCare Center your leasehold improvement cost will vary according to the square footage of your EyeCare Center.

Retail Sales Tax. The amount of sales tax you will be required to pay will depend upon the items you purchase and the tax treatment of your locality, state, or federal tax guidelines.

Freight. Freight costs will vary depending upon the items purchased and the proximity of the place where those items are shipped from their destination. If you license an Independent Conversion EyeCare Center you may not incur these costs, depending upon the current state of your EyeCare Center.

(4) This category includes the following costs:

Signage. Estimated costs of interior and exterior signage include the cost of one sign; however, your Landlord may require you to purchase additional signage. In addition, you must purchase visual and graphics displays that include frame presentation displays, mirrors, accessory displays, free standing fixture inserts, graphics, and other marketing and merchandising tools, signage, and logos. All signage must be approved by us prior to display in your EyeCare Center.

Fixtures, Furniture and Décor. We require you to purchase fixtures, furniture, and décor from our Approved Suppliers as required by the current store design and as otherwise determined in our sole discretion. The fixtures, furniture, and décor include, but are not limited to, waiting chairs, chairs, stools, and frame panels. The amount of these items you will need varies according to the

square footage of your EyeCare Center. All Independent Conversion EyeCare Centers will need to purchase proprietary fixtures from our approved suppliers, although in lesser quantity, to comply with our Pearle Vision current brand standards. If you license an Independent Conversion EyeCare Center you may not incur these costs, depending upon the current state of your EyeCare Center.

Freight. Freight costs will vary depending upon the items purchased and the proximity of the place where those items are shipped from their destination.

(5) This category includes, but varies widely based on material and other factors, the following costs:

Optometric Equipment. If your EyeCare Center includes an exam lane, you may wish to purchase optometric equipment. We estimate that it will cost \$40,000 - \$75,000 if you purchase optometric equipment for one pre-test lane and one exam lane. Standard (non-digital) instruments will be on the lower end of this range, while digital equipment will be priced on the higher end. If you build more than one exam room, your costs will increase. These prices are based upon estimates given to us by Topcon and Essilor Instruments, our approved vendors. These prices are not under our control and may change at any time without notice to you. Leasing options may be available.

Finishing Equipment. The finishing equipment presented is for finishing equipment leased through Stereo Optical—Essilor Instruments, National Ops—Satisloh and Briot, Essilor Equipment, or Santinellie, our Approved Suppliers.

Coburn Technologies, an approved supplier, offers a “\$1 purchase option” leasing program. Generally, if you purchase these items, Coburn estimates your total cost will be \$20,000 to \$50,000. These prices are not under our control, and Coburn may change these prices at any time without notice to you.

Lens Preparation Equipment. If you license an EyeCare Center and wish to include a finishing lab, you will lease or purchase lens preparation equipment from approved third-party suppliers.

Tracer. You must purchase or lease a tracer from Essilor, Essilor Equipment, Satisloh, Briot, or Santinellie, our Approved Suppliers. In our experience, our Franchisees purchase the Tracer, rather than lease. You should review the options presented by the various Approved Suppliers to lease or purchase the Tracer.

Dispensing Equipment. To operate your EyeCare Center you will need to purchase dispensing equipment. The dispensing equipment included in this estimate is: a lensometer (manual), lensometer (auto w/printer), and a pupilometer. You may need to purchase additional dispensing equipment if required by law. For example, if your EyeCare Center is located in New Jersey, we believe that N.J.A.C. § 13.33-2.2 requires you to purchase additional dispensing equipment that may increase your initial investment for dispensing equipment. We encourage you to ask your attorney or other qualified business advisor to advise what specific equipment your EyeCare Center must have to comply with the regulation.

Tag Printer and Barcode Scanner. Additionally, you will need equipment to print Frame tags and scan SKU numbers for each Frame. We estimate the cost of these items to be \$465.

On Hold Messaging Service. To ensure our patients receive a proper brand compliant message while waiting on the phone to be cared for by an associate, should you choose to utilize an on-hold messaging service you would be required to use our approved vendor Spectrio. We estimate the cost to be between \$200-\$400 annually depending on which package is selected.

(6) The amount of Inventory you purchase will vary according to the following factors: (a) square footage of your EyeCare Center, (b) if your EyeCare Center has a surfacing or finishing lab, and (c) if you license and open more than one EyeCare Center in within a short period of time.

To open for business, you will need to purchase an “**Initial Frame Assortment**” of Frames to fill up to 100% (at our discretion and direction) of your Frame Capacity, including any Managed Vision Care Assortment (if applicable) from us, and it will consist of Frames from Luxottica USA and Oakley, our Service Affiliates, as well as Approved Suppliers. We will bill you for the Initial Frame Assortment in equal, interest-free, monthly installments as further described in Item 10.

The range provided here is for 600 to 1,200 frame units for one Full Service EyeCare Center. You will also need to purchase Inventory (aside from Frames) that you will need to operate your EyeCare Center as more further described in Item 6.

(7) This category includes the following costs:

Computer System Hardware and Software. You must purchase our approved point-of-sale hardware and software system, which is currently AcuityLogic™ (but may change), from , our Approved Supplier. We estimate the hardware required to run AcuityLogic to cost \$4,800 to \$11,500, for three workstations or as many as five workstations. If you would like additional workstations, your costs will increase.

The AcuityLogic software license will cost \$5,950 to \$10,594:

	Initial Cost	Monthly Cost	Monthly Hosting Fee	Included Services*
Base	\$5,950	\$162.06	\$97.24	Note a
Base and EHR	\$10,594	\$304.36	\$97.24	Note b
Demographic Data Conversion	\$0–\$1,157.53	N/A	N/A	Note c

* All packages include a hosting charge to house your data. In the future the approved point-of-sale system may include social networking, bar code management, credit card processing, and mobile solutions.

Note a: The Base package includes a software license fee, training, implementation, and data conversion (if needed). The monthly cost includes a subscription fee and an insurance clearinghouse.

Note b: The Base plus EHR package includes all of the items in the Base package plus electronic health records for one doctor. For each additional doctor you will need to pay \$150 per month.

Note c: This item is the estimated cost to convert your demographic data from your existing point-of-sale system to our approved POS, which is currently AcuityLogic. If you would like additional data converted, you may incur additional data conversion costs.

ProfitKeeper. Because the point-of-sale system is computer-based, you can utilize the computer system for other needs, such as word processing and “ProfitKeeper™,” our cloud-based financial management system that you must use to report your weekly and monthly sales and provide financial statements. This financial management system provides the Franchisee with real-time

comparatives and benchmarks that can be utilized to evaluate their performance relative to the network and their peers. We cover the cost of the contractually required reporting requirements and online analytic functionality.

GPN. Because the point-of-sale system is computer based, you can utilize the computer system to access an analytic software platform, GPM, which allows for customizable dashboards to assist in creation of key performance indicators to improve productivity and profitability. We reimburse you for the initial installation and monthly fee.

The Appointment Book. Because the point-of-sale system is computer-based, you can utilize the computer system for a web-based appointment scheduling program called “The Appointment Book,” or “TAB,” which is a daily patient appointment scheduler that facilitates patient scheduling online and includes a patient recall. TAB can be accessed through any high speed internet connection or device with internet access within or outside the office. Currently, the cost of TAB is covered through the advertising fund discussed below, although in the future we reserve the right to charge you a membership fee and/or the cost of administrating TAB. However, if your franchised store is located in Texas, your subleasing optometrist will pay us directly for these TAB services.

(8) The Grand Opening Advertising campaign must be conducted within the first 60 days after your EyeCare Center opens. The amount of the Grand Opening Advertising campaign must be at least \$15,000, and we reserve the right to direct you to increase this amount. We will place the Grand Opening Advertising then bill you the cost in three equal monthly installments. We reserve the right to instruct you to pay directly to our 3rd party vendors for all costs associated with your grand opening inclusive of but not limited to creative and media costs.

(9) We estimate that you will need to lease (or purchase) space in a free-standing location, strip center, or mall location for your EyeCare Center in accordance with the square footages we require. Lease Deposits (if any) are not included in our estimates. If you elect to purchase real estate, we estimate the cost for the purchase of unimproved land will range from \$250,000 to \$2,000,000.

(10) The estimated cost presented in this item is for an additional member of your staff to attend training. The cost of your initial training as well as one other member of your staff is included with your Initial Franchise Fee. The estimated cost covers charges for the training, transportation, travel, lodging, and food for your additional member’s initial training period. The “low” estimate assumes that you are located within commuting distance and do not incur *per diem* expenses. The “high” estimate assumes travel, meals, taxi cabs and lodging for one individual, for one week. The cost you incur will vary depending upon factors such as the distance traveled, mode of transportation, travel preferences (such as air travel or ground transportation), nature of accommodations, *per diem* expenses actually incurred, and the number of persons that will attend training. Initial training is more fully described in Item 11 below.

(11) We estimate security deposits on utility services are \$1,300 and a security deposit for rental space varies from \$0 to one month’s rent generally. If you converted your Independent Optical EyeCare Center, we assume that all security deposits have already been paid.

(12) You must have insurance before your EyeCare Center opens for business, and your annual insurance premiums will vary according to the amount of insurance you purchase and other factors such as geographic location and loss experience. The estimates presented in this Item are based upon the minimum levels of insurance required by your Franchise Agreement.

(13) Federal and state franchise disclosure laws require us to include an estimate of all costs and expenses to operate your EyeCare Center during the “initial phase” of the business, which the disclosure law defines as “at least three (3) months or a reasonable period for the industry.” We are not aware of any

established longer “reasonable period” for the retail optical shop industry, so our disclosures cover a three-month period. The additional funds that we estimate you may need will vary considerably based on a variety of factors, such as the following: the size of your EyeCare Center; how much you follow our methods and procedures; your management skills, experience, business acumen, and credit rating; the number of employees you choose to hire and the wages/salary and other benefits you choose to pay; the extent you will be actively involved in store-level operations; local competition; the local market for eyewear; local economic conditions, including rent and the cost of supplies; and the actual sales levels that you achieve during the initial three-month period. These figures exclude the following: (a) payments of royalty and Advertising Fees, since these amounts depend upon your actual Gross Revenues; (b) allowance for other payments made to a bank or financing company on any loan that you may obtain to finance the cost of purchasing the Franchise or other development related costs; (c) your draw or salary (or to your owners, if you are not an individual). The figures for Additional Funds are estimates only.

In addition to the fees or payments described previously, you may incur the following additional fees payable to us or a third party if you sign a Development Agreement before opening your first EyeCare Center:

CHART B: DEVELOPMENT AGREEMENT

US AREA DEVELOPMENT AGREEMENT					
TYPE OF EXPENDITURE	LOW	HIGH	METHOD OF PAYMENT	DUE DATE	TO WHOM PAYMENT IS TO BE MADE
Development Fee (Note A)	\$ 30,000.00	\$ 200,000.00	Cash	Upon signing the Development Agreement	Us
Equipment (Note B)	\$ -	\$ 141,000.00	Cash or financed	As billed	Approved Vendor
Personnel (Note C)	\$ -	\$ 83,200.00	Cash or financed	As billed	Employee
Additional Funds (Note D)	\$ -	\$ 15,000.00	Cash	As needed	Us, Approved Vendor or Third Party
TOTALS FOR DEVELOPMENT AGREEMENT	\$ 30,000.00	\$ 439,200.00			

Chart B Notes:

A. If you sign a Development Agreement, you must pay the Development Fee of \$10,000 per EyeCare Center you commit to develop (minimum of three). The maximum development fee is for a Limited Exclusive Development Agreement under which you can develop 20 locations at \$10,000 per location. You will pay a Development Fee if you sign a Non-Exclusive Development Agreement, but your Royalty will be reduced.

B. If you operate multiple EyeCare Centers, we may agree to allow you to have “hub-and-spoke” lab operations for your EyeCare Centers by designating one or more EyeCare Centers as the facility where full service lens manufacturing takes place to support the other EyeCare Centers you operate, but not EyeCare Centers owned by another Franchisee (the “*Designated EyeCare Center*”). If you wish to have a Designated EyeCare Center, in addition to the equipment noted under Chart A, you may need to purchase or lease additional equipment (including but not limited to a tracer, surface blocker, generator, finer, polisher, finish blocker, edger, and coater for the Designated EyeCare Center). We estimate the additional

equipment will cost \$80,000 to \$141,000 to purchase for a lab that can handle 50 prescriptions/hour in an 8-hour shift. The low estimate reflects that you may be able to purchase used equipment; while the high end reflects costs for new equipment. That cost estimate includes \$10,000 to \$35,000 for a traditional generator; however, if you elect to purchase a digital generator, the cost of the digital generator may be \$125,000 to \$350,000. If you desire to also possess the ability to apply AR coatings which would require an AR chamber and support equipment, we would estimate those items will cost an additional \$250,000 to \$350,000.

C. In addition to your typical store employees, we recommend (but do not require) that you have a Regional Manager solely dedicated to the management and supervision of the developed EyeCare Centers.

D. If you sign a Development Agreement, you will need funds for legal review of the Development Agreement and review the area that the Development Agreement will cover to in order to do trade area and other assessments.

CHART C: INDEPENDENT CONVERSION (Notes AA, BB)

Initial Branding Obligations

TYPE OF EXPENDITURE	LOW	HIGH	METHOD OF PAYMENT	DUE DATE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fees (Note CC)					
New Franchisee	\$ 30,000	\$ 30,000	Cash	Upon signing Franchise Agreement	Us
Existing Franchisee	\$ 20,000	\$ 20,000	Cash	Upon signing Franchise Agreement	Us
Construction (Note DD)	\$ 7,000	\$ 9,000	Not applicable	Not applicable	Not applicable
Signage, Fixtures, Furniture and Décor (Note DD)	\$ 14,300	\$ 24,300	Not applicable	Not applicable	Not applicable
Equipment (Note DD,EE)	\$ -	\$ 75,000	Cash or financed	As billed	Approved Vendor
Inventory (Note EE)	\$ -	\$ 84,000	Cash or financed	As billed or upon signing the Franchise Agreement	Us or Approved Vendor
Point of Sale and Computer System (Note EE)	\$ 11,395	\$ 23,519	Cash or financed	As billed	Approved Vendor
Grand Opening Advertising (Note FF)	\$ 7,500	\$ 15,000	Cash	As billed	Us
Training Expenses (Note GG)	\$ -	\$ 2,000	Cash	Prior to attendance	Third Party
Insurance (Note EE,HH)	\$ -	\$ 25,000	Cash	As billed	Approved Vendor
Additional Funds (Note II)	\$ -	\$ 125,000	Cash	As needed	Us, Approved Vendor or Third Party
TOTALS FOR NEW STORES					
New Franchisee	\$ 70,195	\$ 412,819			
Existing Franchisee	\$ 60,195	\$ 402,819			

Chart C Notes:

AA. This chart lists the estimated amounts of all the fees or payments you must pay to us or a third party before converting an independent optical retail location to an EyeCare Center. Except as otherwise noted, the fees and payments are applicable per store, and are the same for a New Franchisee or an Existing Franchisee. However, if you enter into a Development Agreement your fees and payments to a third party may decrease due to economies of scale. Except as noted, any fees paid to us are non-refundable and deemed fully earned upon receipt.

No amount is included for real estate, security deposits and A&E Fees because you already have the site.

BB. The figures included in the chart are estimates based on the costs we project you will incur to install the Iconic Elements into your Independent Conversion as described in note DD below. Costs will vary depending upon the square footage, current store condition, location, and laboratory area (if any), of the Independent Conversion and the price differences among market conditions, contractors, and local wage rates, unions, and material costs.

CC. Your Initial Franchise Fees will be the same as a New Full Service EyeCare Center (see Note 1, Chart A).

DD. You will need to modify the Independent Conversion to incorporate exterior signage including the cost of at least one sign. Scope of modifications can also vary depending on store condition (see Note 6, Chart A).

EE. You may not incur any costs for Equipment, Inventory, Point of Sale and Computer System or Insurance in connection with the Independent Conversion if you have already obtained those items and the items meet our System Standards and we have approved them. You must, however, cover all costs associated with a one-time upload of your customer data to our Computer System. Further, your estimated costs will be the same as a New Full Service EyeCare Center if you do not already have Equipment, Inventory, Point of Sale and Computer System or Insurance that meet our System Standards and we have approved them. (see Notes 5, 7 and 8, Chart A).

FF. The Grand Opening Advertising campaign must be conducted within the first 60 days after you convert the Independent Conversion to an EyeCare Center. If we determine (at our sole discretion) a Grand Opening is needed, you must spend no less than \$7,500 on the Grand Opening Advertising. We will place the Grand Opening Advertising then bill you the cost in three equal monthly installments.

GG. Your Training Expenses will be the same as a New Full Service EyeCare Center (see Note 10, Chart A).

HH. You must have insurance before becoming an EyeCare Center. If you do not already have the insurance coverages we require, the estimates presented in this Item are based upon the minimum levels of insurance required by your Franchise Agreement.

II. Federal and state franchise disclosure laws require us to include an estimate of all costs and expenses to convert the Independent Conversion and operate it as an EyeCare Center during the “initial phase” of the business, which the disclosure law defines as “at least three (3) months or a reasonable period for the industry.” We are not aware of any established longer “reasonable period” for the retail optical shop industry, so our disclosures cover a three month period. The additional funds that we estimate you may need will vary considerably based on a variety of factors, such as the following: the size of the Independent Conversion; how much you follow our methods and procedures; your management skills, experience, business acumen, and credit rating; the number of employees you choose to hire and the wages/salary and

other benefits you choose to pay; the extent you will be actively involved in store-level operations; local competition; the local market for eyewear; local economic conditions, including rent and the cost of supplies; and the actual sales levels that you achieve during the initial three-month period. These figures exclude the following: (a) payments of royalty and Advertising Fees, since these amounts depend upon your actual Gross Revenues; (b) allowance for other payments made to a bank or financing company on any loan that you may obtain to finance the cost of purchasing the Franchise or other development related costs; (c) your draw or salary (or to your owners, if you are not an individual). The figures for Additional Funds are estimates only.

We cannot assure you that you will not have additional expenses in starting your EyeCare Center. Your actual costs will depend on factors such as your management skill and experience; business acumen; local economic conditions; prevailing wage rates; local competition; whether you open in a rural or urban area; whether the EyeCare Center is in a mall or strip center location; whether the location is leased “as-is” or in “vanilla shell” condition; whether your EyeCare Center contains a finishing and/or surfacing lab, whether union, or non-union labor is used; and how rapidly you open your EyeCare Center. You should review these figures carefully with your business advisor.

Item 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

REQUIRED PURCHASES OR LEASES

As previously described, we require you to purchase certain items from us. Those required purchases are as follows:

1. **Project Services**. This is a required purchase from us if you are fully remodeling or relocating your EyeCare Center. Our Project Services include design, procurement, and construction support, but do not include the costs of constructing your EyeCare Center. If you construct a New EyeCare Center or convert an existing Independent Optometric retail location to a Full Service Pearle Vision, Project Services Fees are included in your Initial Franchise Fee.

2. **Current Design Elements**. Current design elements consist of graphics, display fixtures, flooring, furniture, wall colors, lighting, ceiling tiles, and exterior signage, which you must purchase from us to build or remodel your EyeCare Center and may be purchased from approved suppliers as outlined below.

3. **Frame Assortment**.

If you are opening a New EyeCare Center, you must purchase up to your entire Initial Frame Assortment from us. We determine, in our sole discretion, the Initial Frame Assortment after considering the factors we deem relevant, including but not limited to, EyeCare Center capacity, EyeCare Center demographics, available items, and anticipated sales volume. This requirement does not apply to renewals or relocations. We reserve the right to set either or both a minimum and a maximum number of frames that you must display in your EyeCare Center.

On an ongoing basis, you must purchase all Frames, Lenses and Lab Services through our Approved Suppliers (which may be us or our affiliates). We may require you to purchase all of the Frames from us or our affiliates. We may limit your purchases from Approved Suppliers other than us or our affiliates to a specific number of SKUs, a certain frame board capacity or volume, or area of your EyeCare Center. We may change the assortment of brands or SKUs of Frames in the future in our sole discretion.

4. **Managed Vision Care Assortments**. If you are participating in one or more MVC plans

(like EyeMed), the MVC plan may require your inventory assortment to include minimum numbers of frames at specified price points (the “*MVC Assortment*”). For example, EyeMed requires providers to maintain a minimum inventory of frames that can hold prescription lenses, and offer those frames for sale at a specific retail price (“*EyeMed Assortment*”). These frames can be from any manufacturer. In the event that an individual plan deviates from the standard EyeMed Assortment, you may receive written notice. The quantities and retail price categories may be changed from time to time. Please see the EyeMed Professional Provider Manual for details (subject to change).

5. **Lab Services.** Additionally, we, as well as certain MVC plans, may require you to purchase from us or Approved Suppliers certain Lab Services, unless prohibited by law.

6. **Lenses.** On an ongoing basis, you must replenish all your Lenses from us or Approved Suppliers in order to produce a complete pair of eyewear.

As previously described, to open and operate your EyeCare Center we require you to purchase certain items from “***Approved Suppliers,***” who are vendors that produce products or services meeting our standards, specifications, and requirements that we have formulated in our sole business judgment for the Pearle Vision System, and view as critical to its success. These required purchases are as follows: (1) Frames; (2) Inventory; (3) Project Services; (4) Equipment; (5) Lab Services for eyewear requiring certain manufacturing processes and lens designs; (6) Lenses; (7) Insurance, (a) written by an insurance company approved by us and in a financial size category not less than VII with a general policy holders’ rating of not less than A minus as rated in the most currently available A.M. Best’s company insurance reports, or the equivalent and (b) maintained at all times during the term of the Franchise Agreement; (8) Point-of-sale (currently AcuityLogic) and computer hardware that includes a data feed, enabling you to report, or us to download, sales, as well as certain key performance indicators or other data as required in your Franchise Agreement and the Operations Portal; (9) Financial Services from ProfitKeeper™ to enable you to report your weekly and monthly sales as well as provide financial statements; and (10) certain customer service plans such as breakage protection plans. These requirements will be enforced in accordance with federal and state law and will not impact your professional, independent judgment if you are an optometrist or ophthalmologist.

Non-traditional venues such as military bases, universities, hospitals, health clinics, medical practices, store-in-store venues, government buildings and large employers may be subject to different supplier requirements and may pay varied amounts for the Frames that we supply.

OWNERSHIP OF SUPPLIERS

The following Service Affiliates are Approved Suppliers: (1) we are an Approved Supplier of Inventory and lab services, (2) Oakley is an Approved Supplier of Inventory, (3) Essilor of America, Inc. is an Approved Supplier of eyeglass lenses, lens coatings and related lab services, and Walman is an Approved Supplier of lab services. Some or all of our officers may be direct or indirect shareholders of some or all of our affiliates who are suppliers. Except as described in this Item, none of our officers have any material known ownership interests in suppliers.

ALTERNATE SUPPLIER APPROVAL

If you would like to use a supplier that is not already an Approved Supplier, and if that supplier meets our standards, specifications, and requirements, then that supplier may, under the conditions described below, become an Approved Supplier. Generally, we consider the following criteria, among others, when evaluating a potential supplier: production, delivery, and service capabilities; relevant experience and reputation of the supplier; compliance with federal, state, or local laws; financial stability; insurance; professional registrations; testing of inventory or service and agreement to protect our confidential information. Our approval procedures do not obligate us to approve any particular suppliers.

We may deny approval of an alternate supplier if we determine, in our sole discretion, that there are a sufficient number of suppliers of the good or service, or to protect the interests of the Pearle Vision System.

If you are entering into a Development Agreement we may approve one of your EyeCare Centers to be a Designated EyeCare Center as described in Item 7.

REVENUE DERIVED FROM REQUIRED PURCHASES OR LEASES

Your obligation to purchase or lease goods and services from us or our designee, from Approved Suppliers, or under our specifications are all considered “required purchases.” We estimate that your initial required purchases and leases will range from 50% to 90% of the cost to establish the EyeCare Center. We estimate that your required purchases and leases for the operation of the EyeCare Center will be 95% to 100% of your annual purchases and leases.

For the period from January 1, 2022, through December 31, 2022, we had total revenues of approximately \$2,377,299,169. Approximately 3.14% (\$74,747,510) of this amount consisted of revenues derived from the purchase of goods and services by our Franchisees. Those goods and services included the sale of optical products (frames, lenses, contact lenses, and accessories), lab services, Franchise Fees (Initial Franchise Fees, transfer fees, and renewal fees), interest, finance charges, royalties, design and construction fees, and freight.

Certain Approved Suppliers provide off-invoice allowances for products purchased by our distribution center. The amount of the off-invoice allowances we are able to negotiate is a result of purchases made by our distribution center. If you purchase any goods subject to an off-invoice allowance from our distribution center, we pass all or a portion of the off-invoice allowance on to you in the form of lower prices. We reserve the right to keep a portion of this allowance.

We have the right to receive rebates or other payments from Approved Suppliers. We may have negotiated certain purchase arrangements with suppliers, including price terms, for your benefit.

In fiscal year 2022, we received payments of up to 10% of total purchases from Approved Suppliers of eyeglass frames, seasonal eyewear, spectacle lenses, lab work, and contact lenses. We reserve the right to retain and use payments from Approved Suppliers for any purpose, including to underwrite the costs of product advertisements, Franchisee purchase incentive programs, and regional and national Franchisee meetings. We reserve the right to increase the payment percentages and derive income or other consideration on account of Franchisee purchases in the future.

PURCHASING CO-OPS AND NEGOTIATIONS WITH APPROVED SUPPLIERS

There are no purchasing or distribution co-ops. We may negotiate purchase arrangements with suppliers for the benefit of Franchisees. We may, or may not, provide material benefits to a Franchisee based on that owner’s purchase of particular products, services, or using certain suppliers.

Item 9
FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN AGREEMENTS	ITEM IN DISCLOSURE DOCUMENT
a. Site selection and acquisition/lease	Sections 1.10, 2.1, 2.2, 4.1, 4.2, 4.3, and 17.2 of the Franchise Agreement Sections 1, 2.1 and 4 of the Development Agreement	Items 1, 7, 8, and 11
b. Pre-opening purchases/ leases	Sections 4.2, 5.1, 5.9, 8.1, 8.2, 11, and 12 of the Franchise Agreement	Items 5, 6, 7, 8, and 11
c. Site development and other pre-opening requirements	Sections 1.3, 1.7, 1.10, 1.15, 2.2, 4.1, 4.2, 5.1, 5.5, 5.9, 8.1, 8.2, 10, 11, and 12 of the Franchise Agreement; "Site Development Services Addendum," attached to the Franchise Agreement Sections 1, 2.1 and 4 of the Development Agreement	Items 5, 6, 7, 8, and 11
d. Initial and ongoing training	Section 6.1 of the Franchise Agreement Section 7.4 of the Development Agreement	Item 11
e. Opening	Sections 1.8, 4.1, 4.2E, and 13.4 of the Franchise Agreement Sections 4.1, 4.3, 4.4, 4.5 and 5.2 of the Development Agreement	Item 11
f. Fees	Sections 1.8, 1.9, 1.13, and 8 of the Franchise Agreement Sections 1.1.6, 3.1, 3.2 and 3.3 of the Development Agreement	Items 5, 6, and 7
g. Compliance with standards and policies / Operations Portal	Section 5 of the Franchise Agreement Section 10.2 of the Development Agreement	Items 8, 11, 14, 15, and 16 and Exhibit E
h. Trademarks and proprietary information	Sections 7 and 9 of the Franchise Agreement Section 10.2 of the Development Agreement	Items 11, 13, and 14
i. Restrictions on products/ services offered	Sections 5 and 12 of the Franchise Agreement	Items 8, 11, and 16
j. Warranty and customer service requirements	Section 5.3 of the Franchise Agreement	Item 11
k. Territorial development and sales quotas	Section 3 of the Franchise Agreement Sections 1.1.5, 1.1.7, 4.1, 4.3, 4.4 and 4.5 of the Development Agreement	Item 12
l. Ongoing product/service purchases	Sections 5.3, 5.7 and 12 of the Franchise Agreement	Item 8
m. Maintenance, appearance and remodeling requirements	Sections 4.2, 4.4, and 17.2 of the Franchise Agreement	Items 8 and 11

OBLIGATION	SECTION IN AGREEMENTS	ITEM IN DISCLOSURE DOCUMENT
n. Insurance	Section 11 of the Franchise Agreement Section 7.6.1 of the Development Agreement	Items 7 and 8
o. Advertising	Sections 1.8, 8.3, and 13 of the Franchise Agreement	Items 6, 8, and 11
p. Indemnification	Sections 7.2 and 11.3 of the Franchise Agreement Section 11.3 of the Development Agreement	Item 6
q. Owner's participation/management/staffing	Sections 4.1, 10, and 19.4 of the Franchise Agreement Section 7.1, 7.2 and 7.3 of the Development Agreement	Item 15 and 17
r. Records and Reports	Sections 8.4 and 15 of the Franchise Agreement	Item 6
s. Inspections/audits	Sections 5.8, 15, and of the Franchise Agreement	Items 6 and 11
t. Transfer	Section 16 of the Franchise Agreement Section 9 of the Development Agreement	Item 17
u. Renewal	Section 17.2 of the Franchise Agreement	Item 17
v. Post-termination obligations	Section 19 of the Franchise Agreement Sections 8.4 and 8.5 of the Development Agreement	Item 17
w. Non-competition covenants	Section 14 of the Franchise Agreement Section 10 of the Development Agreement	Item 17
x. Dispute resolution	Sections 20 and 21 of the Franchise Agreement Section 12 of the Development Agreement	Item 17

Item 10 FINANCING

This item discusses financing arrangements that we may offer you in certain circumstances, although we anticipate that you will obtain your primary financing, or substantially all of your financing, through your banking institution or other third parties. We cannot predict whether you will be able to obtain financing for all or any part of your investment, either through us or a third party. If you obtain financing from sources other than us, we cannot predict the terms of those financing arrangements.

The following financing terms and loan documents are subject to change, if necessary, to comply with the laws of the state in which your EyeCare Center is located.

CREDIT POLICY

Before you open, we establish a "*Credit Limit*" for each store that is based on the amount of Frames, Lenses and Lab Services we estimate your EyeCare Center will purchase in a 5-month period. If you exceed the Credit Limit we will evaluate whether it should be increased provided that you are current on your Pearle Vision accounts receivable, which include all invoices for Frames, Lenses, Lab Services, royalties, advertising fees, rent and any other amounts payable to us. If you exceed your Credit Limit and are not

current on your Pearle Vision accounts receivable, you may not purchase Frames, Lenses or Lab Services from us, and your Franchise Agreement and related agreements may be placed in default on their terms. Credit Limits are not based on credit score or any credit reporting agency.

We reserve the right to require you to execute a revolving credit or product purchase agreement, based on our determination of your creditworthiness, in our sole discretion, when you franchise your EyeCare Center. We will also require you to grant us a security interest in the fixtures, furniture, equipment, inventory, lease and leasehold improvements, accounts, and proceeds of your EyeCare Center.

FRAMES AND LENSES PURCHASE

You must purchase Frames and Lenses from us and Additional Inventory from an Approved Supplier. If you purchase your Initial Frame Assortment or other inventory from us and you meet our credit qualifications, we may permit you to pay for your purchase in monthly installments without interest or service charge. The monthly installments generally range from one (1) to six (6) months unless otherwise negotiated, depending on factors, which include but are not limited to whether you sign a Development Agreement, current Incentive Programs, the amount of inventory purchased and your credit qualifications.

PREFERRED LENDING PROGRAM

We do not currently offer a preferred lending program, nor do we receive payment from any bank or any person or persons for placing financing; however, we reserve the right to do so in the future and have those payments offset our expenses incurred in obtaining the financing. We do not advise you as to which financing program you should choose, or whether financing is the best option for your EyeCare Center. We strongly advise you to investigate all available options and seek the advice of your attorney or business advisor to determine what program best suits you and your needs.

OTHER FINANCING INFORMATION

We may also, from time to time in our sole discretion, offer financing terms for significant purchases from us.

We do not intend to transfer, assign, discount, or sell to a third party any promissory note, any portion of a promissory note, or any other payment or obligation executed by any Franchisee. However, we reserve the right to do so in the future under terms that we have not yet determined.

Except as described above, we do not finance (or assist you to finance) any other categories of expenses (such as Initial Franchise Fees, site acquisition/development costs, construction or remodeling costs, or fixtures).

Item 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we and/or our affiliates are not required to provide you with any assistance.

PRE-OPENING OBLIGATIONS

We will provide the following material assistance and services to you before you open your EyeCare Center:

1. Site selection services as we deem appropriate. (See Section 4.1 of the Franchise

Agreement)

2. Project Services including store design layout, construction management and architectural services. (See Section 4.2 and 12 of the Franchise Agreement)
3. A list of Approved Suppliers (See Section 5.3.C and 12 of the Franchise Agreement)
4. Standards and specifications for your point-of-sale system. (See Section 5.7 of the Franchise Agreement)
5. Access to the Operations Portal will be provided. (See Section 5.1 of the Franchise Agreement)
6. Patient scheduling software through TAB (as defined below). (See Section 5.7 of the Franchise Agreement)
7. Training for you and your Designated Operator. (See Section 6.1 of the Franchise Agreement)
8. Choose the Initial Inventory Assortment for opening your EyeCare Center and advise you on future Inventory. (See Section 12.1. of the Franchise Agreement)

We are not required to provide any other service or assistance to you before the opening of your EyeCare Center.

POST-OPENING OBLIGATIONS

The following pre-opening obligations are also offered to you post-opening: Project Services, standards and specifications for the point-of-sale system, and access to the Operations Portal. In addition, we are obligated by the Franchise Agreement and related agreements to provide the following materials, services, and assistance to you after you open your EyeCare Center:

1. Conduct initial and ongoing training programs, seminars, and other related activities regarding the operation of your EyeCare Center that we require you to attend. (See Section 6 of the Franchise Agreement)
2. Administer the system-wide advertising fund and the local co-op advertising fund(s). (See Section 8.3, 13.1, and 13.2 of the Franchise Agreement)
3. Provide advertising and promotional materials and assistance. (See Sections 13.5 and 13.6 of the Franchise Agreement)
4. Provide oral, written, electronic, or videos to update the Operations Portal and techniques of managing and operating your EyeCare Center, optical products or services and the EyeCare Center. (See Section 5.1 and 5.2 of the Franchise Agreement)
5. Extend, honor, and promote eyeglass and contact lens guarantees and warranties required by the Pearle Vision System. (See Section 5.3 of the Franchise Agreement)
6. Upon your execution of a managed vision care agreement with EyeMed, act as your agent for the limited purpose of organizing, administering, marketing, and negotiating third-party managed vision care contracts. (See Section 5.3 of the Franchise Agreement)

7. Grand Opening Advertising for the opening of your EyeCare Center. (See Section 13.4 of the Franchise Agreement)

8. Site selection assistance if you wish to relocate your business. (See Section 4.4 of the Franchise Agreement)

9. Operate your EyeCare Center on your behalf for a management fee upon the death or permanent incapacity of you or your Designated Operator until your interest has been disposed of or a new Designated Operator has been designated. (See Section 16.2.B of the Franchise Agreement)

10. Automatically replenish your Inventory Assortment and advise you on the best Inventory for your EyeCare Center. (See Section 12 of the Franchise Agreement)

We and our affiliates are not required to provide any other service or assistance to you for the continuing operation of your EyeCare Center.

OPTIONAL PROGRAMS & SERVICES

Although we are not required to do so by the Franchise Agreement or other agreements with you, we currently provide certain programs and services as discussed below. Except as noted specifically below, we reserve the right, in our sole discretion, to amend, change, terminate, or otherwise cease to offer these services, or the terms of these services, including payment or fee terms, at any time without notice to you.

1. **ProfitKeeper™**. You may choose to utilize ProfitKeeper's accounting services in addition to the required services. The cost of those accounting services are \$39.95 to \$190 per month. We may require you to use ProfitKeeper's accounting services if you are in default of your obligations to us.

2. **Mercer MarketplaceSM**. To provide your associates not only access to affordable health coverage, but also provide enrollment support, you may choose to utilize Mercer Marketplace ("**Mercer**"). Mercer will provide you and your employees with access to coverage through an Individual Exchange Solution, a tool to help associates determine the best plan based on their individual needs. In addition, Mercer provides a dedicated Call Center staffed with franchise agents available to help guide your employees through the process.

ADVERTISING

Following is a description of our current advertising programs:

1. The Advertising Fund.

We administer a system-wide advertising fund (the "**Advertising Fund**") consisting of a system-wide component (the "**System-Wide Fund**") as well as regional, local cooperative component ("**Local Co-op Fund**"). You must contribute each month 8% of your total Gross Revenues to the Advertising Fund for advertising, of which 75% is allocated to the System-Wide Fund and 25% is allocated to the Local Co-op Fund.

The goal of our advertising programs, both the System-Wide Fund and the Local Co-op Fund, is to maximize general public recognition and acceptance of the Pearle Vision brand and improve the collective success of the Pearle Vision EyeCare Centers operating under the Pearle Vision System. We are not required to make expenditures for you that are equivalent or proportionate to your contribution or to ensure that any particular Franchisee benefits directly or pro rata from the placement of advertising. This may mean that the advertising is run in certain key markets as determined in our sole discretion. Neither the Advertising Fund nor any of its components is a trust and we are not fiduciaries.

Additionally, we may run certain marketing and advertising campaigns using your Customer Information as described below. We may charge you a fee for any marketing or advertising we provide based on the Customer Information. If you do not wish to pay this fee, you may opt-out of the marketing program at any time.

On behalf of Pearle Vision, we currently contribute a total of 8% of the combined monthly Gross Revenues of both traditional and non-traditional Company EyeCare Centers to the Advertising Fund. We may in the future discontinue making part or all of the corporate contribution on behalf of one or more non-traditional Company EyeCare Centers. We reserve the right to deduct from the Advertising Fund the administrative expenses related to the administration or direction of the Advertising Fund, but those deductions shall not exceed 10% of the Advertising Fund as further described in the Operations Portal.

Each year following our fiscal year end, we prepare an annual report certified by an officer of LOA providing an accounting of the operations of the Advertising Fund for the prior fiscal year. The report is not prepared by an independent auditor. You may obtain a copy of the report by request. All monies that are collected in a calendar year but are not spent that year will be spent in the following fiscal year. Should investments exceed 8%, we reserve the right to deduct such funds from the following year. We have the right to terminate the Advertising Fund after spending all remaining monies in the Advertising Fund.

2. The System-Wide Fund

The System-Wide Fund is used to create and place national advertising in print and electronic form. For the fiscal year ended December 31, 2022, the System-Wide Fund was spent in the following manner: 10% on administrative costs, 68% on media (including TV, radio, print, cinema, billboards, digital, social, CRM and EyeQ and web), 16% on agency fees and research, and 6% on visual merchandising.

We direct all advertising programs and have sole discretion to approve the creative concepts, materials, and media used in the programs and their placement and allocation. The majority of our advertising is developed by national advertising agencies we hire; however, we also develop advertising materials by using our in-house marketing department. Our decisions regarding our marketing strategies are developed independently from each of our affiliates, and we work diligently to develop and utilize advertising that distinguishes the stores operated by our affiliates. We do not have any obligation to approve advertising you suggest or submit in writing for approval, and if advertising you submit requires additional creative, we may charge you an additional fee for approval.

The System-Wide Fund may be used for the following: (1) to satisfy the costs of (a) maintaining, administering, directing, and preparing all advertising elements for the brand; (b) public relations activities; (c) storefront and in-store merchandising materials; (d) employing external agencies; (e) costs of our in-house marketing administrative expenses and all related activities; and (f) advertising or marketing to solicit New Franchisees; and (2) any other purpose authorized by the terms of the Franchise Agreement.

We have not formed a national advertising council to advise us on advertising policies, although we reserve the right to do so in the future.

Except as described above, we are not obligated to spend any amount on advertising in the area where your EyeCare Center is located.

3. The Local Co-op Fund

We require you to participate in the Local Co-op Fund that is established for your designated market area (“DMA”) as we designate. Local Co-op Funds are organized for the exclusive purposes of administering advertising programs and developing, subject to our approval, promotional materials for use by co-op members. No advertising or promotional plans or materials may be used by the Local Co-op Fund

or furnished to its members without our prior approval. Local Co-op Fund members will consist of all Pearle Vision EyeCare Centers in the DMA. We have the right to dissolve, merge, or change the structure of any Local Co-op Fund.

We operate and administer the Local Co-op Fund in accordance with the written Co-op Advertising Policies and Charter (the “*Co-op Charter*”) that we may change at our discretion. The Co-op Charter is included in the Operations Portal. Each Local Co-op Fund member has one vote for each Pearle Vision EyeCare Center assigned to that Local Co-op Fund, as long as your EyeCare Center is in compliance with our brand standards and is in good and current financial standing. You will have one vote for each EyeCare Center you operate, and we will have one vote for each Company EyeCare Center we operate. If the Local Co-op members are unable to reach a majority decision, or the recommendation is not in the best interest of the brand, we will make the final decision.

If the amount collected in the Local Co-op Fund is not able to cover all expenditures, we may (in our discretion) pay for the expenditures in excess of the amounts collected from our national or corporate funds. If that occurs, we are entitled to reimburse ourselves from funds available from the Local Co-op Fund during the next fiscal year for all our excess expenditures made during the prior fiscal year. Neither we nor the Local Co-op Fund prepare audited or unaudited financial statements of the local Co-op Fund.

Except as described above, we are not obligated to spend any amount on advertising in the area where your EyeCare Center is located.

4. Grand Opening Advertising (New Start, Independent Conversion)

We will conduct your grand opening advertising campaign within the first sixty (60) days after your EyeCare Center opens. Unless we both agree otherwise, the amount of the Grand Opening Advertising campaign for New Start EyeCare Centers must be at least \$15,000, and the amount of the Grand Opening Advertising campaign for Independent Conversions must be at least \$7,500. For all Grand Opening activities, we will design all creative and direct the placement of the Grand Opening Advertising. We reserve the right to instruct you to pay directly to our 3rd party vendors for all costs associated with your grand opening inclusive of but not limited to creative and media costs.

5. Additional EyeCare Center Marketing Activities

Should you choose to invest additional funds in marketing activities to support your EyeCare Center(s), either independently or through your Local Co-op Fund, you must use only Approved Suppliers. We reserve the right to be the sole Approved Supplier of any creative or media service, or as otherwise required for the design, development and execution of a requested program.

On a project by project basis, should you request the use of a non-approved supplier, a written application for exemption will be reviewed in our sole discretion, and be evaluated for approval only for the specific initiative outlined. Long-term or ongoing relationships with non-approved suppliers will not be considered or approved for services otherwise provided by our Approved Suppliers list.

Should we approve a vendor that is not an Approved Supplier in writing, we reserve the right to collect an administrative fee not less than \$10,000 per project.

We have the right to revoke approval of any supplier or vendor if the supplier or vendor fails to maintain or observe Pearle Vision’s standards, specifications or requirements, as well as to comply with any relevant federal, state or local laws. Revocation of approval shall be provided in writing with notice not to exceed 60 days.

COMPUTER SYSTEMS

You must license, install, and use our approved point-of-sale system, which is currently AcuityLogic™. Additionally, you must install and use hardware needed to operate the approved software and have a high-speed internet connection. AcuityLogic allows you to obtain authorization and eligibility information directly from Eyefinity® so that you can quickly and accurately submit insurance claims for certain managed vision care plans, as well as submit lab orders and Rx orders (excluding government or commercial claims). Eyefinity also enables you to incorporate electronic health records (“*EHR*”), enabling you to collect, report, and access health information from any device or computer. Additionally AcuityLogic will enable you to report, and allow us to download, daily sales, weekly sales, monthly sales, as well as such other information we may require. There are no limitations or restrictions on our ability to download and access your computer system. You will also grant us the ability to download, access, use, share, and disclose your customer information from your computer system (“*Customer Information*”) for marketing and any other reasonable business purpose, including our customer retention program (“*CRM*”) and our customer loyalty program (“*EyeQ*”). You must ensure our download, access, and use complies with any and all privacy or consumer laws or regulations, and obtain all consents from your customers that applicable laws require for us to access, use, share, and disclose Customer Information, including Protected Health Information.

Our current approved POS, AcuityLogic, software license will cost \$5,950 to \$10,594 for a software license fee, training, implementation, data conversion (if needed), EHR, subscription fees, and insurance clearinghouse and document screening services, depending on what package you select as described in Item 7. All packages include a hosting charge to house your data. In the future the approved point-of-sale system may include social networking, bar code management, credit card processing, and mobile solutions.

AcuityLogic can operate using a variety of computer hardware and Windows® operating systems, but to get the most from your system, you should meet or exceed the minimum requirements periodically specified by us in the Operations Portal.

We reserve the right to test new point-of-sale systems at any time in the future upon notice to you, and will decide, in our sole discretion, who may participate in such tests. We also reserve the right to change the approved POS system at any time and may require you to replace your AcuityLogic system if such a change occurs.

THE OPERATIONS PORTAL

In addition to the point-of-sale system, you must be able to access our Operations Portal. This Operations Portal is our system to do the following: support certain business processes with new tools and collaboration channels; connect Franchisees and our staff to increase speed and efficiency; encourage participation in environmentally friendly initiatives; empower corporate identity and sense of belonging; improve internal communication and reduce costs; support the access and recognition of knowledge and competencies; support on-boarding, talent management, and retention; and facilitate learning and sharing of best practices. The Operations Portal requires you to have a certain, current internet browser. The Operations Portal is provided to you at no cost, including upgrades, although upgrades may require you to change your internet browser. We provide support for the Operations Portal at no cost to you. We reserve the right to independently access the information on the Operations Portal site without limitation.

The table of contents for the Operations Portal as of March 2022, is included as Exhibit E. This table of contents will provide you with an overview of the basic topics of information and assistance provided to you through the Operations Portal. All Franchisees and their associates have immediate, online access to a full range of information, tools and resources for the day-to-day operation of a Pearle Vision location. The policies, processes, and procedures housed on the Operations Portal help to reduce complexity, increase productivity, and improve performance for the Franchisee. The Operations Portal is approximately 200 files and, in addition to basic subject discussion, includes appendices, links and other

relevant system information. The Operations Portal is modified periodically during the fiscal year to meet the needs of our business.

SITE SELECTION

We must approve the site where your EyeCare Center will be located. We may assist you in locating a site or you may locate a site and submit it to us for review and approval.

To obtain approval for a site you have located, you must satisfy our site selection criteria, which include factors such as proximity to existing stores, visibility, ease of accessibility, road systems, highways, natural terrain, demographics of the market area, and population and income level of residents in the trade area. To request approval, you must submit a written description of the site and additional information that we may reasonably require, such as aerial photographs, size, and other physical attributes of the site; a capitalization plan; a three-year pro forma income statement; a business plan; and a letter of intent or other evidence that confirms your favorable prospects for obtaining the site. Depending on the site, you may also be required to submit an evaluation of the demographics of the market area. We may provide you with certain demographic data provided to us by third parties. While this information may be useful in analyzing your potential market, it is only a helpful tool and you must conduct your own evaluations regarding the proposed market area. We may also, at our discretion, conduct one (1) on-site evaluation of the proposed site, without additional charge. We will not conduct an on-site evaluation for any proposed site until you submit to us the materials described above.

You must enter into the Franchise Agreement before purchasing or leasing the site, at your expense. The Franchise Agreement requires that you obtain our written approval of your site within one hundred and eighty (180) days after the execution of the Franchise Agreement. If we cannot agree on a site within this time period, we may, in our sole discretion, terminate the Franchise Agreement and refund, without interest, an amount equal to the Initial Franchise Fee (less \$5,000 as payment for our administrative and out-of-pocket expenses related to the Franchise Agreement).

We estimate that the time from the signing of the Franchise Agreement to the commencement of operations of your first New EyeCare Center will be approximately ten (10) to twelve (12) months if you use our services to build your New EyeCare Center. In the case of an Independent Conversion EyeCare Center, we estimate the length of time from signing of the Franchise Agreement to commencement of operations is approximately ninety (90) to one hundred twenty (120) days, depending upon the amount of modifications your EyeCare Center may need to adhere to our standards and specifications. This time between signing the Franchise Agreement and opening any type of EyeCare Center may be shorter or longer depending upon the time necessary to obtain financing and permits and licenses for the construction and operation of your EyeCare Center, and to complete the construction (as it may be affected by weather conditions, shortages, delivery schedules, and other similar factors) of the interior and exterior of the EyeCare Center, including decorating, purchasing, and installing fixtures, equipment, and signs, and landscaping, and preparation for operating the EyeCare Center, including purchasing inventory and supplies. You must open the EyeCare Center and begin business no later than twelve (12) months after the Effective Date of the Franchise Agreement you sign, as stated in the Franchise Agreement, unless you obtain a written extension of this time period from us. We reserve the right to terminate the Franchise Agreement if you do not open your EyeCare Center within the agreed time frame. If we terminate the Franchise Agreement for this reason, we will return the Initial Franchise Fee you paid (less \$5,000 administrative and out-of-pocket costs).

TRAINING

We provide New and Existing Franchisees a training program that incorporates a blended approach to learning. The training design and delivery incorporate four (4) theories of learning and instruction—subject-centered, objective-centered, experience-centered, and opportunity-centered. The training and

ongoing development incorporates virtual classroom instruction, on-the-job type experiences in an EyeCare Center, along with comprehensive web-based training curricula with both online and off-line components. The curricula offer both required and optional training components that help ensure a customized solution for participants.

Prior to the opening of their EyeCare Center, the new Franchisee will attend and participate in the Franchisee Onboarding training program. The training program will typically be held in EyeCare Centers that we determine at our sole discretion, but due to current safety protocols will be held virtually until further notice. The EyeCare Centers selected to participate in the Franchisee Onboarding training program are specifically trained and prepared to deliver the program. Each of these specially selected EyeCare Centers consistently performs at the highest level of brand standards and execution.

This training is required to be completed during the one hundred and eighty (180) days prior to the opening of the EyeCare Center.

Subject	Hours of Classroom Training (1)	Hours of On-the-Job Training	Location
Luxottica and Pearle Vision Culture and History	1 Hour	0 Hours	EyeCare Center/ RONA Offices
The Pearle Vision Brand Offering eyecon	1 Hour	0 Hours	EyeCare Center/ RONA Offices
Neighborhood Eye Care Experience 2.0	4 Hours	0 Hours	EyeCare Center/ RONA Offices
Dr. Collaboration	1 Hours	0 Hours	EyeCare Center/ RONA Offices
Finance	3 Hours	0 Hours	EyeCare Center/ RONA Offices
Product Strategy/ Product Knowledge	2 Hours	0 Hours	EyeCare Center/ RONA Offices
Lenses and Lab	2 Hours	0 Hours	EyeCare Center/ RONA Offices
Visual Merchandising	2 Hours	0 Hours	EyeCare Center/ RONA Offices
Marketing	2 Hours	0 Hours	EyeCare Center/ RONA Offices
Group Directed Care/Assignment Plans	1 Hours	0 Hours	EyeCare Center/ RONA Offices
Strategic Environment / Store Design	1 Hours	0 Hours	EyeCare Center/ RONA Offices
EyeCare Center Operations.	4 Hours	0 Hours	EyeCare Center/ RONA Offices
Total	24 Hours	0 Hours	

(1) If training is conducted in an EyeCare Center instead of the RONA Offices, the hours of training will be Hours of On-the-Job Training rather than Hours of Classroom Training.

Some training solutions are web-based. Some modules are housed on and accessed through the Operations Portal and some are housed on and accessed through LOA's learning management system (LMS), Leonardo. The online modules can be accessed from any computer that meets the system requirements that we require, which may be stated in our Operations Portal and updated from time to time.

Training to use the web-based Operations Portal and LMS, Leonardo must be completed during the one hundred and eighty (180) days prior to the opening of the EyeCare Center.

Subject	Hours of Classroom Training (1)	Hours of On-The-Job Training	Location
Virtual Tour	1 Hour	0 Hours	Web-based
Navigation and Search	1 Hour	0 Hours	Web-based
Content Review	2 Hour	0 Hours	Web-based
Total	4 Hours	0 Hours	

The Neighborhood Eye Care Experience e-learning series will provide new Franchisees information about the branded patient and consumer experience, along with key tactics and strategies for effectively and efficiently operating the EyeCare Center. The curriculum is completed before attending the up to four (4) day Franchisee Onboarding training program. The program includes the modules listed below. This training is required to be completed during the one hundred and eighty (180) days prior to the opening of the EyeCare Center.

Subject	Hours of Classroom Training (1)	Hours of On-The-Job Training	Location
NECE 2.0 Module 1: Introduction <ul style="list-style-type: none"> • Goal of NECE 2.0 • Benefits of NECE 2.0 • NECE and NECE 2.0 • Focusing on You! • Simpler for You! • Celebrate with patients 	15 Minutes	0 Hours	Web-based
NECE 2.0 Module 2: Make a Connection <ul style="list-style-type: none"> • Welcome the patient • Guide the patient • Transition the patient • Make a personal connection 	15 Minutes	0 Hours	Web-based
NECE 2.0 Module 3: Connect the Dots <ul style="list-style-type: none"> • Uncover Needs • Make Recommendations • Reinforce Selection • Set Expectation 	15 Minutes	0 Hours	Web-based
NECE 2.0 Module 4: Reconnect <ul style="list-style-type: none"> • Celebrate decisions and present the patient's eyewear • C.A.R.E.S. Dispense Process 	15 Minutes	0 Hours	Web-based
NECE 2.0 Module 5 Focusing on You! <ul style="list-style-type: none"> • Generate value for every patient at every touchpoint • Put yourself in their shoes • Show you care • Make their day 	15 Minutes	0 Hours	Web-based
NECE 2.0 Module 6 NECE 2.0 in Action	15 Minutes	0 Hours	Web-based
Total	1.30 Hours	0 Hours	

(1) This training is web-based and includes both online and off-line components.

The Focus on Success Onboarding e-learning series will provide new Franchisees a comprehensive library of tools and resources to support the opening and ongoing operation of the EyeCare Center. The series is designed in five tracks and is customizable based on the experience of the new Franchisee. The curriculum is accessible on the Operations Portal and is completed during the one hundred and eighty (180)

days prior to opening of the EyeCare Center. The list of courses are listed below:

Subject	Hours of Classroom Training (1)	Hours of On-The-Job Training	Location
Lead Your Team <ul style="list-style-type: none"> • Team Fundamentals • Create a Staffing Plan • Prepare Your Team 	4 Hours	0 Hours	Web-based
Manage Your Product <ul style="list-style-type: none"> • Learn Product Knowledge Fundamentals • Formulate Your Pricing Approach • Plan Your Inventory for Opening • Identify and Manage Key Processes 	3 Hours	0 Hours	Web-based
Create Your Patient Experience <ul style="list-style-type: none"> • Discover the Patient Experience • Create a Welcoming Environment • Get to Know Our Patients • Understand Patient Perceived Value 	3.5 Hours	0 Hours	Web-based
Operate Your Store <ul style="list-style-type: none"> • Discover Operational Fundamentals • Operate Like an Owner • Consider Operational Components for Success • Grasp Tactical Operational Essentials 	2 Hours	0 Hours	Web-based
Run Your Business <ul style="list-style-type: none"> • Think Like a Business Owner • Build Business Acumen • Develop and Opening Plan 	3 Hours	0 Hours	Web-based
Total	11.5 Hours	0 Hours	

(1) This training is web-based and includes both online and off-line components.

The vendor for our current approved POS system (EyeFinity) will provide point-of-sale system, AcuityLogic, introduction and training by recorded video tutorial and instructor-led courses through WebEx. The video tutorials are available at all times, and the instructor-led courses are designed to provide additional opportunities to enhance the overall training experience. This training is required to be completed during the one hundred and eighty (180) days prior to the opening of the EyeCare Center. The courses and time requirements are determined by the vendor.

Subject	Estimated Hours of Web-based Training	Hours of On-The-Job Training	Location
Company and Company Line Set-Up	1 Hour	0 Hours	Web-based
Office, Employee and Misc. Set-Up	1 Hour	0 Hours	Web-based
Product Set-Up (Frames, Contact Lenses and Misc. fees)	1 Hour	0 Hours	Web-based
Product Set-Up (Eyeglass Lens, Packages and Bundles)	1 Hour	0 Hours	Web-based
Insurance Mapping and Carrier Attributes	1 Hour	0 Hours	Web-based
POS (Patient Set-Up and Insurance)	1 Hour	0 Hours	Web-based
POS (Orders and Financial Transactions)	1 Hour	0 Hours	Web-based
Additional Functionality and Back Office	1 Hour	0 Hours	Web-based
Billing and Claim Submission	1 Hour	0 Hours	Web-based
Billing Reconciliation and Reports	1 Hour	0 Hours	Web-based
Inventory Management	1 Hour	0 Hours	Web-based
Total	12 Hours	0 Hours	

After completing the required up to four (4) day Franchisee Onboarding training program, the required Neighborhood Eye Care Experience e-learning series, the Operations Portal series, and the AcuityLogic program, the Franchisee will complete the required Session (1) One and Session (2) Two of Onsite EyeCare Center training. Each session consists of up to five and one half (5.5) days of additional training in an EyeCare Center that we determine at our sole discretion. This additional training will be customized in content based on the needs and experiences of the Franchisee. The content of this training builds on the knowledge and skills from the up to four (4) day Franchisee Onboarding program. The training is focused on building skills for the delivery of the branded Neighborhood Eye Care Experience along with a focus on EyeCare Center operations. This required training will be conducted during the one hundred and eighty (180) days prior to the opening of the EyeCare Center.

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Franchisee Session 1 & 2	0 Hours	Up to 86 Hours	EyeCare Center
Neighborhood Eye Care Experience 2.0.	0 Hours	Up to 20 Hours	EyeCare Center
Dr. Collaboration	0 Hours	Up to 5 Hours	EyeCare Center
Product Strategy/ Product Knowledge	0 Hours	Up to 5 Hours	EyeCare Center
Lenses and Lab	0 Hours	Up to 5 Hours	EyeCare Center
Visual Merchandising	0 Hours	Up to 5 Hours	EyeCare Center
Marketing	0 Hours	Up to 5 Hours	EyeCare Center
Group Directed Care/ EyeMed/ Assignment Plans/ VSP	0 Hours	Up to 10 Hours	EyeCare Center
Point-of-Sale System / AcuityLogic	0 Hours	Up to 16 Hours	EyeCare Center
Staffing	0 Hours	Up to 5 Hours	EyeCare Center

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
EyeCare Center Operations	0 Hours	Up to 5 Hours	EyeCare Center
Finance	0 Hours	Up to 5 Hours	EyeCare Center
Total	0 Hours	86 Hours	

We offer the Franchisee training to help in the recruitment and selection of staff, along with a Manager and Store Employee Onboarding Training program. The program covers the first four (4) weeks and is augmented with extended learning and development tools covering the learner's next sixty (60) days. This training is optional. It is recommended, but not required, that the Manager and Store Employee Training program be used as staff members are hired for the EyeCare Center. Each Franchisee is responsible for training their staff. We do not control your employees or otherwise dictate any of the terms and conditions of employment of your employees.

Subject	Hours of Classroom Training (1)	Hours of On-The-Job Training	Location
Human Resource Solutions			
Recruit, Interview, and Select	1 Hour	0 Hours	Web-based
Franchisee Store Employee Onboarding Program			
• Trainer Guide	1 Hour	0 Hours	Web-based/Online & Off-line components
• Participant Guide	0 Hour	Up to 160 Hours	Web-based/Online & Off-line components
Total	2 Hours	160 Hours	

The Optical Foundations training curriculum is web-based and designed to help the learner identify the anatomy of the eye, common vision conditions, and the critical importance of eye health and wellness, along with frame and lens fundamentals, and the essentials for eyewear measurements and dispensing. This training is optional. It can be accessed before or after the opening of the EyeCare Center. We also offer additional optical foundational training and lab quality training to Franchisees and staff members.

Subject	Hours of Classroom Training (1)	Hours of On-The-Job Training	Location
• Think Optical series 14: Optical Fundamentals for Meeting Patient's Optical Needs	2.5 Hours	0 Hours	Web-based
• ABO Series Part 1: Anatomy and Physiology	2 Hours	0 Hours	Web-based
• ABO Series Part 2: Basic Optical Principals	2 Hours	0 Hours	Web-based
• ABO Series Part 3: Lens Form and Analysis	2 Hours	0 Hours	Web-based
• ABO Series Part 4: Lens Materials and Coatings/ Multifocal Designs	2 Hours	0 Hours	Web-based
• ABO Series Part 5: Ophthalmic Frames	2 Hours	0 Hours	Web-based
• ABO Series Part 6: Instruments, Regulations, and Standards	2 Hours	0 Hours	Web-based
• NCLE Series Part 1: Basic Contact Lens Design	2 Hours	0 Hours	Web-based

Subject	Hours of Classroom Training (1)	Hours of On-The-Job Training	Location
• NCLE Series Part 2: Optical Principles of Contact Lenses	2 Hour	0 Hours	Web-based
• NCLE Series Part 3: Fitting and Verification	2 Hour	0 Hours	Web-based
• NCLE Series Part 4: Anatomical Considerations	2 Hour	0 Hours	Web-based
• NCLE Series Part 5: Advanced Techniques	2 Hour	0 Hours	Web-based
• NCLE Series Part 6: Modifications and Delivery	2 Hour	0 Hours	Web-based
Total	26.5 Hours	0 Hours	

The Eyewear Inspection Process (“*EIP*”) training curriculum is web-based and designed to enable learners to recognize and apply eyewear quality inspection to meet our standards. This training is optional for the Franchisee and their staff, based on the needs of the learner and can be accessed before or after the opening of the EyeCare Center.

Subject	Hours of Classroom Training (1)	Hours of On-The-Job Training	Location
• Eyewear Inspection Process Module 1: Orders	.25 Hours	.25 Hours	Web-based
• Eyewear Inspection Process Module 2: Lens Fit	.25 Hours	.25 Hours	Web-based
• Eyewear Inspection Process Module 3: Manual Optical Inspection • *Take this course if you have a Manual Lens Meter in your EyeCare Center	2.25 Hours	.75 Hours	Web-based
• Eyewear Inspection Process Module 3: Digital Optical Inspection • *Take this course if you have a Digital Lens Meter in your EyeCare Center	2.25 Hours	.75 Hours	Web-based
• Eyewear Inspection Process Module 4: Visual Lens Inspection	.25 Hours	.25 Hours	Web-based
• Eyewear Inspection Process Module 5: Customer Pick Up Ready	.25 Hours	.25 Hours	Web-based
Total	Up to 5.5 Hours	Up to 2.5 Hours	

A comprehensive program for the day-to-day operation of the business is available using the Operations Portal. The Operations Portal, along with the Luxottica University learning management system, are available twenty-four (24) hours per day, seven (7) days per week to support the new Franchisee and EyeCare Center staff.

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Daily Operations	0 Hours	Up to 4 Hours	EyeCare Center & Web-based
Manage the EyeCare Center	0 Hours	Up to 16 Hours	EyeCare Center & Web-based
Managed Vision Care	0 Hours	Up to 8 Hours	Web-based
Product Knowledge	0 Hours	Up to 8 Hours	Web-based
Visual Merchandising Plan	0 Hours	Up to 2 Hours	Web-based

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Marketing	0 Hours	Up to 2 Hours	Web-based
Point of Sale System	0 Hours	Hours determined by the vendor.	Web-based
Financial Management and Reporting	0 Hours	Up to 4 Hours	Web-based
Total	0 Hours	Up to 36 Hours	

We also offer Franchisees the opportunity to take advantage of additional courses, along with leadership development programs. Some courses are at an additional cost and others are at no additional cost. Course offerings change over time, and courses that cost extra range from \$100 to \$500 per participant (fees are subject to change). This training is optional. We may also offer additional courses and/or leadership Development Programs as described below:

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Situational Leadership II (SLII)	8 Hours	0 Hours	Various Cities & Training Locations

Participation and successful completion of the online optics classes and Situational Leadership II (SLII) are optional for Franchisees and/or their employees. Attendees of the Situational Leadership II (SLII) program are responsible for transportation to/from their home location to the designated training location, hotel, breakfast and evening meals, and incidental expenses.

The training materials are developed with the most-current actions, programs, and information from each of the functional areas, such as Marketing Programs and Promotional Calendars. The instructors/presenters are the subject-matter experts for each discipline/department. The presenters have daily contact and accountability for supporting Pearle Vision Franchisees. The Neighborhood Eye Care Experience program is a branded selling skills program developed and delivered by members of our Learning and Development Department and members of our corporate EyeCare Center teams. The individuals selected for the Franchisee Onboarding Program have ten or more years of field and training experience.

All program costs for the up to four (4) day Franchisee Onboarding training program are included in the Initial Franchise Fee, which permits you and one (1) other (preferably a person who will be heavily involved in the business and developing the EyeCare Center employees to deliver a Neighborhood Eye Care Experience), to attend the training. If the Franchisee would like any additional employees to attend, there is no additional cost for the up to four (4)-day Franchisee Onboarding training program.

Participation and successful completion of the up to four (4) day Franchisee Onboarding training program, along with the required Session (1) One and Session (2) Two of Onsite EyeCare Center training, each session consisting of up to five and one half (5.5) days of customized training, is a requirement for all New Franchisees (or an approved representative) who will open an EyeCare Center. Additionally, current Pearle Vision Franchisees (or an approved representative) who have acquired additional locations are encouraged, but not required, to attend.

Attendees of the up to four (4) day Franchisee Onboarding training program are responsible for all transportation (to/from their home location to the Mason-area hotel, RONA Offices, and EyeCare Center used for training), hotel lodging costs and incidental hotel expenses, and meals. Attendees of the onsite EyeCare Center training beyond the up to four (4) day Franchisee Onboarding training program are

responsible for transportation to/from their home location to the designated training EyeCare Center, hotel, all meals, and incidental expenses.

Attendance at supplemental training programs or refresher courses required by us is at our sole discretion.

Our Franchisee Onboarding training program has been developed and is facilitated by Pearle Vision employees that have significant experience in either or both retail management and the optical industry. Our current Senior Director of Franchise Operations (Onboarding) has been with us for 5 years. Prior to this current role, this individual has held various positions within Luxottica Retail. This role is responsible for planning, developing, evaluating and implementing training initiatives for the brand. Additionally, the role seeks to continue finding innovative ways to strengthen the brand through learning and development.

We are also adding a manager to support the Franchisee Onboarding training program.

As Franchisees navigate the onboarding learning and development path, they are assigned to the Director of Franchise Operations (Onboarding). Our current Director of Franchise Operations has been with Luxottica since 2011.

We do not control your employees or otherwise dictate any of the terms and conditions of employment of your employees.

ORGANIZATIONS

We have a national advisory council to strengthen the working relationship with the Franchisees (the “*National Franchise Advisory Council*” or “*NFAC*”). In addition, we also have subcommittees to, among other things, provide feedback from Pearle Vision Franchisees to Pearle Vision regarding selected topics. The charter and bylaws for these organizations stress that these are a forum to discuss issues, policies, and programs pertaining to the overall Pearle Vision System during regular meetings and work towards a common goal with open minds and mutual respect.

Item 12 TERRITORY

DESCRIPTION OF TERRITORY GRANTED

1. Franchise Agreement

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

If you sign a Franchise Agreement, we grant you the right to operate an EyeCare Center at the specific location set forth in your Franchise Agreement. You may operate the EyeCare Center only at this location and may not solicit or accept orders outside of your EyeCare Center. You are expressly prohibited, without our express written consent, from engaging in the wholesale sale, retail sale and/or distribution of any Pearle Vision service, optical product, or other product, equipment, or component that comprises (or may in the future comprise) a part of the Pearle Vision System, or any product or service related thereto. This means, among other things, that you cannot use other retail or wholesale channels of distribution, such as the Internet (including, but not limited to e-commerce and online marketing), catalog sales, and telemarketing or other direct marketing to make offers for sale or sales (whether individual units or by lots or bins) at online or physical locations outside your EyeCare Center.

If we have not approved a location for your EyeCare Center on the Effective Date of the Franchise

Agreement, we grant you, for a period of one hundred and eighty (180) days from the Effective Date, the right to develop a Pearle Vision EyeCare Center at a to be agreed upon location within the Trade Area agreed upon between you and us and identified in the Location Addendum to the Franchise Agreement. The Trade Area, for example, may be a shopping center or other designated commercial or retail shopping area. We will not grant a franchise to anyone other than you for the operation of a Pearle Vision EyeCare Center at any location within the Trade Area until the earlier of (a) the date on which Pearle Vision and you sign a Location Addendum to the Franchise Agreement identifying the location, or (b) one hundred and eighty (180) days after the Effective Date of the Franchise Agreement. This limitation applies only to the grant to another party of a right to operate a Pearle Vision EyeCare Center. Except for this temporary one hundred and eighty (180) day, or such shorter period as the case may be, limitation we may locate other stores or other optical businesses at brick and mortar locations or engage in other business methods in your Trade Area or near your EyeCare Center as we deem appropriate. The size of the Trade Area will vary depending on many factors, including those considered for site selection.

Except for the possible short, temporary limitation described in the preceding paragraph, the grant of the rights to develop an EyeCare Center within the Trade Area and to open and operate each EyeCare Center at the specific locations as provided in the Franchise Agreement neither expressly nor impliedly confers upon you any territorial or exclusive marketing rights, protections, or exclusivity whatsoever within or without any territory, market, or other geographic zone of any nature. Except as otherwise provided in the Franchise Agreement, we and our affiliates retain all other rights, including the following:

A. To establish and operate an EyeCare Center using the Marks, under a joint-venture, franchise, or franchise agreement in any area, and that EyeCare Center may solicit, service, and sell optical products and professional services identical and/or competitive to those that you will be offering and selling under the Franchise Agreement;

B. To establish and operate a business that uses other trademarks proprietary to us or our affiliate, under a joint-venture, franchise, or franchise agreement in any area, and that business may solicit, service, and sell optical products and professional services identical and/or competitive to those that you will be offering and selling under the Franchise Agreement; and

C. To establish and operate a mail order, catalog, telemarketing, wholesale, distribution, direct marketing, e-commerce, or Internet based site, or similar business, which permits customers, wherever they are located, to purchase optical products and professional services without being present at an EyeCare Center or any other specific location.

2. Development Agreement

If you sign a Development Agreement (Exhibit C-2), we grant you the right to purchase more than one EyeCare Center in a “*Territory*”. The Development Agreement may be a Limited Exclusive Development Agreement or Non-Exclusive Development Agreement.

Except for any limited exclusive development rights granted by a Limited Exclusive Development Agreement, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

If you sign a Limited Exclusive Development Agreement, we will not develop or franchise others to develop Pearle Vision EyeCare Centers in your Territory. Notwithstanding the foregoing, the Development Agreement provides that we reserve and retain the following rights in your Territory: (1) offer and sell Pearle Vision brand products and services through any other channel of distribution; (2) advertise and promote the Marks, the System, and EyeCare Centers; (3) offer and sell products and services under any names and marks distinctively different from, and other than, the Marks; (4) continue to permit the operation of any existing EyeCare Center or permit the development of any EyeCare Center for which

a binding agreement has already been executed; (5) establish and operate eye care centers or other optical retail establishments under other names and service marks; and (6) be purchased by or purchase a competitive business that operates, franchises or licenses or license eye care centers or other optical retail establishments. These rights may be exercised by us or any authorized third party. In addition, we have the right to establish and operate an EyeCare Center anywhere outside of the Territory, regardless of proximity to the Territory or to any EyeCare Center operated by Developer.

If you sign a Non-Exclusive Development Agreement, you have no exclusive development rights in the Territory and we may open and operate and grant third parties the right to open and operate EyeCare Centers in the Territory.

We do not reduce or change the Territory if you fail to comply with the Development Agreement, however, your development rights may be terminated and your royalty may revert to the standard rate. You may face competition for sites to develop your EyeCare Centers from other Franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

RIGHT OF FIRST REFUSAL

If we propose to open a Company or EyeCare Center at a site within a one mile radius of your location (the “*Proposed Site*”), we will, by written notice, first offer you the opportunity to develop the Proposed Site. This right of first refusal applies exclusively to the development of a physical facility accessible to the general public. Your right of first refusal will not apply if: (1) an existing EyeCare Center is closer than your EyeCare Center is to the Proposed Site, (2) you are in default of your Franchise Agreement at the time of notice, (3) you have been served with more than one notice of default of your Franchise Agreement within the twelve (12)-month period before the date of the notice, or (4) your Franchise Agreement grants you a Trade Area, not a specific site. You will have thirty (30) days after receipt of the notice to exercise this right of first refusal by executing the then-current form of Franchise Agreement for the Proposed Site and paying us the Initial Franchise Fee in accordance with the terms of the Franchise Agreement. If for any reason you fail to pay the Initial Franchise Fee and sign the Franchise Agreement within the thirty (30) day time frame, you will forfeit your right of first refusal for the Proposed Site.

RELOCATION

In certain circumstances, in our sole discretion, you may, upon receipt of our prior written consent, relocate your EyeCare Center to a new site that is within a three (3)-mile radius of the Location of your EyeCare Center and that is acceptable to us. Generally, we have given our consent to relocations when (i) the Franchisee’s lease or sublease for the Location of the EyeCare Center expires or terminates through no fault of the Franchisee, (ii) the Location of the EyeCare Center is destroyed or condemned or becomes otherwise unable to reasonably satisfy our then-current standards, or (iii) there is a change in the character of the environment surrounding the location of the EyeCare Center that, in our sole judgment, is sufficient to warrant relocation of the EyeCare Center. We will require you to fully remodel your EyeCare Center to our current standards and specifications upon relocation.

FRANCHISING ADDITIONAL PEARLE VISION EYECARE CENTERS

If you desire to open an additional EyeCare Center, you must qualify for and enter into a separate Franchise Agreement for that EyeCare Center.

OPERATION OF THE SAME OR SIMILAR OUTLETS

We operate retail optical EyeCare Centers that use the Pearle Vision Marks. Our Company EyeCare Centers sell products and services that may be identical to those you offer at your EyeCare Center.

We also operate licensed brand stores pursuant to agreements with the host stores under the trademark TARGET OPTICAL®. These outlets offer and sell optical products with some similarities to those offered at Company EyeCare Centers and franchised EyeCare Centers and, in some cases, provide professional eye care services. Nevertheless, we believe that the core customer targeted for each concept differs. The right of first refusal described above does not apply to these stores. LOA and its affiliates also own and operate a chain of retail optical stores under the trademarks LENS CRAFTERS®, THE OPTICAL SHOP OF ASPEN®, OLIVER PEOPLES®, ALAIN MILKI®, and RAY-BAN®. These outlets offer and sell optical products with some similarities to those offered at Company and EyeCare Centers and, in some cases, provide professional eye care services. The right of first refusal described above does not apply to these stores.

We may convert existing licensed brands or affiliate stores to Company and franchised EyeCare Centers in any location, including in or near your area. If, however, we propose to convert any store to a PEARLE VISION® EyeCare Center (with exception of the outlets and retail stores listed in the immediately preceding paragraph) within a one (1)-mile radius of your EyeCare Center, you will have a right of first refusal as described previously for the proposed store, and if you wish, you can exercise that right as previously stated.

We also operate retail optical stores in North America under the trademarks SUNGLASS HUT®, SUNGLASS ICON®, APEX BY SUNGLASS HUT™, ILORI®, PERSOL® and GrandVision. These outlets offer and sell optical products with some similarities to those offered at Company and EyeCare Centers. Certain ILORI® stores may also provide professional eye care services in some cases, but SUNGLASS HUT®, SUNGLASS ICON®, APEX® and PERSOL® do not. We believe that the core customer targeted for each concept differs. The right of first refusal described above does not apply to these stores.

Oakley owns and operates a chain of retail optical stores under the trademarks OAKLEY® and OAKLEY VAULT®. These outlets offer and sell optical products with some similarities to those offered at Company EyeCare Centers and EyeCare Centers, but do not provide professional eye care services. We believe that the core customer targeted for each concept differs. The right of first refusal described above does not apply to these stores.

Vision Source, our affiliate, owns and operates a franchised system of retail eye care centers. Vision Source franchisees operate an optometric or ophthalmologic office in a specific territory and diagnose vision and eye health problems, prescribe corrective vision measures such as glasses or contact lenses, and provide all other areas of eye care which optometrists may be permitted by law to perform, including the retail sale of eyewear and optical supplies. The right of first refusal described above does not apply to these stores.

GrandVision, another of our affiliates, owns and operates a system of more than 7000 retail eye care centers in 40 countries across Europe, North and Latin America and Asia and also operates more than 100 stores providing full service eye care under the FOR EYES® name in the United States. The right of first refusal described above does not apply to these stores.

Except as described above or as prohibited by law, neither we nor any of our affiliates are restricted in any manner from locating any Company EyeCare Centers or franchised EyeCare Centers, VISION SOURCE® eye care centers or similar locations, FOR EYES®, TARGET OPTICAL®, LENS CRAFTERS®, SUNGLASS HUT®, SUNGLASS ICON®, APEX®, ILORI®, PERSOL®, OAKLEY®, OAKLEY VAULT®, OLIVER PEOPLES®, OPTICAL SHOPS OF ASPEN®, ALAIN MILKI®, and RAY-BAN® store in proximity to your EyeCare Center. You will compete with other retail stores using the Pearle Vision Marks and you may compete with some of the previously listed stores, eye care centers or similar locations for certain customers. Our affiliates or we may, from time to time, offer and sell optical products and professional services through any channel of distribution whatsoever, which may be identical to and/or competitive with those that you will be offering and selling. As a result, you may face competition from other Pearle Vision Franchisees,

from outlets that we own, or from other channels of distribution or competitive brands that we or our affiliates control.

ACQUISITION OF ADDITIONAL OUTLETS

In the future, we or our affiliates may merge with or acquire other retail optical store chains that may be franchised or operated by our affiliates or us in or near your area. We may convert these acquired or merged stores to Company EyeCare Centers and EyeCare Centers in any location, including in or near your EyeCare Center. You may compete with any chain we may acquire in the future.

Item 13 TRADEMARKS

The Franchise Agreement grants you a franchise to use the trademarks described below, among others:

TRADEMARK	REGISTRATION NO./DATE
PEARLE VISION® (Note 1, Note 2)	2349286 5/16/00
PEARLE VISION® (HORIZONTAL) (Color) (Note 1)	4548709 6/10/14
PEARLE VISION® (VERTICAL) (Color) (Note 1)	4610549 9/23/14
PV LOGO VERTICAL® (Black & White) (Note 1)	4610638 9/23/14
PEARLE VISION DESIGN® (WHITE) (Note 1, Note 2)	3492219 8/26/08
PEARLE VISION DESIGN® (GREEN) (Note 1, Note 2)	3492222 8/26/08
PEARLE VIEWS® (Note 1, Note 2)	3336740 11/13/07
PEARLE VISION® (Note 1, Note 2)	3689264 9/29/09
PEARLETHIN® (Note 1, Note 2)	3606717 4/14/09
EYE SQUAD	5558494 9/11/18
NOBODY CARES FOR EYES MORE THAN PEARLE (Note 1, Note 2)	2330661 03/21/00
THIS IS GENUINE EYE CARE	4813724 09/15/15

Notes:

(1) Section 8 and 15 affidavits have been filed and accepted; these Marks are incontestable.

(2) Registration of this Mark has been renewed.

The Pearle Vision Marks constitute the principal or primary trademarks for the Pearle Vision System. This list does not include all of the trademarks, trade dress, and service marks that we own. All of the Pearle Vision Marks listed above are registered on the Principal Register of the United States Patent and Trademark Office.

There are no currently effective adverse determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or the trademark administrator of any U.S. state or any court, against the Pearle Vision Marks, and, except as described below, to our knowledge there is no pending infringement, opposition or cancellation proceedings, and no pending litigation that may significantly affect, the ownership or use of any Pearle Vision Marks in the United States.

Dr. Michael Heil operates two retail optometry and eyewear stores in Seattle, Washington using the trademark “Pearl Optical” through Dr. Heil’s companies, Heil Company, P.S., and Pearl EyeCare Center, P.S. We have no agreements with Dr. Heil or either of his companies.

As of the date of this Disclosure Document, Oakley owns the Pearle Vision Marks, pursuant to the Assignment of Intellectual Property entered into on May 31, 2016 between Luxottica North America Distribution LLC as assignor and US Shoe as assignee and the subsequent merger of US Shoe into Oakley. We have a license to use the Pearle Vision Marks in connection with the Pearle Vision System from Oakley. The current license is terminable under certain conditions, including but not limited to, whether either party experiences a significant change in their asset or ownership structure to which the other party did not consent.

Except for the license agreement from Oakley and the co-existence with Dr. Heil described above, there are no agreements currently in effect which significantly limit our right to use or to license the use of the Pearle Vision Marks in any manner material to the franchises offered herein. Except as described previously, we know of no infringements of the Pearle Vision Marks that would materially affect the rights of our Pearle Vision Franchisees. Except as described previously, we know of no superior prior rights or infringing uses of any of the Pearle Vision Marks that could materially affect your use of the Pearle Vision Marks in the state where your EyeCare Center is located.

The Pearle Vision Marks may be used only in the manner we authorize and only for the operation of your EyeCare Center at the location specified in the Franchise Agreement. You may not use the Pearle Vision Marks as a part of your corporate or other legal name, and you must comply with our instructions in filing and maintaining trade name or fictitious name registrations. You must execute any documents we require to protect the Pearle Vision Marks or to maintain their continued validity and enforceability. In addition, you may not directly or indirectly contest the validity of our or our affiliates’ ownership or rights in and to the Pearle Vision Marks. You may not use the Pearle Vision Marks to advertise your EyeCare Center or the sale of any product or service on or through any site that is available through the Internet, including using the Pearle Vision Marks in any domain name, unless you are authorized to do so by us in writing, which may be given through our social media policy.

You are required to advise us in writing of any infringing use, imitation, or abuse of the Pearle Vision Marks of which you become aware and to cooperate with us in any action we may take against such use. You must also agree not to do anything to impair the value of the Pearle Vision Marks and you may not use such marks after the expiration or termination of your Franchise Agreement.

In accordance with the Franchise Agreement, we are required to indemnify you against and reimburse you for all damages for which you are held liable for your authorized use of the Pearle Vision Marks if you have promptly notified us of any claim or proceeding and you have otherwise complied with your Franchise Agreement. We expressly reserve the exclusive right to defend all actions at our own

expense. We will also pay your legal expenses if you participate at our request in any action to prevent the misuse of any of the Pearle Vision Marks (excepting the cost of any independent legal counsel retained by you). You must execute any documents, and do what may be necessary or advisable, in our counsel's opinion or as otherwise directed by us, to protect our interests in any litigation or Patent and Trademark Office or other administrative or agency proceeding or to otherwise protect and maintain our interests and the interests of any other person or entity (including our affiliates) in the Pearle Vision Marks.

We are not required to reimburse you for any other damages, costs, expenses, loss of profits, or business opportunities or any incidental or consequential damages arising from any action involving any of the Pearle Vision Marks. Although we are not contractually obligated to protect the Pearle Vision Marks or your right to use them, we intend to vigorously defend all Pearle Vision Marks that we deem valuable to the Pearle Vision System.

We may require you, at your expense, to discontinue or modify your use of any of the Pearle Vision Marks or to use one or more additional or substitute trade names, service marks, trademarks, trade dresses, symbols, logos, emblems and indicia of origin if we determine that an addition or substitution will benefit the Pearle Vision System.

The franchise to use the Pearle Vision Marks granted in the Franchise Agreement is nonexclusive to you. We and our affiliates have and retain certain rights in the Pearle Vision Marks including the following: (1) to grant other franchises for the use of the Pearle Vision Marks in addition to those franchises granted to Existing Franchisees; (2) To develop and establish other systems using the Pearle Vision Marks or other names or marks, and to grant franchises or franchises in those systems without providing any rights to you; and (3) To engage, directly or indirectly, at wholesale, retail, or otherwise, in (a) the production, distribution, franchise, and sale of products and services, and (b) the use of the Pearle Vision Marks and any trademarks, trade dresses, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs, and other identifying characteristics we or our parent or our affiliates may develop for that purpose.

Item 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

PATENTS, COPYRIGHTS AND TRADE SECRETS

We do not currently hold any patents that are essential for operation of the Pearle Vision System.

We and/or our franchisors assert trade secret and/or copyright protection in the point-of-sale software, our Operations Portal as well as other manuals, videos, and other printed training and advertising materials concerning the Pearle Vision System. If we decide to add, modify, or discontinue the use of an item or process covered by this claim, you must also do so. Our sole duty is to reimburse you for the tangible cost of complying with this obligation. Our right to use or franchise these protected items is not materially limited by any agreement or known infringing claim.

You must tell us immediately if you learn about an infringement or challenge to this assertion. We will take the action that we deem appropriate. You may not contest our interest or Pearle's interest in our copyrights or trade secrets.

Although we are not obligated by the Franchise Agreement to defend your use of these items or processes, we, as a matter of policy, reimburse you for damages for which you are held liable as a result of your authorized use, and for reasonable costs incurred at our request; however, all litigation defending these rights will be solely our responsibility, to be exercised at our sole discretion.

CONFIDENTIAL OPERATIONS PORTAL

You must operate your EyeCare Center in accordance with the standards and procedures specified in the Operations Portal (and any supplements to the Operations Portal). We will provide you access to the Operations Portal for the term of the Franchise Agreement.

You must treat the Operations Portal and any other manuals we create or approve for use in operation of your EyeCare Center, and the information contained in them, as confidential. You must also use all reasonable efforts to maintain this information as secret and confidential and you may not duplicate, copy, record, or otherwise reproduce these materials, in whole or in part, or make them available to any unauthorized person. The Operations Portal remain our property and access information must be kept in a secure place on the premises of your EyeCare Center.

We may revise the contents of the Operations Portal and you must comply with each new or changed standard. If there is a dispute as to the contents of the Operations Portal, the terms of the master copy maintained by us will control.

CONFIDENTIAL INFORMATION

We claim proprietary rights in certain videos, manuals, workbooks, marketing plans and advertising materials. You and each owner are prohibited, during and after the term of the Franchise Agreement, from communicating, or using for the benefit of any other person or entity, and after the term of the Franchise Agreement, from using for your or their own benefit, any confidential information, knowledge, or know-how concerning the methods of operation of your EyeCare Center that may be communicated to you or any owner or that you may learn about. You and each owner can divulge this confidential information only to your employees who must have access to it to operate your EyeCare Center. Neither you nor any owner are permitted at any time, without our prior written consent, to copy, record, or otherwise reproduce the materials or information or make them available to any unauthorized person. Any information, knowledge, know-how, and techniques related to the Pearle Vision System that we communicate to you and each owner are considered confidential, including the Operations Portal, plans and specifications, marketing information and strategies, and site evaluation and selection guidelines and techniques.

If we ask, you must have your designated operator or any of your personnel who are not owners and who have access to confidential information to execute a confidentiality agreement substantially in the form set forth in Exhibit D-2 to this disclosure document.

Except with regard to the optometric practice conducted at or in proximity to the EyeCare Center, if you or any owner develops any new concept, process, or improvement in the operation or promotion of the EyeCare Center, you must promptly notify us and give us all necessary information, free of charge. You and any owner are required to acknowledge and agree that any of these concepts, processes, or improvements are our property, and we may at our sole discretion give the information to other Pearle Vision Franchisees.

Item 15
OBLIGATION TO PARTICIPATE IN THE
ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We require you to participate personally in the direct operation of the EyeCare Center. This can be accomplished either by you being on-premises or through appointing a “*Designated Operator*” as required by the Franchise Agreement. The Designated Operator (whether you, an Owner or designated employee) must: (1) meet our standards for this position, as provided in the Operations Portal or other written instructions; (2) satisfy the training requirements set forth in the Franchise Agreement; and (3) execute a confidentiality agreement (See Exhibit D-2 to this disclosure document) that contains covenants requiring the Designated Operator to maintain the confidentiality of information the Designated Operator receives or has access to through employment at your EyeCare Center.

Additionally, if you sign a Development Agreement, we require you to appoint a “*Designated Developer*” and we recommend that you appoint a “*Regional Manager*”. The Designated Developer and Regional Manager (whether you, an Owner or a designated employee) must: (1) meet our standards for this position, as provided in the Operations Portal or other written instructions; (2) satisfy the training requirements set forth in the applicable Franchise Agreement; and (3) execute a confidentiality agreement (See Exhibit D-2 to this disclosure document) that contains covenants requiring the Designated Developer and Regional Manager to maintain the confidentiality of information the Designated Developer and Regional Manager receives or has access to through its employment.

If, during the term of the Franchise Agreement or Development Agreement (as applicable), the Designated Operator, Designated Developer or Regional Manager cannot serve in their position or no longer qualifies, you must promptly notify us and designate a replacement within sixty (60) days after the Designated Operator, Designated Developer or Regional Manager stops serving or no longer meets the requirements. You must provide for interim management of the EyeCare Center or development responsibilities until you designate a replacement. Any interim or permanent replacement will be subject to the same qualifications listed above and in accordance with the Franchise Agreement or Development Agreement.

In addition to designating a Designated Operator, with respect to developing a New EyeCare Center, if the Franchisee is a business entity or more than one (1) individual owns an interest in the Franchise, the Franchisee must designate, subject to our prior written approval, one individual who will have primary responsibility for the development activities required under the Franchise Agreement (the “*Developer*”). Unless the Franchisee obtains our prior written approval, the Developer must at all times own no less than a 25% equity interest in the EyeCare Center or the business entity that owns the EyeCare Center.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

USE OF THE EYECARE CENTER

The Franchise Agreement specifically prohibits you from using the EyeCare Center for any purpose other than the operation of an EyeCare Center. You are expressly prohibited from engaging in the wholesale sale and/or distribution of any service, optical product, or other product, equipment, or component that comprises a part of the Pearle Vision System (except that, with our consent, you may provide laboratory services to other EyeCare Centers you own).

We may require you to make other improvements to modernize your EyeCare Center operation, premises or equipment (including participating in required programs as outlined in the Operations Portal or upgrading computer hardware and software, signs, interior and exterior decor items, fixtures, furnishing,

supplies, and other products and materials required to operate your EyeCare Center) to our then-current standards and specifications.

NON-PROFESSIONAL SERVICES

You must comply with all applicable federal, state, and local laws, regulations, and ordinances concerning the operation, management, and maintenance of the EyeCare Center, including, without limitation, all regulations relating to the practice of optometry, opticianry, and ophthalmology, and accessibility requirements, such as the ADA. You must obtain all governmental approvals relng to your EyeCare Center. You must at all times be current in your knowledge and understanding of all laws as they relate to the operation of your EyeCare Center. To ensure that the highest degree of quality and service is maintained, you must operate your EyeCare Center in strict conformity with the methods, standards, and specifications in the Operations Portal and as we may otherwise require in writing. You must maintain a competent, conscientious, and trained staff to operate your EyeCare Center in accordance with the Franchise Agreement and the Operations Portal and take the steps necessary to ensure that your employees preserve good customer relations, and comply with our dress code.

MERCHANDISE

You must offer for sale products and services we require, including (if any), guarantees and replacement discounts, in the manner and style we require, which may include, but not be limited to, displaying that merchandise for sale in a certain manner, including by price range. As long as you are participating in our affiliate's managed vision care programs, you must offer for sale a limited number of products within certain price ranges. You must maintain a sufficient supply of Frames and Inventory at all times to meet consumer demand. You must not deviate from our standards and specifications without our prior written consent. You must discontinue offering for sale any products or non-optometric services that we may disapprove in writing at any time. We have the right to change the products and non-optometric services offered by you at your EyeCare Center at any time, and there are no limits on our right to make those changes. In addition, you must comply with all standards and product flow specifications related to products (including the price point inventory requirements) and services in accordance with the participation agreements for the managed vision care plans. We have reserved the right to be the sole Approved Supplier of merchandise.

LOGO PRODUCTS

All advertising and promotional materials, signs, graphic displays, decorations, and paper goods used in your EyeCare Center and on any other items that we designate must have the Pearle Vision Marks in the form, color, location, and manner we specify, and must be approved by your Field Marketing Manager.

PROFESSIONAL SERVICES

Unless otherwise agreed by us, you must make available to your customers the services of eye examinations and other optometric services from a licensed optometrist or ophthalmologist at or adjoining your EyeCare Center. If you are a licensed optometrist or ophthalmologist, you may provide these services. If you are not a licensed optometrist or ophthalmologist, you must arrange for these services either through a leasing or employment arrangement. You must make certain that all eyewear offered for sale or dispensed at your EyeCare Center meet our standards and specifications. You must adhere to the standards, specifications, and quality assurance program required under the participation agreements for the managed vision care plans.

If you are a party to an optical product agreement, you must identify the optical products to be offered by the optometric professional at your EyeCare Center.

We do not impose any other restrictions in the Franchise Agreement or otherwise, as to the goods or services that you may offer or sell or as to the customers to whom you may offer or sell.

Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

These tables list certain important provisions of the Franchise Agreement, Development Agreement and related agreements. You should read these provisions in the agreements attached to this disclosure document.

FRANCHISE AGREEMENT

PROVISION ¹	SECTION IN FRANCHISE AGREEMENT*	SUMMARY
a. Length of the term of the franchise	1.4 and 17.1	This Franchise Agreement term starts on the Effective Date and terminates upon expiration or termination of Franchisee’s right to operate the last EyeCare Center that was authorized pursuant to the Location Addenda. Franchisee will have the right to operate each EyeCare Center for an initial term of up to ten (10) years, commencing on the Location Effective Date and expiring on the Location Expiration Date, unless earlier terminated by us as provided in the Agreement.
b. Renewal or extension of the term	17.2	Upon expiration of the rights for each EyeCare Center, we will offer you a franchise for that Center for a minimum term of five (5) years, on the terms we are then offering to New Franchisees (or renewing Existing Franchisees).
c. Requirements for franchisee to renew or extend	17.2	(i) show compliance with our operational requirements, (ii) not be in default; (iii) satisfy all monetary obligations; (iv) show that location complies with our requirements (or relocate); (v) remodel as required; (vi) attend training (if we require); (vii) sign a release as included in the Renewal Addendum to the Franchise Agreement; (viii) sign new agreement (which may be a Location Amendment to the Franchise Agreement or the then-current form of franchise agreement that we are then offering) and pay fee. Although this table uses the term “renewal,” it refers to extending our relationship at the end of your initial term and you must, at our option, sign a new Franchise Agreement that may have materially different terms and conditions than your original contract.
d. Termination by franchisee	Not applicable	A state law, however, may provide grounds for a permitted termination.
e. Termination by franchisor without cause	Not applicable	
f. Termination by franchisor with cause	18	We can only terminate the Franchise Agreement if you default or if another agreement between us is terminated (see Note 1).
g. “Cause” defined—curable defaults	18.1 and 18.5	You will generally have thirty (30) days to cure the following types of defaults of the Franchise Agreement (unless otherwise required by law): (i) breach of the Franchise Agreement, (ii) failure to operate in accordance with our standards, (iii) non-payment of amounts you owe us, (iv) failure to adhere to our quality standards, (v) defaults under other agreements

PROVISION ¹	SECTION IN FRANCHISE AGREEMENT*	SUMMARY
		with us or our affiliates (see Note 1 below), (vi) failure to comply with provider agreements, or (vii) certain criminal proceedings are commenced against you. See Section 18.5 for cross default provisions.
h. “Cause” defined—non-curable defaults	18.2, 18.3 and 18.5	We can terminate your Franchise Agreement without giving you an opportunity to cure (unless otherwise required by law) if you (i) breach specified provisions of the Franchise Agreement concerning development of the EyeCare Center, site and equipment requirements, relocation of the EyeCare Center, compliance with laws, protection of our trademarks and confidential information, not competing with us, or limiting assignments; (ii) are convicted of certain types of crimes; (iii) participate in any unethical or dishonest conduct relating to the EyeCare Center; (iv) fail to pay a final judgment against you for 30 days; (v) abandon your EyeCare Center or close it without our permission for three (3) consecutive days or more; (vi) lose possession of your EyeCare Center; (vii) cause us to believe that your performance will be impaired; (viii) endanger the public; (ix) under-report sales by 8% or more; (x) fail to attend training; (xi) commit more than two defaults in a 12-month period; or (xii) file bankruptcy. See Section 18.5 for cross default provisions.
i. Franchisee’s obligations on termination/non-renewal	19 (and 4.1D, concerning termination for failure to timely open)	Your obligations upon termination of the Franchise Agreement include: (i) cease using the Pearle Vision Marks and the Pearle Vision System; (ii) pay us all amounts due; (iii) if you lease the EyeCare Center from us, surrender it to us; otherwise modify the EyeCare Center’s location so it does not look like an EyeCare Center; (iv) if you dispute our ability to terminate, allow us to operate on an interim basis while your issues are resolved; (v) do nothing to impair the value of our security interest and deliver to us copies of all records and all other materials; and (vi) at our option, sell us the assets used in the business. In addition, if we terminate for your failure to open, execute a general release. The form of general release is in the Renewal Addendum to the Franchise Agreement.
j. Assignment of contract by franchisor	16.1	No restriction on our right to assign to any third party.
k. “Transfer” by franchisee—defined	16.2	You and your owners may not transfer, assign, sell, share, redeem, subfranchise, or divide, voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, any interest in the Franchise Agreement, including your rights under the agreement, any interest in the EyeCare Center location, development of an EyeCare Center or the owners’ interest in you, without our prior written consent.
l. Franchisor approval of transfer by franchisee	16.2	You must obtain our written consent before you or any of your owners transfer (as defined above) any interest.
m. Conditions for franchisor approval of transfer	16.2	We will not unreasonably withhold our consent to a transfer of any interest in the Franchise Agreement if you satisfy all conditions, including: (i) the transferee applies for acceptance as a Franchisee, demonstrates skills and resources necessary to operate an EyeCare Center and is approved; (ii) you are in compliance with your obligations to us and have satisfied all your obligations to us, including paying all amounts you owe

PROVISION ¹	SECTION IN FRANCHISE AGREEMENT*	SUMMARY
		and paying our transfer fee; (iii) the transferee successfully completes Pearle Vision's training program at its own expense; (iv) you have obtained any necessary third-party consents; (v) you indemnify us for any liabilities, costs, or damages related to any lease or guaranty for a period of up to thirty-six (36) months; (vi) you sign a release in the form of release included in the Renewal Addendum; (vii) the transfer signs our standard form confidentiality agreement; (viii) you and the transferee sign and provide all appropriate transfer documents; (ix) you remain liable for all of your obligations to us before the effective date of the transfer; (x) the transferee commits to upgrade the EyeCare Center to our then-current standards and specifications; and (xi) the transferee signs an assumption and assignment agreement or our then-current form of Franchise Agreement, which will contain the standard terms then being offered by us to new Franchisees, except that the term of the Franchise Agreement will end on the expiration date of the current Franchise Agreement with you.
n. Franchisor's right of first refusal to acquire franchisee's business	16.2B, 16.2C and 19.4	<p>Right of First Refusal: If you agree to sell to a third party, we have thirty (30) days to purchase at the price and terms stated in your transfer request.</p> <p>Right to Manage Business: If you fail to comply with the terms and conditions of the Franchise Agreement or Operations Portal, we have the right to manage your EyeCare Center and you will pay us 8% of your net dispensing sales as a "management fee."</p>
o. Franchisor's option to purchase franchisee's business	19.6	If (i) the Franchise Agreement expires by its terms and you owe us money, or (ii) we terminate the Franchise Agreement for your default, we have the right to purchase your leasehold improvements, furniture, fixtures, equipment, supplies, and merchandise inventory (see Note 2 below).
p. Death or disability of franchisee	16.2B	Within sixty (60) days, a new Designated Operator or Developer must be designated; Franchise or Multi-Unit Franchise Agreement must be transferred by estate to approved buyer within six (6) months.
q. Non-competition covenants during the term of the franchise	14.1	You may not engage or have a direct or indirect interest in a competitive business anywhere in the world.
r. Non-competition covenants after the franchise is terminated or expires	14.2	<p>You may not engage in any competitive business for one year within a three (3) mile radius of your EyeCare Center.</p> <p>You may not engage in a competitive business for one year within a three (3) mile radius of any of your Locations nor contact or directly advertise to any Pearle Vision customer for one year.</p>
s. Modification of the agreement	5.1, 5.2, 21.7	We can make certain modifications and policies/information in the Operations Portal is subject to change. Franchise Agreement may not be modified without agreement by both parties.

PROVISION ¹	SECTION IN FRANCHISE AGREEMENT*	SUMMARY
t. Integration/merger clause	21.6	Only the terms of the Franchise Agreement (and other related written agreements) are binding (subject to applicable state, provincial, regional or local law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	20.1	Except for certain specified types of disputes, and subject to any applicable state law to the contrary, all other disputes that cannot be resolved through good faith discussions and negotiations will be submitted for non-binding mediation at a mutually agreed location.
v. Choice of forum and venue	21.1	Subject to any applicable state law to the contrary, disputes to be resolved in the United States District Court for the Southern District of Ohio—Western Division.
w. Choice of law	21.1	Subject to any applicable state law to the contrary, Ohio law applies.

¹ For purposes of this table “franchisee” is synonymous with “Franchisee” and “franchisor” is synonymous with “Pearle Vision.”

DEVELOPMENT AGREEMENT

PROVISION ¹	SECTION IN DEVELOPMENT AGREEMENT*	SUMMARY
a. Length of the term of the franchise	1.1.8, 1.1.9 and 6.1	The term begins on the effective date of the Development Agreement and expires at the earlier of (i) completion of the Development Schedule or (ii) the Expiration Date.
b. Renewal or extension of the term	1.1.10, 4.5 and 6.1	Upon expiration of the Development Agreement, with our approval, you may extend the term of the Development Agreement to the time needed to complete construction of, and open the EyeCare Center.
c. Requirements for franchisee to renew or extend	4.5	You may extend the Development Agreement only if additional time is needed to complete construction and commence operation of an EyeCare Center, you provide us at least 30 days written notice, and you pay us an Extension Fee.
d. Termination by franchisee	Not applicable	A state law, however, may provide grounds for a permitted termination.
e. Termination by franchisor without cause	Not applicable	
f. Termination by franchisor with cause	8	We can only terminate the Development Agreement if you default or if another agreement between us is terminated (see Note 1).
g. “Cause” defined—curable defaults	8.2	You will generally have thirty (30) days to cure the following types of defaults (unless otherwise required by law): (i) failure to comply with the Development Schedule, (ii) failure to develop a Replacement EyeCare Center, (iii) failure to execute the Franchise Agreement, (iv) unapproved transfer, (v) misuse of our Trademarks, (vi) governmental or administrative prevention of you making required payments to us, (vii) certain criminal proceedings are commenced against you, or (viii) failure to comply with any of the terms or conditions of the Development Agreement.

PROVISION ¹	SECTION IN DEVELOPMENT AGREEMENT*	SUMMARY
h. "Cause" defined—non-curable defaults	8.1 and 8.2	We can terminate your Development Agreement without giving you an opportunity to cure (unless otherwise required by law) if you (i) commit a breach under the Franchise Agreement that causes it to automatically terminate or terminate upon your receipt of notice, or (ii) are adjudicated bankrupt or insolvent or all or a substantial portion of your assets are assigned to or for the benefit of a creditor, (iii) you are dissolved, or (iv) execution is levied against you or your personal property is sold after levy.
i. Franchisee's obligations on termination/non-renewal	8.4	Your obligations upon termination of the Development Agreement are to cease establishment of any EyeCare Center that does not have an executed Location Addendum or for which you have not satisfied the pre-requisites for development.
j. Assignment of contract by franchisor	9.1	No restriction on our right to assign to any third party.
k. "Transfer" by franchisee—defined	9.2	You and your owners may not transfer, assign, sell, share, redeem, subfranchise, or divide, voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, any interest in the Development Agreement, including your rights under the agreement, any interest in the EyeCare Center location, development of an EyeCare Center or the owners' interest in you, without our prior written consent. Section 9.B. lists additional events that are considered to be a Transfer.
l. Franchisor approval of transfer by franchisee	9.2	You must obtain our written consent before you or any of your owners transfer (as defined above) any interest.
m. Conditions for franchisor approval of transfer	9.2	We will not unreasonably withhold our consent to a transfer of any interest in the Development Agreement if you satisfy all conditions, including: (i) the transferee applies for acceptance as a Developer; (ii) is in full compliance of all obligations to us; (iii) demonstrate you have the skills, qualifications, ethics, morals and economic resources necessary to develop the EyeCare Centers; (iv) the transferee, transferee's Designated Developer and transferee's Regional Manager successfully complete Pearle Vision's training program at its own expense; (v) you have obtained any necessary third-party consents; (vi) you sign a release in the form of release included in the Renewal Addendum; (vii) the transferee, transferee's Designated Developer and transferee's Regional Manager sign our standard form confidentiality agreement; (viii) you and the transferee sign and provide all appropriate transfer documents; (ix) you remain liable for all of your obligations to us before the effective date of the transfer; (x) the transferee signs an assumption and assignment agreement or our then-current form of Development Agreement, which will contain the standard terms then being offered by us to new Developers; and (xi) each principal, including all owners thereof, of the transferee must sign our then-current form of (a) Guaranty and Assumption of Developer's Obligations Agreement and (b) Confidentiality/Covenant not to Compete Agreement;

PROVISION ¹	SECTION IN DEVELOPMENT AGREEMENT*	SUMMARY
n. Franchisor's right of first refusal to acquire franchisee's business	Not applicable	
o. Franchisor's option to purchase franchisee's business	Not applicable	
p. Death or disability of franchisee	9.2.F	Within sixty (60) days, a new Developer must be designated; Development Agreement must be transferred by estate to approved buyer within six (6) months.
q. Non-competition covenants during the terms of the franchise	10.3.A	You may not engage or have a direct or indirect interest in a competitive business anywhere in the world.
r. Non-competition covenants after the franchise is terminated or expires	10.3.B	You may not engage in any competitive business for one year within a three (3) mile radius of your EyeCare Center. You may not engage in a competitive business for one year within a three (3) mile radius of any of your Locations nor contact or directly advertise to any Pearle Vision customer for one year.
s. Modification of the agreement	13.14	We can make certain modifications and policies/information in the Operations Portal is subject to change. The Development Agreement may not be modified without agreement by both parties.
t. Integration/merger clause	13.15	Only the terms of the Development Agreement (and other related written agreements) are binding (subject to applicable state, provincial, regional or local law). Any representations or promises outside of the disclosure document and Development Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	12.1	Except for certain specified types of disputes, and subject to any applicable state law to the contrary, all other disputes that cannot be resolved through good faith discussions and negotiations will be submitted for non-binding mediation at a mutually agreed location.
v. Choice of forum and venue	13.1	Subject to any applicable state law to the contrary, disputes to be resolved in the United States District Court for the Southern District of Ohio—Western Division.
w. Choice of law	13.1	Subject to any applicable state law to the contrary, Ohio law applies.

¹ For purposes of this table “franchisee” is synonymous with “Developer” and “franchisor” is synonymous with “Pearle Vision.”

* California residents, see the California Addendum to this Disclosure Document for additional disclosures required by California law.

Notes:

(1) The Franchise Agreement, Development Agreement and all other agreements that you enter into with us, such as the optical product agreement, have “cross default” provisions. As a result, you will be deemed to be in default under all other agreements if you default under the Franchise Agreement. In turn, you will be deemed to be in default under the Franchise Agreement if you default under any of those other

agreements you have with us, our Parents, or our affiliates.

(2) We have the right to purchase the proprietary assets of the EyeCare Center. In some cases we may, but we are not obligated to, purchase the non-proprietary assets of the EyeCare Center as provided in the Franchise Agreement.

If a state law requires any modification to these provisions of the Franchise Agreement or Development Agreement (or other provisions described in this Item 17) or requires additional terms, those modifications will be found in the State Addenda (attached to the franchise disclosure document) and/or State Addenda to the Franchise Agreement (attached to the Franchise Agreement). As noted above, you should refer to any state-specific addenda attached to this franchise disclosure document for exceptions to this Item 17.

The Franchise Agreement and Development Agreement provide for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C.A. Sections 101 *et. seq.*).

Item 18 PUBLIC FIGURES

As noted in Item 1, Stanley Pearle, O.D., was the founder of Pearle Vision, and his name and physical appearance are known to many members of the public. Unfortunately, Dr. Pearle passed away in October 2011. However, we continue to use his name and image in promoting the Pearle Vision brand name and the sale of our franchises and honor his consulting agreement. Dr. Pearle no longer has any ownership interest in us, and waived all claims to additional compensation (beyond his consulting fees) regarding the use of his name and image. All use of his name and likeness are subject to brand approval.

Item 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in this Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

Tables 1-3 below are based on unaudited balance sheets and statements of operations/income statements and monthly reports ("*MFRs*") submitted to us by current franchisees using our full service operating model. That is the same type of franchise as is being offered to you. We are not offering any other type of franchise. The full service operating model includes an integrated supply chain and point-of-sale system that includes Frame Board Management, Lab Service Management, Lens Management and financial reporting. It allows franchisees to simplify the retail side of their business, leverage centralized purchasing power and focus on caring for patients. The unaudited balance sheets and statements of operations/income statements on which Tables 1-3 are based are referred to in this Item 19 as the "Full Service Operating Model Unaudited Financial Statements."

For 2021, we have included information for 371 EyeCare Centers using our full service operating platform. No Company-Owned EyeCare Centers are included. These EyeCare Centers have at least one year of operating results and have submitted Full Service Operating Model Unaudited Financial Statements and MFRs for the last fiscal year. Other EyeCare Centers were not included in this information because they: (a) are not using the full service operating platform (32), (b) have less than 1 year of operating results (18), (c) did not submit their fourth quarter operating results in a timely manner (29), or (d) are located in

Canada (12).

We may review the Full Service Operating Model Unaudited Financial Statements and MFRs periodically and we believe the Full Service Operating Model Unaudited Financial Statements accurately reflect the operations at such EyeCare Centers. All monetary amounts are in thousands (000s).

The EyeCare Centers reported in Tables 1A and 1B are owned by an optometrist or ophthalmologist.

Table 1A – Summary of Table 1B

	ALL REPORTING OD OWNER EYECARE CENTERS					
	Average	Median	1ST QUARTILE	2ND QUARTILE	3RD QUARTILE	4TH QUARTILE
Number of Stores Reporting	134	134	34	34	33	33
REVENUE						
Net Retail Revenue	\$917	\$785	\$1,634	\$897	\$676	\$438
Net Exam Revenue	\$298	\$231	\$572	\$290	\$185	\$135
Net Total Revenue	\$1,214	\$1,016	\$2,207	\$1,187	\$861	\$573
Cost of Goods Sold (\$)	\$339	\$300	\$594	\$340	\$251	\$163
Cost of Goods Sold (%)	27.9%	29.6%	26.9%	28.6%	29.2%	28.4%
Gross Margin (\$)	\$876	\$716	\$1,613	\$848	\$610	\$411
Gross Margin (%)	72.1%	70.4%	73.1%	71.4%	70.8%	71.6%
Retail Dispensing Margin (\$)	\$578	\$484	\$1,041	\$557	\$425	\$275
Retail Dispensing Margin (%)	63.0%	61.7%	63.7%	62.1%	62.9%	62.9%
EXPENSES						
Payroll	\$355	\$271	\$687	\$324	\$229	\$172
Occupancy	\$98	\$93	\$119	\$100	\$92	\$82
Royalty & Advertising	\$132	\$112	\$239	\$129	\$99	\$60
Other Expenses	\$79	\$68	\$116	\$88	\$57	\$52
Total Expenses	\$665	\$545	\$1,162	\$641	\$477	\$366
EBITDA	\$211	\$171	\$451	\$207	\$133	\$45
EBITDA%	17.4%	16.8%	20.4%	17.4%	15.4%	7.8%

**Table 1B -- Selected Historical Results
All Reporting OD Owned EyeCare Centers
for Fiscal Year Ended December 31, 2022**

ALL REPORTING OD OWNER EYECARE CENTERS						
	Average		1ST QUARTILE	2ND QUARTILE	3RD QUARTILE	4TH QUARTILE
Number of Stores Reporting	134		34	34	33	33
RETAIL REVENUE						
Average	\$	\$917	\$1,634	\$897	\$676	\$438
Stores Above Average	Qty	48	14	15	19	18
	%	36%	41%	44%	58%	55%
Median	\$	\$785	\$1,531	\$872	\$681	\$472
Range	Highest	\$2,959	\$2,959	\$1,052	\$762	\$572
	Lowest	\$108	\$1,079	\$779	\$587	\$108
EXAM REVENUE						
Average	\$	\$298	\$572	\$290	\$185	\$135
Stores Above Average	Qty	45	17	14	16	13
	%	34%	50%	41%	48%	39%
Median	\$	\$231	\$587	\$262	\$183	\$126
Range	Highest	\$1,263	\$1,263	\$774	\$348	\$440
	Lowest	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUE						
Average	\$	\$1,214	\$2,207	\$1,187	\$861	\$573
Stores Above Average	Qty	48	14	15	16	19
	%	36%	41%	44%	48%	58%
Median	\$	\$1,016	\$2,118	\$1,133	\$865	\$597
Range	Highest	\$4,131	\$4,131	\$1,553	\$1,026	\$854
	Lowest	\$126	\$1,327	\$826	\$693	\$126
COST OF GOODS SOLD AND MARGINS						
Cost of Goods Sold	Average \$	\$339	\$594	\$340	\$251	\$163
	Average %	27.9%	26.9%	28.6%	29.2%	28.4%
	Median \$	\$300	\$564	\$331	\$251	\$174
Gross Margin	Average \$	\$876	\$1,613	\$848	\$610	\$411
	Average %	72.1%	73.1%	71.4%	70.8%	71.6%
	Median \$	\$716	\$1,554	\$803	\$613	\$423
Dispensing Margin	Average \$	\$578	\$1,041	\$557	\$425	\$275
	Average %	63.0%	63.7%	62.1%	62.9%	62.9%
	Median \$	\$484	\$967	\$541	\$430	\$297
EXPENSES						
Payroll	Average \$	\$355	\$687	\$324	\$229	\$172
	Average %	29.3%	31.1%	27.3%	26.6%	30.1%
	Median \$	\$271	\$652	\$311	\$209	\$170
Occupancy	Average \$	\$98	\$119	\$100	\$92	\$82
	Average %	8.1%	5.4%	8.4%	10.7%	14.3%
	Median \$	\$93	\$116	\$86	\$100	\$75
Royalty & Advertising	Average \$	\$132	\$239	\$129	\$99	\$60
	Average %	10.9%	10.8%	10.9%	11.5%	10.4%
	Median \$	\$112	\$222	\$125	\$101	\$61
Other Expenses	Average \$	\$79	\$116	\$88	\$57	\$52
	Average %	6.5%	5.3%	7.4%	6.6%	9.0%
	Median \$	\$68	\$128	\$81	\$62	\$34
INCOME						
EBITDA	Average \$	\$211	\$451	\$207	\$133	\$45
	Average %	17.4%	20.4%	17.4%	15.4%	7.8%
	Median \$	\$171	\$436	\$199	\$141	\$82

The EyeCare Centers reported in Tables 2A and 2B are owned by an optician or investor who subleases space to an optometrist or ophthalmologist.

Table 2A – Summary of Table 2B

	ALL REPORTING SUBLEASE EYECARE CENTERS					
	Average	Median	1ST QUARTILE	2ND QUARTILE	3RD QUARTILE	4TH QUARTILE
Number of Stores Reporting	71	71	18	18	18	17
REVENUE						
Net Retail Revenue	\$954	\$807	\$1,698	\$1,017	\$707	\$362
Net Exam Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Net Total Revenue	\$954	\$807	\$1,698	\$1,017	\$707	\$362
Cost of Goods Sold (\$)	\$342	\$285	\$622	\$346	\$257	\$130
Cost of Goods Sold (%)	35.8%	35.3%	36.6%	34.0%	36.4%	36.0%
Gross Margin (\$)	\$612	\$521	\$1,076	\$671	\$450	\$231
Gross Margin (%)	64.2%	64.7%	63.4%	66.0%	63.6%	64.0%
Retail Dispensing Margin (\$)	\$612	\$521	\$1,076	\$671	\$450	\$231
Retail Dispensing Margin (%)	64.2%	64.7%	63.4%	66.0%	63.6%	64.0%
EXPENSES						
Payroll	\$207	\$181	\$343	\$234	\$142	\$103
Occupancy	\$86	\$84	\$89	\$95	\$83	\$78
Royalty & Advertising	\$140	\$120	\$252	\$150	\$101	\$52
Other Expenses	\$47	\$37	\$63	\$55	\$35	\$34
Total Expenses	\$480	\$422	\$747	\$533	\$362	\$267
EBITDA	\$132	\$99	\$329	\$137	\$88	(\$36)
EBITDA%	13.8%	12.3%	19.4%	13.5%	12.5%	-9.9%

Table 2B -- Selected Historical Results
All Reporting Non-OD Subleased EyeCare Centers
for Fiscal Year Ended December 31, 2022

ALL REPORTING SUBLEASE EYECARE CENTERS						
	Average		1ST QUARTILE	2ND QUARTILE	3RD QUARTILE	4TH QUARTILE
Number of Stores Reporting	71		18	18	18	17
RETAIL REVENUE						
Average	\$	\$954	\$1,698	\$1,017	\$707	\$362
Stores Above Average	Qty	27	10	7	9	8
	%	38%	56%	39%	50%	47%
Median	\$	\$807	\$1,708	\$963	\$708	\$337
Range	Highest	\$2,753	\$2,753	\$1,274	\$797	\$537
	Lowest	\$172	\$1,284	\$807	\$589	\$172
EXAM REVENUE						
Average	\$	\$0	\$0	\$0	\$0	\$0
Stores Above Average	Qty	0	0	0	0	0
	%	0%	0%	0%	0%	0%
Median	\$	\$0	\$0	\$0	\$0	\$0
Range	Highest	\$0	\$0	\$0	\$0	\$0
	Lowest	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUE						
Average	\$	\$954	\$1,698	\$1,017	\$707	\$362
Stores Above Average	Qty	27	10	7	9	8
	%	38%	56%	39%	50%	47%
Median	\$	\$807	\$1,708	\$963	\$708	\$337
Range	Highest	\$2,753	\$2,753	\$1,274	\$797	\$537
	Lowest	\$172	\$1,284	\$807	\$589	\$172
COST OF GOODS SOLD AND MARGINS						
Cost of Goods Sold	Average \$	\$342	\$622	\$346	\$257	\$130
	Average %	35.8%	36.6%	34.0%	36.4%	36.0%
	Median \$	\$285	\$619	\$344	\$262	\$106
Gross Margin	Average \$	\$612	\$1,076	\$671	\$450	\$231
	Average %	64.2%	63.4%	66.0%	63.6%	64.0%
	Median \$	\$521	\$1,089	\$619	\$446	\$231
Dispensing Margin	Average \$	\$612	\$1,076	\$671	\$450	\$231
	Average %	64.2%	63.4%	66.0%	63.6%	64.0%
	Median \$	\$521	\$1,089	\$619	\$446	\$231
EXPENSES						
Payroll	Average \$	\$207	\$343	\$234	\$142	\$103
	Average %	21.7%	20.2%	23.0%	20.2%	28.4%
	Median \$	\$181	\$294	\$239	\$144	\$101
Occupancy	Average \$	\$86	\$89	\$95	\$83	\$78
	Average %	9.0%	5.2%	9.3%	11.7%	21.6%
	Median \$	\$84	\$90	\$99	\$82	\$73
Royalty & Advertising	Average \$	\$140	\$252	\$150	\$101	\$52
	Average %	14.7%	14.9%	14.7%	14.3%	14.5%
	Median \$	\$120	\$254	\$143	\$102	\$50
Other Expenses	Average \$	\$47	\$63	\$55	\$35	\$34
	Average %	4.9%	3.7%	5.4%	4.9%	9.4%
	Median \$	\$37	\$56	\$52	\$33	\$35
INCOME						
EBITDA	Average \$	\$132	\$329	\$137	\$88	-\$36
	Average %	13.8%	19.4%	13.5%	12.5%	-9.9%
	Median \$	\$99	\$395	\$85	\$85	-\$28

The EyeCare Centers reported in Tables 3A and 3B are owned by an optometrist, ophthalmologist, optician or investor that employs the optometrist or ophthalmologist.

Table 3A – Summary of Table 3B

	ALL REPORTING EMPLOYED EYECARE CENTERS					
	Average	Median	1ST QUARTILE	2ND QUARTILE	3RD QUARTILE	4TH QUARTILE
Number of Stores Reporting	166	166	42	42	41	41
REVENUE						
Net Retail Revenue	\$924	\$827	\$1,674	\$992	\$680	\$331
Net Exam Revenue	\$222	\$186	\$408	\$238	\$161	\$76
Net Total Revenue	\$1,146	\$1,013	\$2,081	\$1,230	\$841	\$407
Cost of Goods Sold (\$)	\$329	\$296	\$595	\$342	\$250	\$123
Cost of Goods Sold (%)	28.7%	29.2%	28.6%	27.8%	29.7%	30.3%
Gross Margin (\$)	\$817	\$717	\$1,486	\$887	\$591	\$284
Gross Margin (%)	71.3%	70.8%	71.4%	72.2%	70.3%	69.7%
Retail Dispensing Margin (\$)	\$595	\$531	\$1,078	\$649	\$430	\$208
Retail Dispensing Margin (%)	64.4%	64.2%	64.4%	65.5%	63.2%	62.8%
EXPENSES						
Payroll	\$345	\$313	\$604	\$363	\$266	\$140
Occupancy	\$115	\$105	\$152	\$115	\$107	\$84
Royalty & Advertising	\$132	\$117	\$243	\$144	\$93	\$44
Other Expenses	\$45	\$42	\$92	\$45	\$30	\$11
Total Expenses	\$636	\$577	\$1,090	\$667	\$497	\$279
EBITDA	\$180	\$139	\$396	\$220	\$94	\$5
EBITDA%	15.7%	13.8%	19.0%	17.9%	11.2%	1.1%

**Table 3B -- Selected Historical Results
All Reporting Non-OD Employed EyeCare Centers
for Fiscal Year Ended December 31, 2022**

ALL REPORTING EMPLOYED EYECARE CENTERS						
	Average		1ST QUARTILE	2ND QUARTILE	3RD QUARTILE	4TH QUARTILE
Number of Stores Reporting	166		42	42	41	41
RETAIL REVENUE						
Average	\$	\$924	\$1,674	\$992	\$680	\$331
Stores Above Average	Qty	70	15	24	22	23
	%	42%	36%	57%	54%	56%
Median	\$	\$827	\$1,519	\$1,007	\$687	\$348
Range	Highest	\$2,849	\$2,849	\$1,189	\$820	\$518
	Lowest	\$79	\$1,217	\$827	\$536	\$79
EXAM REVENUE						
Average	\$	\$222	\$408	\$238	\$161	\$76
Stores Above Average	Qty	59	20	18	21	16
	%	36%	48%	43%	51%	39%
Median	\$	\$186	\$366	\$223	\$176	\$65
Range	Highest	\$1,208	\$1,208	\$748	\$364	\$169
	Lowest	\$0	\$10	\$0	\$1	\$6
TOTAL REVENUE						
Average	\$	\$1,146	\$2,081	\$1,230	\$841	\$407
Stores Above Average	Qty	70	15	19	20	21
	%	42%	36%	45%	49%	51%
Median	\$	\$1,013	\$1,885	\$1,230	\$862	\$414
Range	Highest	\$3,861	\$3,861	\$1,608	\$1,032	\$668
	Lowest	\$105	\$1,382	\$902	\$623	\$105
COST OF GOODS SOLD AND MARGINS						
Cost of Goods Sold	Average \$	\$329	\$595	\$342	\$250	\$123
	Average %	28.7%	28.6%	27.8%	29.7%	30.3%
	Median \$	\$296	\$546	\$327	\$251	\$132
Gross Margin	Average \$	\$817	\$1,486	\$887	\$591	\$284
	Average %	71.3%	71.4%	72.2%	70.3%	69.7%
	Median \$	\$717	\$1,340	\$902	\$611	\$282
Dispensing Margin	Average \$	\$595	\$1,078	\$649	\$430	\$208
	Average %	64.4%	64.4%	65.5%	63.2%	62.8%
	Median \$	\$531	\$973	\$680	\$435	\$217
EXPENSES						
Payroll	Average \$	\$345	\$604	\$363	\$266	\$140
	Average %	30.1%	29.0%	29.5%	31.7%	34.3%
	Median \$	\$313	\$567	\$336	\$252	\$147
Occupancy	Average \$	\$115	\$152	\$115	\$107	\$84
	Average %	10.0%	7.3%	9.4%	12.7%	20.7%
	Median \$	\$105	\$145	\$101	\$97	\$80
Royalty & Advertising	Average \$	\$132	\$243	\$144	\$93	\$44
	Average %	11.5%	11.7%	11.7%	11.1%	10.9%
	Median \$	\$117	\$225	\$147	\$96	\$49
Other Expenses	Average \$	\$45	\$92	\$45	\$30	\$11
	Average %	3.9%	4.4%	3.6%	3.6%	2.7%
	Median \$	\$42	\$92	\$66	\$43	\$15
INCOME						
EBITDA	Average \$	\$180	\$396	\$220	\$94	\$5
	Average %	15.7%	19.0%	17.9%	11.2%	1.1%
	Median \$	\$139	\$311	\$252	\$123	-\$9

1. “*Net Retail Revenue*” means net income from sales of prescription and non-prescription eyeglasses, contact lenses, optical goods and services, after all discounts.
2. “*Net Exam Revenue*” means net income from optometric professionals working in the store or in adjoining premises.
3. “*Net Total Revenue*” means net income from sales of prescription and non-prescription eyeglasses, contact lenses, optical goods and services, after all discounts (“*Net Retail Revenue*”) plus net income

from optometric professionals working in the store or in adjoining premises.

4. “*Cost of Goods Sold*” means material cost related to prescription and non-prescription eyeglasses, contact lenses, and optical goods, which includes freight-in, less purchase discounts. Additionally, this category includes non-owner lab labor, outside lab services, and lease/repair of lab equipment.
5. “*Gross Margin*” means Net Total Revenue less Cost of Goods Sold.
6. “*Retail Disp. Margin*” means Net Retail Revenue less Cost of Goods Sold.
7. “*Payroll*” includes salaries, wage, bonuses, and commissions for the owner along with any non-owner OD. The category also includes all other employee salary, wages, bonuses, and commissions. All payroll taxes and benefits were included as well.
8. “*Occupancy*” includes the base and percent rent according to franchisee’s lease arrangement; property taxes; depreciation; repairs and maintenance; utilities; other common area maintenance expenditures. Occupancy charges could be offset by income related to the sub-lease of space.
9. “*Royalty & Advertising Fees*” are 7% of net dispensing sales and national and local advertising fees are 6% and 2% (respectively) of net dispensing sales except for EyeCare Centers developed pursuant to a Development Agreement. We do not collect royalties on Professional Fee Revenues.
10. “*Other Expenses*” represent other store expenses that are not captured in another category. Examples include, but are not limited to, professional services (CPA, legal, payroll services, etc); interest expense; office supplies; travel & entertainment; communications; and store visuals.
11. “*EBITDA*” represents earnings before deductions for interest, taxes, depreciation, and amortization expenses.

We provided the same products, services, training, and support to all of the EyeCare Centers included in Tables 1–3 above that we will provide to you. The EyeCare Centers included offered substantially the same products and services to the public, except that some EyeCare Centers contained a surfacing lab, which enables a Franchisee to produce most eyewear in approximately one hour. We do not require you to be an optometrist in order to obtain a franchise. However, if you are an optometrist or operate in a state that allows a layperson to employ an optometrist, you will earn professional fee revenues in addition to Net Retail Sales, which may affect your Owner Income.

Some outlets have earned these amounts. Your individual results may differ. There is no assurance that you will earn as much.

We encourage you to review this material with your attorney or accountant. Written substantiation for the financial performance representation will be made available to you upon reasonable request. We do not provide any historical operating data for our company-operated EyeCare Centers.

Except for the information in this Item 19, we do not make any representations about a Franchisee’s future financial performance or the past financial performance of Pearle Vision EyeCare Centers. We also do not authorize our employees or representatives to make any representations either orally or in writing, except as contained in this Item 19. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Cara Londin, Assistant Chief Legal Officer, EssilorLuxottica, 12 Harbor Park Drive, Port Washington, New York 11050, telephone number (516) 918-3188, Email clondin@us.luxottica.com; the Federal Trade Commission, and

the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

For purposes of this Item 20, “*Franchised*” represents all EyeCare Centers and “*Company-Owned*” represents all Company EyeCare Centers.

Table No. 1
System-wide Outlet Summary
for Years 2020 through 2022

Column 1	Column 2	Column 3	Column 4	Column 5
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchise Owned	2020	417	429	12
	2021	429	443	14
	2022	443	449	6
Company Owned	2020	63	58	-5
	2021	58	59	1
	2022	59	62	3
Total Outlets	2020	480	487	7
	2021	487	502	15
	2022	502	511	9

Table No. 2
Transfers of Outlets from Pearle Vision Franchisees to New Owners
(Other than the Company) for Years 2020 through 2022

State	Year	Number of Transfers	State	Year	Number of Transfers
Alabama	2020	0	Georgia	2020	2
	2021	1		2021	2
	2022	0		2022	0
Alaska	2020	0	Idaho	2020	0
	2021	0		2021	0
	2022	0		2022	0
Arizona	2020	1	Illinois	2020	0
	2021	0		2021	1
	2022	0		2022	4
Arkansas	2020	0	Indiana	2020	0
	2021	0		2021	0
	2022	0		2022	0
Colorado	2020	0	Iowa	2020	0
	2021	0		2021	0
	2022	1		2022	0
Connecticut	2020	0	Kansas	2020	0
	2021	0		2021	0
	2022	0		2022	0
Delaware	2020	0	Kentucky	2020	2
	2021	0		2021	0
	2022	0		2022	0
District of Columbia	2020	0	Louisiana	2020	0
	2021	0		2021	0
	2022	0		2022	0
Florida	2020	1	Maine	2020	0
	2021	0		2021	0
	2022	1		2022	0
Maryland	2020	0	Pennsylvania	2020	1
	2021	0		2021	0
	2022	1		2022	2
Massachusetts	2020	1	Rhode Island	2020	0
	2021	0		2021	0
	2022	2		2022	0
Michigan	2020	0	South Carolina	2020	0
	2021	1		2021	0
	2022	0		2022	0
Minnesota	2020	1	South Dakota	2020	0

	2021	1		2021	0
	2022	4		2022	0
Mississippi	2020	0	Tennessee	2020	0
	2021	0		2021	1
	2022	0		2022	0
Missouri	2020	0	Texas	2020	0
	2021	0		2021	1
	2022	0		2022	2
Montana	2020	0	Utah	2020	0
	2021	0		2021	0
	2022	0		2022	0
Nebraska	2020	0	Vermont	2020	0
	2021	0		2021	1
	2022	2		2022	0
Nevada	2020	0	Virginia	2020	0
	2021	0		2021	0
	2022	0		2022	1
New Jersey	2020	2	Washington	2020	0
	2021	8		2021	0
	2022	0		2022	0
New York	2020	1	Wisconsin	2020	0
	2021	2		2021	0
	2022	0		2022	0
North Dakota	2020	0	Puerto Rico	2020	3
	2021	0		2021	13
	2022	0		2022	0
Oklahoma	2020	0	Totals	2020	16
	2021	0		2021	32
	2022	0		2022	21
Ohio	2020	1			
	2021	0			
	2022	1			

**Table No. 3
Status of Franchised Outlets
for Years 2020 through 2022**

Column 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Column 7	Col. 8	Col. 9
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Company	Ceased Operations – Other Reasons	Outlets at End of the Year
Alabama	2020	2	0	0	0	0	0	2
	2021	2	4	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Alaska	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Arizona	2020	7	2	0	0	0	0	9
	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
Arkansas	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
California	2020	3	1	0	0	0	0	4
	2021	4	2	0	0	0	0	6
	2022	6	2	0	0	0	0	8
Colorado	2020	13	0	0	1	0	0	12
	2021	12	2	0	0	0	0	14
	2022	14	0	0	0	0	0	14
Connecticut	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Delaware	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Florida	2020	26	3	1	0	0	0	28
	2021	28	1	0	0	0	0	29
	2022	29	2	0	0	0	0	31
Georgia	2020	14	1	0	0	0	0	15
	2021	15	0	0	0	0	0	15
	2022	15	0	0	0	0	0	15

Hawaii	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Idaho	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Illinois	2020	37	2	0	0	0	0	39
	2021	39	0	0	0	0	0	39
	2022	39	1	0	0	0	0	40
Indiana	2020	4	0	1	0	0	0	3
	2021	3	3	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Iowa	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Kansas	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Kentucky	2020	3	3	0	0	0	0	6
	2021	6	1	0	0	0	0	7
	2022	7	2	0	0	0	0	9
Louisiana	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Maine	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Maryland	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	1	0	0	0	0	6
Massachusetts	2020	19	0	1	0	0	0	18
	2021	18	1	0	0	0	0	19
	2022	19	1	0	0	0	0	20
Michigan	2020	23	1	2	0	0	0	22
	2021	22	0	0	1	0	0	21
	2022	21	0	0	0	0	0	21
Minnesota	2020	26	0	0	0	0	0	26
	2021	26	0	0	0	0	0	26
	2022	26	0	0	2	0	0	24

Mississippi	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Missouri	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Montana	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Nebraska	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
Nevada	2020	7	4	0	0	0	0	11
	2021	11	0	0	0	0	0	11
	2022	11	1	0	0	0	0	12
New Hampshire	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
New Jersey	2020	24	1	0	0	0	0	25
	2021	25	0	0	2	0	0	23
	2022	23	0	0	1	0	0	22
New Mexico	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
New York	2020	30	1	1	1	0	0	29
	2021	29	0	0	0	0	0	29
	2022	29	0	0	0	0	0	29
North Carolina	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
North Dakota	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Ohio	2020	22	0	0	0	0	0	22
	2021	22	4	0	0	0	0	26
	2022	26	0	0	0	0	0	26
Oklahoma	2020	4	0	0	0	0	0	4
	2021	4	1	0	0	0	0	5
	2022	5	0	0	0	0	0	5

Oregon	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Pennsylvania	2020	29	0	2	0	0	0	27
	2021	27	1	0	0	0	0	28
	2022	28	0	0	0	0	0	28
Rhode Island	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
South Carolina	2020	6	1	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
South Dakota	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Tennessee	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Texas	2020	37	1	0	2	0	0	36
	2021	36	0	0	1	0	0	35
	2022	35	3	2	2	0	0	34
Utah	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Vermont	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Virginia	2020	8	0	0	0	0	0	8
	2021	8	0	0	1	0	0	7
	2022	7	0	0	0	0	0	7
Washington	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
West Virginia	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Wisconsin	2020	9	2	0	0	0	0	11
	2021	11	0	0	1	0	0	10
	2022	10	0	0	0	0	0	10

Wyoming	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Puerto Rico	2020	20	0	0	0	0	0	20
	2021	20	0	0	0	0	0	20
	2022	20	0	0	0	0	0	20
Totals	2020	417	24	8	4	0	0	429
	2021	429	20	0	6	0	0	443
	2022	443	13	2	5	0	0	449

Table No. 4
Status of Company-Owned Outlets
for Years 2020 through 2022

Column 1	Col. 2	Col. 3	Column 4	Column 5	Column 6	Column 7	Column 8
State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Alabama	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Alaska	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Arizona	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Arkansas	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
California	2020	0	0	0	0	0	0
	2021	1	1	0	0	0	2
	2022	2	0	0	0	0	2
Colorado	2020	3	0	0	0	0	3
	2021	3	0	0	1	0	2
	2022	2	0	0	0	0	2
Connecticut	2020	1	0	0	0	0	1
	2021	1	0	0	1	0	0
	2022	0	0	0	0	0	0
Delaware	2020	0	0	0	0	0	0

	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Florida	2020	3	0	0	0	0	3
	2021	3	0	0	0	0	3
	2022	3	1	0	0	0	4
Georgia	2020	4	0	0	0	0	4
	2021	4	0	0	0	0	4
	2022	4	0	0	0	0	4
Hawaii	2020	0	0	0	0	0	0
	2021	0	1	0	0	0	1
	2022	1	0	0	0	0	1
Idaho	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Illinois	2020	8	0	0	1	0	7
	2021	7	0	0	1	0	6
	2022	6	0	0	0	0	6
Indiana	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
	2022	2	0	0	0	0	2
Iowa	2020	2	0	0	1	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
Kansas	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Kentucky	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Louisiana	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Maine	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Maryland	2020	2	0	0	0	0	2
	2021	2	1	0	0	0	3
	2022	3	1	0	0	0	4
Massachusetts	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

Michigan	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
Minnesota	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Mississippi	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Missouri	2020	2	0	0	1	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
Montana	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Nebraska	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Nevada	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
New Hampshire	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
New Jersey	2020	3	0	0	1	0	2
	2021	2	0	0	0	0	2
	2022	2	0	0	0	0	2
New Mexico	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
New York	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
North Carolina	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
North Dakota	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Ohio	2020	7	0	0	1	0	6
	2021	6	0	0	0	0	6

	2022	6	0	0	1	0	5
Oklahoma	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Oregon	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
Pennsylvania	2020	11	0	0	0	0	11
	2021	10	0	0	0	0	10
	2022	10	0	0	1	0	9
Rhode Island	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
South Carolina	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
South Dakota	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Tennessee	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	1	0	0	0	1
Texas	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Utah	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Vermont	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Virginia	2020	4	0	0	0	0	4
	2021	4	1	0	0	0	5
	2022	5	1	0	0	0	6
Washington	2020	9	0	0	0	0	9
	2021	9	0	0	0	0	9
	2022	9	0	0	0	0	9
West Virginia	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Wisconsin	2020	0	0	0	0	0	0

	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Wyoming	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Puerto Rico	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Totals	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	1	0	0	0	1

Table No. 5
Projected Openings as of December 31, 2022

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
Arizona	2	0	0
California	1	2	0
Florida	0	2	0
Illinois	1	1	0
Minnesota	1	1	0
Nevada	0	2	0
New Jersey	0	1	0
North Carolina	1	0	0
South Carolina	0	1	0
Texas	2	2	0
Utah	0	1	0
Total	8	13	0

Exhibit H to this disclosure document contains the names, addresses, and telephone numbers of the Pearle Vision Franchisees and their outlets.

Exhibit I to this disclosure document contains the name and last known home address and telephone number of every Franchisee who has had a Franchise terminated, canceled, or not renewed by us during our fiscal year ended December 31, 2022, or who otherwise voluntarily or involuntarily ceased to do business under their Franchise Agreement during our fiscal year ended December 31, 2022, or who has not

communicated with us within ten (10) weeks from the issuance date of this disclosure document or the date of our application for registration of this disclosure document. If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the Pearle Vision system.

In some instances, current and former Franchisees sign provisions restricting their ability to speak openly about their experience with Pearle Vision. You may wish to speak with current and former Franchisees, but be aware that not all such Franchisees will be able to communicate with you.

We have a trademark-specific franchisee organization as disclosed in Item 11.

The following independent franchisee organization has asked to be included in this disclosure document: PIFA, an Association of Pearle Vision® Franchisees, a Chapter of the American Association of Franchisees & Dealers, PO Box 10158, Palm Desert, CA 92255-1058, Phone: 619-209-3775, Fax: 866-855-1988, Email: pifa@aafdchapters.org

Item 21

FINANCIAL STATEMENTS

Attached as Exhibit A to this disclosure document are First American Administrators, Inc. (an affiliate of Luxottica of America Inc.) Financial Statements as of December 31, 2022, December 31, 2021 and December 31, 2020 and for the years then-ended and an Independent Auditors' Report.

You have not been provided with our financial statements; therefore, you do not have knowledge of our financial condition. Our financial results are consolidated into the results of our parent, Luxottica U.S. Holdings Corp., together with its other subsidiaries, and are not separately available. Accordingly, our affiliate First American Administrators, Inc. has absolutely and irrevocably guaranteed the performance of all of our obligations owed to you under any fully executed Franchise Agreement or Development Agreement and any respective related agreements referred to in this disclosure document. A copy of the guarantee of performance is attached as part of Exhibit A.

Item 22
CONTRACTS

Attached to this disclosure document are the following forms of contracts:

Exhibit	Document
C-1	Franchise Agreement and Addenda (including Acknowledgments)
C-2	Development Agreement and Addenda
D-1	Guaranty and Assumption of Franchisee's Obligations
D-2	Confidentiality/Covenant Not to Compete Agreement

Item 23
RECEIPT

Attached at the very end of this disclosure document (as Exhibit ZZ), are two copies of a detachable receipt for this disclosure document. Please sign both copies, then return one copy to: Attn: Legal Department, PEARLE VISION, 4000 Luxottica Place, Mason, Ohio 45040.

EXHIBIT A

**FINANCIAL STATEMENTS
and
GUARANTEE OF PERFORMANCE**



Report of Independent Auditors

To the Board of Directors of First American Administrators, Inc.:

Opinion

We have audited the accompanying financial statements of First American Administrators, Inc. (the "Company") (a wholly owned subsidiary of EyeMed Vision Care, LLC), which comprise the balance sheets as of December 31, 2022, 2021, and 2020 and the related statements of operations and accumulated earnings, and of cash flows for the years then ended, including the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022, 2021, and 2020 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 4 to the financial statements, the Company has entered into significant transactions with affiliates EyeMed Vision Care IPA, LLC, EyeMed Insurance Company, EyeMed Vision Care HMO of Texas, and its parent, EyeMed Vision Care, LLC, all related parties. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting



a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

PricewaterhouseCoopers LLP

Cincinnati, Ohio
March 15, 2023

First American Administrators, Inc.
(A wholly owned subsidiary of EyeMed Vision Care, LLC)
**Financial Statements as of and for the Years Ended
December 31, 2022 and 2021**

First American Administrators, Inc.
(A wholly owned subsidiary of EyeMed Vision Care, LLC)
Index
December 31, 2022 and 2021

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First American Administrators, Inc.
(A wholly owned subsidiary of EyeMed Vision Care, LLC)
Balance Sheets
December 31, 2022 and 2021

	2022	2021
Assets		
Cash	\$ 1,529,903	\$ -
Receivables — net	153,360,322	137,826,941
Due from affiliates	214,244,220	151,536,952
Prepaid expenses and other assets	32	-
Deferred tax assets	2,280,130	1,200,968
Total assets	\$ 371,414,607	\$ 290,564,861
Liabilities and Shareholder's Equity		
Accounts payable	30,810,002	30,497,410
Due to affiliates	45,982,235	34,616,607
Claims payable and incurred but not reported	51,579,569	32,870,301
Accrued liabilities	2,137,844	908,311
Income taxes payable	15,379,214	11,363,043
Total liabilities	145,888,864	110,255,672
Shareholder's equity		
Common stock, without par value — 100,000 shares authorized; 1,000 shares issued and outstanding	1,000	1,000
Accumulated earnings	225,524,743	180,308,189
Total shareholder's equity	225,525,743	180,309,189
Total liabilities and shareholder's equity	\$ 371,414,607	\$ 290,564,861

The accompanying notes are an integral part of these financial statements.

First American Administrators, Inc.
(A wholly owned subsidiary of EyeMed Vision Care, LLC)
Statements of Operations and Accumulated Earnings
Years Ended December 31, 2022 and 2021

	2022	2021
Revenues		
Premiums	\$ 1,705,471	\$ 671,721
Administrative services - net		
Third parties	\$ 106,257,886	\$ 93,466,196
Affiliates	\$ 22,528,408	\$ 21,796,410
Total revenues	<u>\$ 130,491,765</u>	<u>\$ 115,934,327</u>
Expenses		
Professional services	<u>\$ 2,017,981</u>	<u>\$ 2,270,599</u>
Administration		
Allocation from affiliates	\$ 66,982,280	\$ 66,392,481
Other expenses	\$ 4,701,131	\$ (255,502)
Intercompany interest expense (income)	\$ (2,979,632)	\$ (157,074)
Total administration	<u>\$ 68,703,779</u>	<u>\$ 65,979,905</u>
Total expenses	<u>\$ 70,721,760</u>	<u>\$ 68,250,504</u>
Income before income taxes	\$ 59,770,005	\$ 47,683,823
Income tax provision	<u>\$ 14,553,451</u>	<u>\$ 11,537,116</u>
Net income	<u>\$ 45,216,554</u>	<u>\$ 36,146,707</u>
Accumulated earnings		
Beginning of year	<u>\$ 180,308,189</u>	<u>\$ 144,161,482</u>
End of year	<u>\$ 225,524,743</u>	<u>\$ 180,308,189</u>

The accompanying notes are an integral part of these financial statements.

First American Administrators, Inc.
(A wholly owned Subsidiary of EyeMed Vision Care, LLC)
Statements of Cash Flows
Years Ended December 31, 2022 and 2021

	2022	2021
Cash flows from operating activities		
Net income	\$ 45,216,554	\$ 36,146,707
Adjustments to reconcile net income to net cash from operating activities		
Deferred tax assets	\$ (1,079,162)	\$ 156,964
Change in assets and liabilities		
Receivables - net	\$ (15,533,381)	\$ (8,671,381)
Prepaid expenses and other assets	\$ (32)	\$ 353
Accounts payable	\$ 312,592	\$ 12,761,975
Accrued liabilities	\$ 1,229,533	\$ 76,898
Income taxes payable	\$ 4,016,171	\$ (578,471)
Claims payable and incurred but not reported	\$ 18,709,268	\$ 4,769,787
Total adjustments	\$ 7,654,989	8,516,125
Net cash from operating activities	\$ 52,871,543	44,662,832
Cash flows from investing activities		
Due from affiliates	\$ (62,707,268)	\$ (56,606,767)
Cash flows from financing activities		
Due to affiliates	\$ 11,365,628	\$ 11,943,935
Net change in cash	\$ 1,529,903	-
Cash		
Beginning of year	\$ -	-
End of year	\$ 1,529,903	\$ -
Supplemental disclosures		
Income taxes paid to affiliate	\$ 11,365,343	\$ 11,943,914

The accompanying notes are an integral part of these financial statements.

First American Administrators, Inc.
(A wholly owned subsidiary of EyeMed Vision Care, LLC)
Notes to Financial Statements
December 31, 2022 and 2021

1. Organization and Operations

First American Administrators, Inc. (the “Company”) operates as a licensed third-party administrator providing administrative and benefit claim payment services on behalf of EyeMed Vision Care, LLC (“EyeMed”) and other affiliated and non-affiliated entities. EyeMed markets and services vision care programs for employer groups and healthcare service organizations, and contracts with a network of optometrists, ophthalmologists, and retail eyewear providers to provide services to its members. The Company is a wholly owned subsidiary of EyeMed, which in turn is a wholly owned subsidiary of Luxottica of America, Inc. Luxottica of America, Inc. is an indirect wholly owned subsidiary of EssilorLuxottica USA Inc. (“EL USA”).

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“US GAAP”). The Company’s year-end is December 31st.

Use of Estimates

The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America, requires management to make, where necessary, estimates and assumptions based on currently available information that affect certain of the amounts reflected in the financial statements. Significant judgments and estimates are required in the estimation of claims payable and incurred but not reported. Actual results could differ from those estimates.

Revenue Recognition

The Company’s revenue consists of premium and administrative revenue. Premium revenues are recorded based upon established per subscriber per month rates and the number of subscribers for the month and are recognized as services are provided for the month. Premium revenues are generally derived from fixed fee plans. Administrative revenues are earned for providing claims processing services, are generally based on an established rate per member per month, and are generally derived from fee for service plans. For fee for service plans, the plan sponsor is responsible for funding the cost of claims. Customarily by contract, the claims are paid by the Company with subsequent reimbursement from the plan sponsor.

The Company’s contracts with customers are typically for a four year period. Contracts generally consist of a single performance obligation to provide either managed vision care services or to provide claims processing services. Revenue is recognized over time as performance obligations are satisfied. The Company satisfies its performance obligations each month as services are rendered. Premium revenue is generally billed in the month of benefit coverage based on a fixed monthly premium multiplied by the number of enrolled subscribers in the month in which the subscriber is entitled to receive benefits. Administrative revenue is generally billed in the month of benefit coverage based on a fixed administrative fee rate multiplied by the number of members in the month in which the member is entitled to receive benefits. Payments from customers are due upon receipt with a 31 day grace period. As of December 31, 2022 and 2021, receivables from contracts with customers, net of allowances for retrospective membership billing adjustments and doubtful accounts, were \$128,114,139 and \$114,251,377, respectively.

First American Administrators, Inc.
(A wholly owned subsidiary of EyeMed Vision Care, LLC)
Notes to Financial Statements
December 31, 2022 and 2021

Comprehensive Income

The Company has no items of other comprehensive income in the periods presented. Net income represents comprehensive income.

Receivables

Receivables as of December 31, 2022 and 2021 are stated net of allowances for retrospective membership billing adjustments and doubtful accounts amounting to \$9,872,118 and \$5,270,479, respectively. The Company's allowance for doubtful accounts is based on a combination of factors, including evaluation of historical write-offs and aging of receivables.

The Company also holds a receivable in an amount equal to the fee for service claims incurred but not reported of \$25,246,182 and \$23,575,565 as of December 31, 2022 and, 2021, respectively. As described within the Revenue Recognition accounting policy, the claims are paid by the Company with subsequent reimbursement from the plan sponsor. These receivables are also included in the determination of the allowance for doubtful accounts.

Expenses

The expense associated with administering the fixed fee and fee for service managed vision care plans are included in allocation from affiliates on the accompanying statements of operations and accumulated earnings. The cost of professional services provided to subscribers is recorded in the period such services are incurred.

Claims Payable and Incurred but not Reported

Claims payable represents services provided in the current year for which the claim has been received but not yet paid. Claims incurred but not reported represents an accrual of the estimate of the cost of services provided in the current year for which a claim has not been received. Claims payable and incurred but not reported are recorded for both fixed fee and fee for service plans administered by the Company. Claims payable and incurred but not reported for fee for service has a corresponding receivable within receivables – net as these are contractually reimbursed from the plan sponsor.

Claims payable and incurred but not reported as of December 31, 2022 and 2021 consist of the following:

Claims Payable and Incurred but not Reported

	2022	2021
Claims payable	\$ 26,298,041	\$ 9,264,120
Claims incurred but not reported	\$ 25,281,528	\$ 23,606,181
	<u>\$ 51,579,569</u>	<u>\$ 32,870,301</u>

Management's estimate of claims incurred but not reported is based upon the Company's historical experience. This estimate is reviewed and adjusted based on current information. Actual claim payments may differ from this estimate with any resulting adjustments reflected in current operations.

First American Administrators, Inc.
(A wholly owned subsidiary of EyeMed Vision Care, LLC)
Notes to Financial Statements
December 31, 2022 and 2021

Premium Deficiency Reserve

As of December 31, 2022 and 2021, future premium revenues were projected to be more than anticipated claims costs plus settlement and maintenance costs over the remaining life of certain contracts. Anticipated intercompany investment income was not considered when determining if a premium deficiency reserve is necessary. Therefore no premium deficiency reserve is necessary.

Income Taxes

The Company is included in the consolidated federal income tax return of "EL USA". Additionally, the Company files certain separate company state income tax returns and other combined returns with affiliated companies. The Company's tax liability is computed as if the Company filed a separate federal income tax return, and then is recorded in accordance with the benefits-for-loss income tax allocation method. When the Company reports a taxable income or loss, it will currently recognize the respective tax provision or tax benefit for accounting purposes. Such tax provision or tax benefit is transferred to "EL USA" through the due to or due from affiliate accounts. Income taxes payable for December 31, 2022 was \$15,379,214 and income taxes payable for December 31, 2021 was \$11,363,043.

Income taxes are accounted for under the asset and liability method in accordance with US GAAP. Under the asset and liability method, deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to the differences between the financial statement carrying amount of existing assets and liabilities and their respective tax bases. This method also requires the recognition of future tax benefits, such as net operating loss carryforwards, to the extent that realization of such benefits is more likely than not. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities from a change in tax rates is recognized in income in the period that includes the enactment date.

The Company applies a dual-step approach (recognition and measurement) in accordance with US GAAP, in recognizing uncertain tax positions taken, or expected to be taken, on tax returns. Recognition requires that the tax position must meet a threshold of more likely than not based solely on its technical merits that it will be sustained upon examination of the taxing authority. After this test is met, the Company can recognize a tax benefit equal to the largest amount of benefit greater than 50% likely to be realized upon final settlement with the tax authority.

Recent Accounting Pronouncements

The Company has completed the process of evaluating the impact of recent accounting pronouncements and has determined that these pronouncements will not be applicable when effective.

3. Claims Payable and Incurred but not Reported

Claims payable and incurred but not reported represents the Company's liability for both fixed fee and fee for services claims.

First American Administrators, Inc.
(A wholly owned subsidiary of EyeMed Vision Care, LLC)
Notes to Financial Statements
December 31, 2022 and 2021

Activity in claims payable and incurred but not reported for the years ended December 31, 2022 and 2021, is as follows:

	2022	2021
Beginning balances	<u>\$ 32,870,301</u>	<u>\$ 28,100,514</u>
Claims incurred related to		
Prior years	(755,907)	157,089
Current year	<u>933,058,977</u>	<u>842,839,787</u>
Total incurred	932,303,070	842,996,876
Claims paid related to		
Prior years	32,114,394	28,257,603
Current year	<u>881,479,408</u>	<u>809,969,486</u>
Total paid	<u>913,593,802</u>	<u>838,227,089</u>
Ending balances	<u>\$ 51,579,569</u>	<u>\$ 32,870,301</u>

In 2022, claims payable and incurred but not reported reserves ultimately settled for \$755,907 less than amounts originally estimated as a result of favorable development of unpaid claims. In 2021, claims payable and incurred but not reported reserves ultimately settled for \$157,089 more than amounts originally estimated as a result of unfavorable development of unpaid claims. The changes are generally the result of ongoing analysis of recent development trends.

4. Transactions With Affiliates

The Company earns revenue from providing administrative services to affiliated entities. It is also allocated expenses from affiliated entities for services provided on its behalf. Management believes that these revenue and expense allocations were reasonable; however, these allocations may not necessarily be indicative of the revenues that would have been earned or the costs that would have been incurred by the Company as a separate stand-alone entity.

Revenue

The Company recognizes revenue for administration services rendered to EyeMed and other affiliated entities based upon the number of claims processed on their behalf. Administrative services revenue from affiliates amounted to \$22,528,408 and \$21,796,410 in 2022 and 2021, respectively. It is recorded in administrative services – net affiliates in the accompanying statements of operations. It flows through the due from affiliate line item in the accompanying balance sheets.

Expenses

The Company is allocated administrative costs from EyeMed and other affiliates for certain expenses incurred on its behalf. These charges include management and administrative services, finance and tax, management information systems, billing and collection of accounts, disbursement accounting, legal services, insurance and bonding, government relations, human resource, and other services as mutually agreed upon. These expenses are allocated to the Company based primarily on the number of claims processed by the Company as a percentage of total claims

First American Administrators, Inc.
(A wholly owned subsidiary of EyeMed Vision Care, LLC)
Notes to Financial Statements
December 31, 2022 and 2021

processed by EyeMed (including the Company). These charges amounted to \$66,982,280 and \$66,392,481 in 2022 and 2021, respectively.

The Company's due from and due to affiliate amounts and related net intercompany interest expense are in accordance with formal note payable agreements for which the related receivable and payable activity is reflected within the investing and financing activities, respectively, within the statements of cash flows. The terms of the note payable state that the notes are due upon demand with three days notice or on December 15, 2025. The Company earns interest income or is charged interest expense on the balances due from or due to affiliates using the short term 120% AFR quarterly rate for 2022 and 2021 on the balances outstanding. At December 31, 2022 and, 2021, the interest rate was 5.36% and 0.40%, respectively. The intercompany interest income in 2022 was \$2,979,632 and interest income in 2021 was \$157,074.

5. Income Taxes

The income tax provision (benefit) for 2022 and 2021, are as follows:

	2022	2021
Current	\$ 15,632,613	\$ 11,380,152
Deferred	(1,079,162)	156,964
Income tax provision	<u>\$ 14,553,451</u>	<u>\$ 11,537,116</u>

The tax effects of temporary differences that give rise to significant portions of the Company's deferred tax assets as of December 31, 2022 and, 2021, are as follows:

	2022	2021
Bad debt reserves	\$ 1,973,616	\$ 988,799
Other nondeductible reserves	306,514	212,169
Deferred tax asset	<u>\$ 2,280,130</u>	<u>\$ 1,200,968</u>

No valuation allowance was required as of December 31, 2022 and 2021.

A reconciliation of the amount of unrecognized tax benefits recorded within accrued liabilities as of December 31, 2022 and 2021 is as follows:

	2022	2021
Beginning balances	\$ 108,246	\$ 93,661
Gross increase — tax positions in current period	84,182	\$ 25,310
Gross increase — tax positions in prior period	163,433	-
Gross decrease — tax positions in prior period	(9,484)	(10,725)
Ending balances	<u>\$ 346,377</u>	<u>\$ 108,246</u>

First American Administrators, Inc.
(A wholly owned subsidiary of EyeMed Vision Care, LLC)
Notes to Financial Statements
December 31, 2022 and 2021

The balance of unrecognized tax benefits that, if recognized, would affect the effective tax rate, was \$299,840 and \$101,955 as of December 31, 2022 and 2021, respectively. The Company does not anticipate the unrecognized tax benefits to change significantly during 2023.

The Company recognized accrued interest related to unrecognized tax and penalties of \$12,358 and \$(88) in 2022 and 2021, respectively. As of December 31, 2022 and 2021, the Company has recognized a cumulative liability for interest of \$33,168 and \$20,810, respectively.

The Company is subject to U.S. federal taxation in addition to various state jurisdictions. The Company's 2019 through 2021 tax years are open. The statute of limitations for state filings varies by jurisdiction. The results of any state tax examinations are not expected to have a significant effect on the results of operations or financial position.

For 2022 and 2021, the effective tax rate approximated the statutory rate after consideration of state and local taxes, net of federal benefit and adjusted for permanent differences.

6. Commitments and Contingencies

The Company is subject to ongoing legal proceedings and claims that arise in the ordinary course of its business. While the ultimate outcome of these matters cannot be reasonably estimated at this time, these actions, when ultimately settled or adjudicated, will not, in the opinion of management, have a material adverse effect on the financial condition or results of operations of the Company.

7. Subsequent Events

Management evaluated subsequent events through March 15, 2023, the date the financial statements were available to be issued.

No other subsequent events requiring consideration as adjustments to, or disclosures in, the financial statements were identified.

First American Administrators, Inc.
(A wholly owned subsidiary of EyeMed Vision Care, LLC)
**Financial Statements as of and for the Years Ended
December 31, 2021 and 2020**

First American Administrators, Inc.
(A wholly owned subsidiary of EyeMed Vision Care, LLC)
Index
December 31, 2021 and 2020

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First American Administrators, Inc.
(A wholly owned subsidiary of EyeMed Vision Care, LLC)
Balance Sheets
December 31, 2021 and 2020

	2021	2020
Assets		
Cash	\$ -	\$ -
Receivables — net	137,826,941	129,155,560
Due from affiliates	151,536,952	94,930,185
Prepaid expenses and other assets	-	353
Deferred tax assets	1,200,968	1,357,932
Total assets	\$ 290,564,861	\$ 225,444,030
Liabilities and Shareholder's Equity		
Accounts payable	30,497,410	17,735,435
Due to affiliates	34,616,607	22,672,672
Claims payable and incurred but not reported	32,870,301	28,100,514
Accrued liabilities	908,311	831,413
Income taxes payable	11,363,043	11,941,514
Total liabilities	110,255,672	81,281,548
Shareholder's equity		
Common stock, without par value — 100,000 shares authorized; 1,000 shares issued and outstanding	1,000	1,000
Accumulated earnings	180,308,189	144,161,482
Total shareholder's equity	180,309,189	144,162,482
Total liabilities and shareholder's equity	\$ 290,564,861	\$ 225,444,030

The accompanying notes are an integral part of these financial statements.

First American Administrators, Inc.
(A wholly owned subsidiary of EyeMed Vision Care, LLC)
Statements of Operations and Accumulated Earnings
Years Ended December 31, 2021 and 2020

	2021	2020
Revenues		
Premiums	\$ 671,721	\$ 5,474,542
Administrative services - net		
Third parties	\$ 93,466,196	89,356,720
Affiliates	\$ 21,796,410	17,494,288
Total revenues	<u>\$ 115,934,327</u>	<u>112,325,550</u>
Expenses		
Professional services	<u>\$ 2,270,599</u>	<u>3,734,511</u>
Administration		
Allocation from affiliates	\$ 66,392,481	59,726,596
Other expenses	\$ (255,502)	2,398,999
Intercompany interest expense (income)	\$ (157,074)	(678,972)
Total administration	<u>\$ 65,979,905</u>	<u>61,446,623</u>
Total expenses	<u>\$ 68,250,504</u>	<u>65,181,134</u>
Income before income taxes	\$ 47,683,823	47,144,416
Income tax provision	<u>\$ 11,537,116</u>	<u>11,522,727</u>
Net income	\$ 36,146,707	35,621,689
Accumulated earnings		
Beginning of year	<u>\$ 144,161,482</u>	<u>\$ 108,539,793</u>
End of year	<u>\$ 180,308,189</u>	<u>\$ 144,161,482</u>

The accompanying notes are an integral part of these financial statements.

First American Administrators, Inc.
(A wholly owned Subsidiary of EyeMed Vision Care, LLC)
Statements of Cash Flows
Years Ended December 31, 2021 and 2020

	2021	2020
Cash flows from operating activities		
Net income	\$ 36,146,707	\$ 35,621,689
Adjustments to reconcile net income to net cash from operating activities		
Deferred tax assets	\$ 156,964	\$ (445,817)
Change in assets and liabilities		
Receivables - net	\$ (8,671,381)	\$ (17,980,687)
Prepaid expenses and other assets	\$ 353	\$ 41
Accounts payable	\$ 12,761,975	\$ 2,858,041
Accrued liabilities	\$ 76,898	\$ 112,460
Income tax receivable (payable)	\$ (578,471)	\$ 2,467,231
Unearned revenue	\$ -	\$ -
Claims payable and incurred but not reported	\$ 4,769,787	\$ (2,477,383)
Total adjustments	\$ 8,516,125	(15,466,114)
Net cash from operating activities	\$ 44,662,832	20,155,575
Cash flows from investing activities		
Due from affiliates	\$ (56,606,767)	\$ (29,631,925)
Cash flows from financing activities		
Due to affiliates	\$ 11,943,935	\$ 9,476,350
Net change in cash	\$ -	\$ -
Cash		
Beginning of year	\$ -	-
End of year	\$ -	\$ -
Supplemental disclosures		
Income taxes paid to affiliate	\$ 11,943,914	\$ 9,476,243

The accompanying notes are an integral part of these financial statements.

First American Administrators, Inc.
(A wholly owned subsidiary of EyeMed Vision Care, LLC)
Notes to Financial Statements
December 31, 2021 and 2020

1. Organization and Operations

First American Administrators, Inc. (the “Company”) operates as a licensed third-party administrator providing administrative and benefit claim payment services on behalf of EyeMed Vision Care, LLC (“EyeMed”) and other affiliated and non-affiliated entities. EyeMed markets and services vision care programs for employer groups and healthcare service organizations, and contracts with a network of optometrists, ophthalmologists, and retail eyewear providers to provide services to its members. The Company is a wholly owned subsidiary of EyeMed, which in turn is a wholly owned subsidiary of Luxottica of America, Inc. Luxottica of America, Inc. is an indirect wholly owned subsidiary of EssilorLuxottica USA Inc. (“EL USA”).

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“US GAAP”). The Company’s year-end is December 31st.

Use of Estimates

The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America, requires management to make, where necessary, estimates and assumptions based on currently available information that affect certain of the amounts reflected in the financial statements. Significant judgments and estimates are required in the estimation of claims payable and incurred but not reported. Actual results could differ from those estimates.

Revenue Recognition

The Company’s revenue consists of premium and administrative revenue. Premium revenues are recorded based upon established per subscriber per month rates and the number of subscribers for the month and are recognized as services are provided for the month. Premium revenues are generally derived from fixed fee plans. Administrative revenues are earned for providing claims processing services, are generally based on an established rate per member per month, and are generally derived from fee for service plans. For fee for service plans, the plan sponsor is responsible for funding the cost of claims. Customarily by contract, the claims are paid by the Company with subsequent reimbursement from the plan sponsor.

The Company’s contracts with customers are typically for a four year period. Contracts generally consist of a single performance obligation to provide either managed vision care services or to provide claims processing services. Revenue is recognized over time as performance obligations are satisfied. The Company satisfies its performance obligations each month as services are rendered. Premium revenue is generally billed in the month of benefit coverage based on a fixed monthly premium multiplied by the number of enrolled subscribers in the month in which the subscriber is entitled to receive benefits. Administrative revenue is generally billed in the month of benefit coverage based on a fixed administrative fee rate multiplied by the number of members in the month in which the member is entitled to receive benefits. Payments from customers are due upon receipt with a 31 day grace period. As of December 31, 2021 and 2020, receivables from contracts with customers, net of allowances for retrospective membership billing adjustments and doubtful accounts, were \$114,251,377 and \$107,273,031, respectively.

First American Administrators, Inc.
 (A wholly owned subsidiary of EyeMed Vision Care, LLC)
Notes to Financial Statements
December 31, 2021 and 2020

Comprehensive Income

The Company has no items of other comprehensive income in the periods presented. Net income represents comprehensive income.

Receivables

Receivables as of December 31, 2021 and 2020 are stated net of allowances for retrospective membership billing adjustments and doubtful accounts amounting to \$5,270,479 and \$4,317,643, respectively. The Company's allowance for doubtful accounts is based on a combination of factors, including evaluation of historical write-offs and aging of receivables.

The Company also holds a receivable in an amount equal to the fee for service claims incurred but not reported of \$23,575,565 and \$21,882,529 as of December 31, 2021 and, 2020, respectively. As described within the Revenue Recognition accounting policy, the claims are paid by the Company with subsequent reimbursement from the plan sponsor. These receivables are also included in the determination of the allowance for doubtful accounts.

Expenses

The expense associated with administering the fixed fee and fee for service managed vision care plans are included in allocation from affiliates on the accompanying statements of operations and accumulated earnings. The cost of professional services provided to subscribers is recorded in the period such services are incurred.

Claims Payable and Incurred but not Reported

Claims payable represents services provided in the current year for which the claim has been received but not yet paid. Claims incurred but not reported represents an accrual of the estimate of the cost of services provided in the current year for which a claim has not been received. Claims payable and incurred but not reported are recorded for both fixed fee and fee for service plans administered by the Company. Claims payable and incurred but not reported for fee for service has a corresponding receivable within receivables – net as these are contractually reimbursed from the plan sponsor.

Claims payable and incurred but not reported as of December 31, 2021 and 2020 consist of the following:

Claims Payable and Incurred but not Reported

	2021	2020
Claims payable	\$ 9,264,120	\$ 6,158,156
Claims incurred but not reported	\$ 23,606,181	21,942,358
	<u>\$ 32,870,301</u>	<u>\$ 28,100,514</u>

Management's estimate of claims incurred but not reported is based upon the Company's historical experience. This estimate is reviewed and adjusted based on current information. Actual claim payments may differ from this estimate with any resulting adjustments reflected in current operations.

First American Administrators, Inc.
(A wholly owned subsidiary of EyeMed Vision Care, LLC)
Notes to Financial Statements
December 31, 2021 and 2020

Premium Deficiency Reserve

As of December 31, 2021 and 2020, future premium revenues were projected to be more than anticipated claims costs plus settlement and maintenance costs over the remaining life of certain contracts. Anticipated intercompany investment income was not considered when determining if a premium deficiency reserve is necessary. Therefore no premium deficiency reserve is necessary.

Income Taxes

The Company is included in the consolidated federal income tax return of "EL USA". Additionally, the Company files certain separate company state income tax returns and other combined returns with affiliated companies. The Company's tax liability is computed as if the Company filed a separate federal income tax return, and then is recorded in accordance with the benefits-for-loss income tax allocation method. When the Company reports a taxable income or loss, it will currently recognize the respective tax provision or tax benefit for accounting purposes. Such tax provision or tax benefit is transferred to "EL USA" through the due to or due from affiliate accounts. Income taxes payable for December 31, 2021 was \$11,363,043 and income taxes payable for December 31, 2020 was \$11,941,514.

Income taxes are accounted for under the asset and liability method in accordance with US GAAP. Under the asset and liability method, deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to the differences between the financial statement carrying amount of existing assets and liabilities and their respective tax bases. This method also requires the recognition of future tax benefits, such as net operating loss carryforwards, to the extent that realization of such benefits is more likely than not. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities from a change in tax rates is recognized in income in the period that includes the enactment date.

The Company applies a dual-step approach (recognition and measurement) in accordance with US GAAP, in recognizing uncertain tax positions taken, or expected to be taken, on tax returns. Recognition requires that the tax position must meet a threshold of more likely than not based solely on its technical merits that it will be sustained upon examination of the taxing authority. After this test is met, the Company can recognize a tax benefit equal to the largest amount of benefit greater than 50% likely to be realized upon final settlement with the tax authority.

Recent Accounting Pronouncements

The Company has completed the process of evaluating the impact of recent accounting pronouncements and has determined that these pronouncements will not be applicable when effective.

3. Claims Payable and Incurred but not Reported

Claims payable and incurred but not reported represents the Company's liability for both fixed fee and fee for services claims.

First American Administrators, Inc.
(A wholly owned subsidiary of EyeMed Vision Care, LLC)
Notes to Financial Statements
December 31, 2021 and 2020

Activity in claims payable and incurred but not reported for the years ended December 31, 2021 and 2020, is as follows:

	2021	2020
Beginning balances	<u>\$ 28,100,514</u>	<u>\$ 30,577,897</u>
Claims incurred related to		
Prior years	157,089	1,259,419
Current year	<u>842,839,787</u>	<u>702,496,032</u>
Total incurred	842,996,876	703,755,451
Claims paid related to		
Prior years	28,257,603	31,837,316
Current year	<u>809,969,486</u>	<u>674,395,518</u>
Total paid	<u>838,227,089</u>	<u>706,232,834</u>
Ending balances	<u>\$ 32,870,301</u>	<u>\$ 28,100,514</u>

In 2021, claims payable and incurred but not reported reserves ultimately settled for \$157,089 more than amounts originally estimated as a result of unfavorable development of unpaid claims. In 2020, claims payable and incurred but not reported reserves ultimately settled for \$1,259,419 more than amounts originally estimated as a result of unfavorable development of unpaid claims. The changes are generally the result of ongoing analysis of recent development trends.

The COVID-19 pandemic which began in the United States in Q1 2020 led to a quarantine situation and government restrictions in which many vision care providers shut down operations for a time period in 2020 and then saw reduced customer traffic during certain time periods while open. As a result, overall claims volume as a percentage of managed vision care membership was lower in 2020 compared to 2021.

4. Transactions With Affiliates

The Company earns revenue from providing administrative services to affiliated entities. It is also allocated expenses from affiliated entities for services provided on its behalf. Management believes that these revenue and expense allocations were reasonable; however, these allocations may not necessarily be indicative of the revenues that would have been earned or the costs that would have been incurred by the Company as a separate stand-alone entity.

Revenue

The Company recognizes revenue for administration services rendered to EyeMed and other affiliated entities based upon the number of claims processed on their behalf. Administrative services revenue from affiliates amounted to \$21,796,410 and \$17,494,288 in 2021 and 2020, respectively. It is recorded in administrative services – net affiliates in the accompanying statements of operations. It flows through the due from affiliate line item in the accompanying balance sheets.

First American Administrators, Inc.
(A wholly owned subsidiary of EyeMed Vision Care, LLC)
Notes to Financial Statements
December 31, 2021 and 2020

Expenses

The Company is allocated administrative costs from EyeMed and other affiliates for certain expenses incurred on its behalf. These charges include management and administrative services, finance and tax, management information systems, billing and collection of accounts, disbursement accounting, legal services, insurance and bonding, government relations, human resource, and other services as mutually agreed upon. These expenses are allocated to the Company based primarily on the number of claims processed by the Company as a percentage of total claims processed by EyeMed (including the Company). These charges amounted to \$66,392,481 and \$59,726,596 in 2021 and 2020, respectively.

The Company's due from and due to affiliate amounts and related net intercompany interest expense are in accordance with formal note payable agreements for which the related receivable and payable activity is reflected within the investing and financing activities, respectively, within the statements of cash flows. The terms of the note payable state that the notes are due upon demand with three days notice or on December 15, 2025. The Company earns interest income or is charged interest expense on the balances due from or due to affiliates using the short term 120% AFR quarterly rate for 2021 and 2020 on the balances outstanding. At December 31, 2021 and, 2020, the interest rate was 0.40% and 0.18%, respectively. The intercompany interest income in 2021 was \$157,074 and interest income in 2020 was \$678,972, respectively.

5. Income Taxes

The income tax provision (benefit) for 2021 and 2020, are as follows:

	2021	2020
Current	\$ 11,380,152	\$ 11,968,544
Deferred	156,964	(445,817)
	<u>\$ 11,537,116</u>	<u>\$ 11,522,727</u>
Income tax provision		

The tax effects of temporary differences that give rise to significant portions of the Company's deferred tax assets as of December 31, 2021 and, 2020, are as follows:

	2021	2020
Bad debt reserves	\$ 988,799	\$ 1,167,492
Other nondeductible reserves	212,169	190,440
	<u>\$ 1,200,968</u>	<u>\$ 1,357,932</u>
Deferred tax asset		

No valuation allowance was required as of December 31, 2021 and 2020.

First American Administrators, Inc.
(A wholly owned subsidiary of EyeMed Vision Care, LLC)
Notes to Financial Statements
December 31, 2021 and 2020

A reconciliation of the amount of unrecognized tax benefits recorded within accrued liabilities as of December 31, 2021 and 2020 is as follows:

	2021	2020
Beginning balances	\$ 93,661	\$ 74,679
Gross increase — tax positions in current period	25,310	21,813
Gross decrease — tax positions in prior period	<u>(10,725)</u>	<u>(2,831)</u>
Ending balances	<u>\$ 108,246</u>	<u>\$ 93,661</u>

The balance of unrecognized tax benefits that, if recognized, would affect the effective tax rate, was \$101,955 and \$90,501 as of December 31, 2021 and 2020, respectively. The Company does not anticipate the unrecognized tax benefits to change significantly during 2022.

The Company recognized accrued interest related to unrecognized tax and penalties of \$(88) and \$5,390 in 2021 and 2020, respectively. As of December 31, 2021 and 2020, the Company has recognized a cumulative liability for interest of \$20,810 and \$20,898, respectively.

The Company is subject to U.S. federal taxation in addition to various state jurisdictions. The Company's 2018 through 2020 tax years are open. The statute of limitations for state filings varies by jurisdiction. The results of any state tax examinations are not expected to have a significant effect on the results of operations or financial position.

For 2021 and 2020, the effective tax rate approximated the statutory rate after consideration of state and local taxes, net of federal benefit and adjusted for permanent differences.

6. Commitments and Contingencies

The Company is subject to ongoing legal proceedings and claims that arise in the ordinary course of its business. While the ultimate outcome of these matters cannot be reasonably estimated at this time, these actions, when ultimately settled or adjudicated, will not, in the opinion of management, have a material adverse effect on the financial condition or results of operations of the Company.

7. Subsequent Events

Management evaluated subsequent events through March 16, 2022, the date the financial statements were available to be issued.

No other subsequent events requiring consideration as adjustments to, or disclosures in, the financial statements were identified.

GUARANTEE OF PERFORMANCE

For value received, First American Administrators, Inc., an Arizona corporation (the “**Guarantor**”), with an office located at 4000 Luxottica Place, Mason, Ohio 45040, absolutely and unconditionally guarantees to assume the duties and obligations of Luxottica of America Inc., located at 4000 Luxottica Place, Mason, Ohio 45040 (the “**Franchisor**”), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever occurs first. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor executes this guarantee at Milan, Italy on the 21st day of March, 2023.

Guarantor: First American Administrators, Inc.

By: _____



Name: Sara Francescutto

Title: Chief Financial Officer

EXHIBIT B
STATE ADDENDA TO DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1. The California Department of Financial Protection and Innovation requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 *et seq.*, the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 *et seq.*, CAL. BUS. & PROF. CODE Section 655 and 2556 and California's Confidentiality of Medical Information Act (Civil Code § 56.10 *et seq.*). To the extent that the Disclosure Document, Franchise Agreement, Multi-Unit Franchise Agreement, and/or Development Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

- A. The following is added at the end of Item 1:

You may only offer optometric services through a licensed optometrist or medical doctor consistent with California law. To that end, we do not require you to use an Optical Product Agreement. If you are an optical company, a registered dispensing optician, a registered spectacle lens dispensing optician or a registered contact lens dispensing optician, California law does not permit you to employ optometrists or ophthalmologists. Instead, California law permits you to lease space to an optometrist or ophthalmologist. Any such sublease to the optometrist [or ophthalmologist] must restrict that sublessee from engaging in the wholesale sale or distribution of spectacles, frames, lenses, contact lenses, other ophthalmic products or any substantially similar therapeutic ophthalmic products, which are defined as lenses or other products providing direct treatment of eye disease or visual rehabilitation of diseased eyes. Additionally, your sublease to any optometrist's [or ophthalmologist's] premises you sublease to such professional must provide that we can access the optometrist's [or ophthalmologists] to make inspections at reasonable times to the extent permitted by law.

- B. Item 3 of the Franchise Disclosure Document is supplemented by the following language:

Except as disclosed above, neither Pearle Vision nor any person in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15 U.S.C.A. Sections 78a *et seq.*, suspending or expelling such person from membership in such association or exchange.

- C. Item 11 is supplemented by the following language:

If your EyeCare Center is located in California, any advertising or marketing we supply you must comply with the law and any general restrictions on the advertisement of health care services. Additionally, Customer Information

We obtain and/or use through your computer system shall only be used to the extent permitted by California law.

D. Item 16 is supplemented by the following language:

If your EyeCare Center is located in California, you may not include a professional service with the purchase of an optical product for a single price, either for itself or through its subleasing optometrist [or ophthalmologist]. Further, if you are subleasing to an optometrist or ophthalmologist, such sublease must comply with California law and the requirements described in Item 1.

E. Item 17 of the Franchise Disclosure Document is supplemented by the following language:

- 1) California Law Regarding Termination and Nonrenewal. The California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination, transfer or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law (and the law applies), the law will control.
- 2) Post-Termination Noncompetition Covenants. The Franchise Agreement and related agreements contain a covenant not to compete which extends beyond the termination of the agreement. This provision might not be enforceable under California law.
- 3) Applicable Law. The Franchise Agreement and related agreements require application of the laws of Ohio. This provision might not be enforceable under California law.

F. Item 19 of the Franchise Disclosure Document is supplemented by the following language:

The financial performance representation figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your EyeCare Center. Franchisees or former Franchisees, listed in the Disclosure Document, may be one source of this information.

2. If your EyeCare Center is located in California, the California Business and Professions Code prohibits optometrists and ophthalmologists from having any membership, proprietary interest, coownership, or any profit-sharing arrangement, either by stock ownership, interlocking directors, trusteeship, mortgage, or trust deed, with any registered dispensing optician or any optical company. For this reason, we do not franchise EyeCare Centers to optometrists or ophthalmologists if the EyeCare Center is located in California. Instead, based on our understanding of

California law, we will require you or your business entity, whichever is appropriate, to become a registered dispensing optician that will sublease space to an optometrist or ophthalmologist.

3. This California Addendum is applicable only if you are a resident of California or if your business will be located in California.
4. **OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.**
5. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.
6. You must sign a general release if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).
7. Corporations Code 31512 provides that: “Any conditions, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of this law or any rule or order hereunder is void.” The franchise agreement requires a shortened statutes of limitations period. Pursuant to Corporations Code Section 31512, this provision is void, to the extent that it is inconsistent with the provisions of Corporations Code Sections 31303 and 31304.
8. Prospective Franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
9. Despite the disclosures above, Pearle Vision and you agree to interpret and enforce the provisions of the Franchise Agreement and related documents as written to the maximum extent the law allows.

HAWAII ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENTS. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise disclosure document, the following provision will supersede and apply to all franchises offered and sold in the State of Illinois:

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**Notice Required By Law**

1. THE TERMS AND CONDITIONS UNDER WHICH YOUR FRANCHISE CAN BE TERMINATED AND YOUR RIGHTS UPON NON-RENEWAL MAY BE AFFECTED BY ILLINOIS LAW, 815 ILCS 705/1-44.
2. The provisions of the Franchise Agreement and all other agreements concerning governing law, jurisdiction and choice of law will not constitute a waiver of any right conferred upon Franchisee by the Illinois Franchise Disclosure Act. The Illinois Franchise Disclosure Act will govern the Franchise Agreement with respect to Illinois Franchisees.
3. Section 41 of the Illinois Franchise Disclosure Act states that “any condition, stipulation, or provision purporting to bind any person acquiring any franchisee to waive compliance with any provision of the Act is void.” To the extent it is not inconsistent with Illinois law, the terms and conditions relating to renewal, term, repurchases and assignment of the Franchise Agreement are as described in Item 17 of the franchise disclosure document.
4. The Choice of Law described in Item 17(v) “Choice of Forum”, and Item 17(w) “Choice of Law” of the FDD as well as Paragraph 21.1 of the Franchise Agreement is subject to state law.
5. Notwithstanding anything to the contrary, set forth in Paragraph 21.1 of the Franchise Agreement, the law regarding all matters governed by the Illinois Franchise Disclosure Act will be the governing law of Illinois; but as to all matters not governed by the Illinois Franchise Disclosure Act, the Franchise Agreement and all provision of the Illinois Addendum to the Franchise Agreement will be and remain subject to the application, construction, enforcement, and interpretation under the governing law of Ohio. All litigation filed by Franchisee or Franchisor shall be commenced in Illinois.

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

This Addendum amends Item 17 of the Franchise disclosure document. The following provision will supersede and apply to all franchises offered and sold in the State of Maryland:

1. Pursuant to COMAR 02.02.02.16L, the general release required as a condition of renewal, sale, and/or assignment shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
2. Any provision of the Franchise Agreement which provides for termination upon bankruptcy of the Franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et sq.).
3. Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective Franchisee to assent to any release, estoppel or waiver of liability as a condition to purchasing a Franchise. Accordingly, any term or condition of the Franchise Agreement which is inconsistent with Maryland law, relating to such release, estoppel or waiver of liability is void and unenforceable.

MICHIGAN ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

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:

1. a prohibition on the Franchisee's right to join an association of Franchisees.
2. a requirement that the Franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives the Franchisee of the rights and protections provided in this act. This shall not preclude the Franchisee, after entering into a Franchise Agreement, from settling any claims.
3. a provision that permits the Franchisor to terminate a Franchise Agreement prior to the expiration of its term except for good cause. Good cause shall include the Franchisee's failure to comply with any lawful provisions 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.
4. a provision that permits the 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, and furnishing. Personalized materials which have no value to the Franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the Eye Care Center 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 License 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 the Franchisor's intent not to renew the Franchise.

5. a provision that permits the Franchisor to refuse to renew a Franchise on terms generally available to other franchises of the same class or type under similar circumstances. This section does not require a renewal provision.

6. 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.

7. a provision which permits a Franchisor to refuse to permit a transfer of ownership of a Franchise, except for good cause. This subdivision does not prevent a Franchisor from exercising a right of first refusal to purchase the Franchise. Good cause shall include, but is not limited to:

(a) the failure of the proposed transferee to meet the Franchisor's then current reasonable qualifications or standards.

(b) the fact that the proposed transferee is a competitor of the Franchisor or subfranchisor.

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

(d) the Franchisee's failure or the failure of the proposed transferee to pay any sums owing to the Franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

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

9. a provision which permits the Franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the Franchisee unless provision has been made for providing the required contractual services.

THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: MICHIGAN DEPARTMENT OF COMMERCE, CORPORATION AND SECURITIES BUREAU, 6546 MERCANTILE WAY, P.O. BOX 30222, LANSING, MICHIGAN 48910.

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

**DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE
CONSUMER PROTECTION DIVISION
ATTN: FRANCHISE
670 G. MENNEN WILLIAMS BUILDING
LANSING, MICHIGAN 48913**

MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1. No release language set forth in the franchise disclosure document shall relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Minnesota.
2. Minnesota law provided Franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 89C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that Franchisee be given 90 (ninety) days' notice of termination (with 60 (sixty) days to cure) and 180 days' notice for non-renewal of the Franchise Agreement and that consent to the transfer of the franchise will not be unreasonably withheld.
3. We will protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding use of the name.
4. In the event that subdivisions 3, 4, and/or 5 of Minnesota Statutes, Section 89C.14, is/are repealed or held to be invalid or unenforceable, the affected provision(s) shall be deemed not to be a part of this Addendum.
5. Minnesota Statute, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of 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 the Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's right to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

NORTH DAKOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise disclosure document, the following provisions shall supersede and apply to all franchises offered and sold in the State of North Dakota:

1. **Restrictive Covenants.** Notwithstanding anything to the contrary as set forth in paragraph 14 of the Franchise Agreement and the Covenant Not to Compete Agreement, the Franchisor cannot restrict competition in a way contrary to Section 9-08-06, N.D.C.C.
2. **Situs of Arbitration Proceedings.** Notwithstanding anything to the contrary set forth in Paragraph 20.1, the Franchisor cannot provide that the parties must agree to arbitration of a dispute at a location that is remote from the site of your business.
3. **Restriction on Forum.** Notwithstanding anything to the contrary set forth in Paragraph 21.1 of the Franchise Agreement, the law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of North Dakota; but as to contractual and all other matters, this Agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement and interpretation under the governing law of Ohio.
4. **Liquidated Damages and Termination Penalties.** Franchisor cannot provide that you must consent to liquidated damages or termination penalties.
5. **Applicable Laws.** A provision in the Franchise Agreement that specifies that it is to be governed by the laws of a state other than North Dakota may not be enforceable.
6. **Waiver of Trial By Jury.** Notwithstanding anything to the contrary set forth in Paragraph 21.10, the Franchisor cannot require you to waive your right to trial by jury.
6. **Waiver of Exemplary and Punitive Damages.** Notwithstanding anything to the contrary set forth in Paragraph 21.10, the Franchisor cannot require you to waive exemplary and punitive damages.
7. **General Release.** Notwithstanding anything to the contrary set forth in Paragraph 17.2.C, the Franchisor cannot require you to sign a general release upon renewal of the Franchise Agreement.
8. **Limitation of Claims.** The Franchisor cannot require you to limit your claims. The statute of limitations under North Dakota law applies.
9. **Enforcement of Agreement:** The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.
10. **No release language set forth in the Franchise Agreement shall relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of North Dakota.**

OHIO ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises sold to Ohio residents:

1. Pursuant to Ohio's Business Opportunity Plan Law, Revised Code Sections 1334.01 et seq., if you are a resident of Ohio and are purchasing a new start or renewal franchise, this Addendum shall serve as notice that you have the right to cancel this transaction, without penalty or obligation, by providing Luxottica of America Inc. written notice of cancellation at any time prior to midnight of the fifth business day after you sign the Franchise Agreement.
2. Exhibit ZZ (Receipt) of the franchise disclosure document shall be modified by the following statement:

If you purchase a Pearle Vision franchise, and you are a resident of Ohio, you will have 5 business days after signing the Franchise Agreement to cancel the Franchise Agreement, without penalty or obligation, by providing Luxottica of America Inc. with written notice of cancellation.

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT AND FRANCHISE DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the franchise disclosure document, the following provision shall supersede and apply to all franchises offered and sold in the State of Rhode Island:

1. Any section of the Franchise disclosure document or provision of the Franchise Agreement shall be amended to comply with Section 19-28.1-14 of the Rhode Island Franchised Investment Act, that provides any provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchised Investment Act.

VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise disclosure document for Luxottica of America Inc. for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure:

1. The following statements are added to Item 17.h.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchiser to cancel a Franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a Franchisee to surrender any right given to him under the Franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a Franchisee to surrender any rights given to him under the Franchise, that provision may not be enforceable.

WASHINGTON ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all Franchise Agreements and Development Agreements offered and sold in the State of Washington:

1. The State of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including in the areas of termination and renewal of your franchise.
2. 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.
3. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
4. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.
5. Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

EXHIBIT C-1

FRANCHISE AGREEMENT AND ADDENDA

FRANCHISE AGREEMENT
BY AND BETWEEN
LUXOTTICA OF AMERICA INC.
AND

FOR
PEARLE VISION EYECARE CENTERS

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**LUXOTTICA OF AMERICA INC.
FRANCHISE AGREEMENT**

THIS FRANCHISE AGREEMENT (this “*Agreement*”) is made and entered into by and between Luxottica of America Inc., an Ohio corporation and franchisor of Pearle Vision® (“*Pearle Vision*”), having an office at 4000 Luxottica Place, Mason, Ohio 45040, and Franchisee (as more fully defined herein), whose address is set forth in Section 1.6 of this Agreement.

RECITALS:

A. Pearle Vision has developed and operates a system (the “*Pearle Vision System*”) for operating retail optical shops as set forth in an electronic performance support system, and such other manuals or policies that Pearle Vision may develop from time to time upon notice to you (the “*Operations Portal*”), and which includes the following: (1) advertising, merchandising and marketing techniques, operating procedures, training materials, product and service quality standards, business and accounting methods and other services; (2) marketing programs, customer retention programs, customer loyalty programs, customer service programs, other programs, guarantees, warranties, or replacement discount plans on a national, regional, or local basis; (3) utilization of certain equipment to trace and surface Lenses, as well as provision of other optical services; and (4) maintenance of product and service quality standards (“*Pearle Standards*”) critical to becoming an in-network provider in certain managed vision care plans. The Pearle Vision System is identified by trade names, service marks, trademarks, logos, emblems, and indicia of origin (the “*Marks*”), including “PEARLE®” and “PEARLE VISION®.” Except as permitted by law, the Pearle Vision System does not specify or control any standards or procedures for the practice of optometry or ophthalmology.

B. Franchisee desires to acquire the right to adopt and use the Pearle Vision System in the operation of brick and mortar retail optical stores (each a “*EyeCare Center*”).

C. Franchisee has received a copy of Pearle Vision’s franchise disclosure document (“*FDD*”) and has had an opportunity to review it for at least fourteen (14) days before signing this Agreement, and an opportunity to consult with financial and legal counsel of Franchisee’s own choosing. Franchisee is entering into this Agreement after making an independent investigation of Pearle Vision’s business and not upon any representation or promises by Pearle Vision that are not contained in this Agreement or in the FDD.

AGREEMENT:

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Basic Terms.

1.1 Business Entity. Franchisee is a “*Business Entity*” as shown below:

- | | | |
|-------------------------------------|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> LLC | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other (please specify): |

If Franchisee is not an individual, Franchisee’s state of formation is _____.

1.2 Designated Operator: _____

1.3 Designated Developer: _____

1.4 Effective Date: _____

1.5 Equity Owners:

Equity Owner’s Name / Home Address for Owner	Equity Owner’s Ownership Percentage (%)

1.6 Franchisee. The “*Franchisee*” for the franchise granted hereunder is defined as the following: _____. Franchisee’s address is: _____.

1.7 Notice Address. The “*Notice Address*” for notices delivered to Franchisee (as contemplated by Section 21.4) shall be defined as the address of the Location.

1.8 Renewal Fee. The Renewal Fee for each EyeCare Center shall be defined as Five Thousand Dollars (\$5,000).

1.9 Royalty. The “*Royalty*” (as contemplated by Section 8.2) for each EyeCare Center shall be defined as seven percent (7%) of Gross Revenues, unless Franchisee is an Independent Conversion or the EyeCare Center is opened pursuant to a Development Agreement. If the Franchisee is an Independent Conversion, the Royalty shall be the Independent Conversion Royalty as defined in Schedule 1.16. In the event that the EyeCare Center is opened pursuant to a Development Agreement, Franchisee shall pay the royalty fee stated in the Development Agreement.

1.10 Definitions. Definitions for additional frequently-used terms are attached hereto in Schedule 1.16 and may be cited herein as a Section of this Agreement beginning with Section 1.16.1.

2. GRANT OF FRANCHISE AND DEVELOPMENT RIGHTS.

2.1 Grant of Franchise. Pearle Vision grants to Franchisee for the stated term the non-transferable, non-exclusive right, license, and privilege to use the Pearle Vision System solely in connection with the operation of the EyeCare Center at the Location specified in the Location Addendum. Franchisee agrees to use only the Marks designated by Pearle Vision and to use them only in the manner prescribed by Pearle Vision. Franchisee agrees to use the Location exclusively for the purpose of operating a EyeCare Center in accordance with the Pearle Vision System. Franchisee is expressly prohibited, without the express written consent of Pearle Vision, from engaging in the wholesale sale and/or distribution of any Pearle Vision service, optical product, or other product, equipment, or component that comprises (or may in the future comprise) a part of the Pearle Vision System, or any product or service related thereto. For clarification and not limitation, under this prohibition, Franchisee shall not use other retail or wholesale channels of distribution, such as the Internet (including, but not limited to e-commerce and online marketing), catalog sales, and telemarketing or other direct marketing to make offers for sale or sales (whether individual units or by lots or bins) at online or physical locations outside the EyeCare Center.

2.2 Grant of Development Right. If Pearle Vision has not approved a Location for the EyeCare Center on the Effective Date of this Agreement, Pearle Vision grants to Franchisee, for a period of one hundred and eighty (180) days from the Effective Date, the right to develop a Pearle Vision EyeCare Center within the Trade Area.

Promptly following the Effective Date of this Agreement, Franchisee will identify a site within the Trade Area as the proposed Location, and will submit to Pearle Vision the materials required by Pearle Vision for evaluation and approval of the proposed Location. Franchisee may not sign a lease or purchase agreement for any facility until Pearle Vision has approved the proposed Location in writing. Once Pearle Vision has approved the Location in writing, Franchisee must develop the EyeCare Center at the Location in accordance with Section 4.1.

Pearle Vision will not grant a franchise to anyone other than Franchisee for the operation of a Pearle Vision EyeCare Center at any location within the Trade Area until the earlier of (a) the date on which Pearle Vision and Franchisee sign a Location Addendum to this Agreement identifying the Location, or (b) one hundred and eighty (180) days after the Effective Date.

3. NO EXCLUSIVE TERRITORY.

3.1 Franchisee’s Right of First Refusal. If Pearle Vision elects to establish a Pearle Vision EyeCare Center at any site within a one mile radius of any Location (the “*Proposed Site*”) and if no other Franchisee-owned Pearle Vision EyeCare Center is closer to the Proposed Site, Pearle Vision will first offer the Franchisee, by written notice, the opportunity to develop the Pearle Vision EyeCare Center at the Proposed Site. If there are other Franchisee-owned Pearle Vision EyeCare Centers closer to the Proposed Site, Franchisee will be given an opportunity to develop a Pearle Vision EyeCare Center at the Proposed Site only if the other Franchisee(s) decline the right of first refusal or are otherwise ineligible in accordance with the terms of this Section 3.1. Franchisee will have thirty (30) days after receipt of Pearle Vision’s notice to exercise its right of first refusal by executing Pearle Vision’s then-current form of franchise agreement for the Franchisee-owned Pearle Vision EyeCare Center to be operated at the Proposed Site and paying the then-current Franchise Fee and any other applicable fees in connection with the granting of the Franchise for the Proposed Site. However, this right of first refusal will not apply if:

A. Pearle Vision has given Franchisee notice that Franchisee is in default of this Agreement, as defined in Section 18;

B. Franchisee has been served with more than one notice of default of this Agreement within the twelve (12) month period before the date of Pearle Vision’s notice; or

C. Before Pearle Vision and Franchisee have signed a Location Addendum Agreement identifying the address of the Location, if Pearle Vision has not approved a Location for a EyeCare Center on the Effective Date of this Agreement.

If for any reason Franchisee fails to pay the applicable initial Franchise Fee and execute this Agreement within thirty (30) days after the date of Pearle Vision’s notice, Franchisee’s right of first refusal with respect to the Proposed Site will be forfeited and Franchisee will have no claims to the Proposed Site.

3.2 Restricted Conversion Area. For purposes of this Section 3.2, the “Restricted Conversion Area” is the area within a one-mile radius of Franchisee’s Location (unless the parties agree to a Restricted Conversion Area smaller than a one (1) mile radius, in which case the parties will do so by an addendum to this Agreement). Pearle Vision will not grant to any existing non-Pearle optical location within the Restricted Conversion Area a Franchise for the purpose of converting that location to a Pearle Vision EyeCare Center, unless Franchisee has committed one of the material events of default listed in Sections 18.1 and Section 18.2.

3.3 No Other Rights. The grant of the rights to develop a Pearle Vision EyeCare Center within the Trade Area and to open and operate the EyeCare Center at the Location as provided in Section 2 neither

expressly nor impliedly confers upon Franchisee any territorial or exclusive marketing rights, protections, or exclusivity whatsoever within or without any “territory,” “market,” or other geographic zone of any nature. Except as otherwise provided in Section 3.1 and Section 3.2 of this Agreement, Pearle Vision and its affiliates retain all other rights, including the following:

A. To establish and operate a EyeCare Center using the Marks, under a joint-venture, license, or franchise agreement in any area, and that EyeCare Center may solicit, service, and sell optical products and professional services identical and/or competitive to those that Franchisee will be offering and selling under this Agreement;

B. To establish and operate a business that uses other trademarks proprietary to Pearle Vision or its affiliates, under a joint-venture, license, or franchise agreement in any area, and that business may solicit, service, and sell optical products and professional services identical and/or competitive to those that Franchisee will be offering and selling under this Agreement; and

C. To establish and operate a mail order, catalog, telemarketing, retail, wholesale, distribution, direct marketing, e-commerce, or Internet based site, or similar business, which permits customers, wherever they are located, to offer to purchase or purchase optical products (whether individual units or by lots of bins) and professional services at online or physical locations without being present at a Pearle Vision EyeCare Center.

4. DEVELOPMENT AND OPENING OF EACH EYECARE CENTER.

4.1 Development of Locations. Franchisee shall complete, sign, and send to Pearle Vision the Location Addendum attached hereto (the “Location Addendum”). Upon Pearle Vision’s signature on the Location Addendum, such form shall evidence that such unit is authorized to operate as a EyeCare Center hereunder as of the Effective Date designated in the Location Addendum, and upon such execution, such Location Addendum shall hereby be incorporated by reference into this Agreement. Franchisee is not authorized to operate any EyeCare Center until a Location Addendum for such Location has been executed by Pearle Vision. Franchisee may not use any of the Marks in any particular Location until Franchisee has submitted proof of insurance in accordance with Section 11.2 of this Agreement.

A. **Notification the EyeCare Center is Under Construction.** Franchisee must notify Pearle Vision when Franchisee is ready to begin construction at the Location, and must notify Pearle Vision within seven (7) days after the site is Under Construction. Franchisee will give also notice to Pearle Vision of the intended commencement of operations at each such Location at least two weeks in advance of the anticipated Open Date.

B. **Designated Developer.** If Franchisee is not an individual, Franchisee must designate a Designated Developer who, at all times, has not less than a twenty-five percent (25%) equity interest (including a division of profits) in Franchisee and each Location and who has been approved by Pearle Vision and not later disapproved.

C. **Development Requirements.** Unless otherwise agreed in writing by Pearle Vision, within ninety (90) days after the date of execution of this Agreement by Pearle Vision, Franchisee agrees: (i) To obtain Pearle Vision’s review of all plans and specifications for development of the Location before the commencement of any construction or build out of the Location; (ii) To obtain any financing necessary to purchase and develop the Location; and (iii) To secure a lease or a binding purchase agreement for the Location that is acceptable to Pearle Vision and which includes a contingency which provides that the lease or purchase agreement is subject to Pearle Vision’s approval, which approval, if not obtained, allows the

lease or purchase agreement to terminate without penalty or obligation upon the Franchisee. The term of the lease must be consistent with term of this Agreement.

D. Effect of Non-Compliance with Development Requirements. Franchisee acknowledges that time is of the essence. If Franchisee fails to submit the materials required under this Agreement or to reach a level of reasonable expectation to be Under Construction by the deadline set forth in this Section 4.1, Pearle Vision may, at its option, immediately terminate this Agreement. In that event, Pearle Vision will refund, without interest, an amount equal to the Franchise Fee (less Five Thousand Dollars as payment for Pearle Vision's administrative and out-of-pocket expenses related to this Agreement). Franchisee agrees to execute Pearle Vision's general release of any claims against Pearle Vision and its affiliates, and their respective officers, directors, agents, employees, representatives, successors, and assigns relating to this Agreement.

E. Franchisee Insurance. At least two (2) weeks before the Open Date and taking possession of the EyeCare Center premises, and as a condition precedent to opening each Location for business, Franchisee shall obtain insurance as described in Section 11.1.

4.2 Site and Equipment Requirements.

A. Site Development Services. Franchisee agrees to enter into and comply with all obligations set forth in Pearle Vision's then-current form of Site Development Services Addendum (the "SDSA") and pay to Pearle Vision all fees required thereunder.

B. Lease Requirements. If Franchisee proposes to lease the property on which an EyeCare Center will be located, the lessee on the lease shall be the Franchisee, and no other person. The lease or sublease shall not contain any covenants or other obligations that would prevent Franchisee from performing its obligations under this Agreement. Unless waived in writing by Pearle Vision, any lease, sublease, letter of intent or lease memorandum for the EyeCare Center Location shall contain provisions that satisfy the requirements set forth in the Rider to Lease Agreement attached as an addendum to this Agreement during the entire term of the lease, including any renewal terms.

C. Construction of the Location and Conformance to Plans. Franchisee is responsible for opening the Location by the Open Date in compliance with plans and specifications approved by Pearle Vision. Franchisee is responsible, at Franchisee's expense, for obtaining all zoning classifications, permits, clearances, certificates of occupancy and center clearances. Pearle Vision expressly disclaims any warranty of the quality or merchantability of any goods or services provided by architects, contractors or any persons or entities to which it may refer Franchisee, including, without limitation, any construction work. Pearle Vision is not responsible for delays or defects in the construction of any Location or for any loss resulting from any Location construction. Franchisee must ensure, prior to opening the Location, that the Location is accessible to and useable by persons with disabilities and meets the Standards for Accessibility Design for any new construction in the ADA Accessibility Guidelines, or any more stringent accessibility standards under federal, state or local law.

D. Furnishings and Equipment. Franchisee agrees to use only the fixtures, equipment, signs and promotional materials that have been previously approved by Pearle Vision to construct the Location. Franchisee agrees to establish and maintain the Location, fixtures, equipment, signs, and parking area (if applicable) in good, clean condition and repair. Franchisee agrees to add, replace, or remove any fixtures, equipment, and signs designated by Pearle Vision. Franchisee agrees to add, replace, or remove any fixtures, equipment, and signs designated by Pearle Vision that may also be made in Pearle Vision® EyeCare Centers operated by Pearle Vision

E. **Written Authorization Prior to Opening.** Franchisee shall give written notice to Pearle Vision of the intended commencement of operations at the Location at least two (2) weeks in advance of the Open Date. Pearle Vision will conduct an inspection of the Location prior to the Open Date to determine whether such EyeCare Center is constructed in compliance with this Agreement and Pearle Vision's then-current standards and specifications. Pearle Vision will provide a punch list identifying any items that must be corrected prior to opening. Franchisee shall not open any Location for business without having first obtained Pearle Vision's written authorization and an acknowledgment that all requirements set forth in Section 4 of this Agreement and the SDSA, as applicable, have been satisfied, including, without limitation, a correction of all items set forth on any punch list provided by Pearle Vision. Franchisee shall have no right to use the Marks in connection with the operation of any EyeCare Center without having first obtained Pearle Vision's written authorization to open any EyeCare Center.

4.3 No Warranty/Acknowledgments.

A. The decision by Pearle Vision to approve a proposed site for each Location of the EyeCare Center is based on Pearle Vision's judgment that the proposed site appears to comply with Pearle Vision's site selection criteria. Approval of the proposed site by Pearle Vision is not an express or implied warranty by Pearle Vision regarding the viability, satisfactory nature, or profitability of a Pearle Vision EyeCare Center at the proposed site.

B. Franchisee acknowledges that Pearle Vision is not a professional architectural firm, surveyor, engineer, or general contractor. Franchisee understands that while Pearle Vision will provide the Design and Construction Services, as applicable under this Agreement, it is Franchisee's responsibility to hire licensed or otherwise certified construction professionals to perform all construction work. Franchisee is solely responsible for satisfying any Location development and construction requirements imposed by this Agreement or any other governmental regulation, rule, law or policy. Pearle Vision makes no guarantees, expressed or implied, as to the accuracy or sufficiency of such services.

4.4 Relocation. Franchisee may not relocate any EyeCare Center without Pearle Vision's prior written consent.

A. **Damage to Location.** If a Location is damaged to the extent that it cannot be repaired within one hundred and twenty (120) days after the damage occurs or if, as a result of the damage, the underlying lease is terminated, the Operating Rights (as defined in Section 17.1) for such Location will terminate. However, Pearle Vision and Franchisee may agree to allow Franchisee to relocate such EyeCare Center for the remaining term of this Agreement in accordance with Section 4.4.B and continue any Operating Rights granted in connection with such Location.

B. **Relocation of EyeCare Center.** Franchisee may request Pearle Vision's approval to relocate a EyeCare Center to a new site that is within a three (3) mile radius of the Location for such EyeCare Center and that is acceptable to Pearle Vision in its sole discretion, or Pearle Vision may require Franchisee to relocate a EyeCare Center to a new site if any of the following events occur: (i) Franchisee's lease or sublease for the Location expires or terminates through no fault of Franchisee; (ii) the Location is destroyed or condemned or becomes otherwise unable to reasonably satisfy Pearle Vision's then-current standards through no fault of Franchisee; or (iii) there is a change in the character of the environment surrounding the Location that, in Pearle Vision's sole judgment, is sufficient to warrant relocation of such Location.

Franchisee must request approval in writing to relocate any EyeCare Center not less than ninety (90) days before the date Franchisee proposes to cease operation at the Location. The relocation request will be reviewed in accordance with Pearle Vision's then-current site approval or renewal criteria. If the

relocation request is approved, then Franchisee will (at Franchisee's sole cost and expense) relocate the EyeCare Center to the approved new site at the earliest opportunity following the expiration or termination of Franchisee's current lease or sublease. Franchisee shall enter into the SDSA immediately upon receiving Pearle Vision's approval of Franchisee's relocation request. Franchisee shall strictly comply with its obligations under the SDSA, including, without limitation, completion of all remodel work and payment of all fees required thereunder.

5. OPERATIONS.

5.1 Strict Compliance with the Pearle Vision System. Franchisee agrees to operate each EyeCare Center in a manner that strictly adheres to the Pearle Vision System, Service Standards, and Pearle Vision's standards and policies as prescribed in the Operations Portal, which is incorporated herein by reference. Pearle Vision may, from time to time, revise, supplement, or delete the contents of the Operations Portal by bulletin, notice, electronic materials, or otherwise. Franchisee agrees to comply with each new or changed provision or standard in the Operations Portal. Franchisee understands and agrees that Pearle Vision may implement changes to the Pearle Vision System by changes to the contents of the Operations Portal. Franchisee must ensure that it can access the Operations Portal. In the event of any dispute concerning Franchisee's compliance with the Operations Portal, the terms of Pearle Vision's then-current copy of the Operations Portal maintained by Pearle Vision at its principal office(s) or through its intranet shall be controlling.

5.2 Changes to the Pearle Vision System and Pearle Vision Services. Pearle Vision may make changes to the designated Marks and to other aspects of the Pearle Vision System, including adding new components to the Pearle Vision System or deleting existing components from the Pearle Vision System. Franchisee agrees, at Pearle Vision's request, to modify Franchisee's operation to comply with any such changes and to be responsible for all related costs.

5.3 Operating Standards. Franchisee will operate the EyeCare Center in accordance with the Pearle Vision System and Service Standards as described in the Operations Portal.

A. **Pearle Vision Programs.** Franchisee will extend and honor the eyeglass guarantee described in the Operations Portal and such other guarantees, breakage protection plans, quality audits, customer retention, customer service evaluation and marketing programs (including internet, mail order, direct mail, catalog, telemarketing, wholesale, distribution, or direct marketing) that Pearle Vision designates. To the extent that any such program includes a maximum retail price, Franchisee shall not charge more than the stated retail price. Franchisee shall be responsible for the cost of Franchisee's participation in those programs.

B. **EyeMed or Managed Vision Care Agreements.** Because Franchisee and all other operators of Pearle Vision EyeCare Centers benefit by having all Pearle Vision EyeCare Centers participate in managed vision care plans, Franchisee will apply to become a provider in EyeMed Vision Care ("*EyeMed*"), upon signing this Agreement, unless prohibited by law. Franchisee also agrees to honor any customer who may participate in any program developed for EyeMed by Pearle Vision or its affiliates.

C. **Approved Suppliers.** Franchisee must utilize vendors and suppliers that have been approved by Pearle Vision ("*Approved Suppliers*"). Pearle Vision reserves the right to be the sole Approved Supplier of any item Pearle Vision requires, or is otherwise required, for Franchisee to operate the Location or adhere to the Pearle Vision System or Service Standards. Pearle Vision has the right to revoke approval of any supplier or vendor if the supplier or vendor fails to maintain or observe Pearle Vision's standards, specifications or requirements, as well as to comply with any relevant federal, state or local laws. Revocation of approval shall be provided in writing.

D. **Equipment.** Franchisee must order the Full Service Equipment by the Full Service Equipment Ordering Deadline and install the Full Service Equipment by the Full Service Equipment Installation Deadline. Franchisee shall order, install and maintain the Full Service Equipment as required by Pearle Vision and outlined in the Operations Portal. Franchisee shall obtain from Approved Suppliers, install and maintain such other equipment as required to operate the Location in accordance with the Pearle Vision System and System Standards.

E. **Lab Services.** Franchisee shall obtain services including, but not limited to, finishing Lenses, adding anti-reflective coatings, producing Lenses with high cylindrical values, and surfacing (“**Lab Services**”) from Approved Suppliers and adhere to any quality and Service Standards as required by Pearle Vision and outlined in the Operations Portal, or as required by any managed vision care plans. Franchisee hereby agrees to “**Lab Service Management**” by Pearle Vision as further described in the Operations Portal. Lab Service Management may include, but not be limited to, requiring use of specific laboratories to provide Lab Services.

5.4 Optometric Professionals. Unless prohibited by law, Franchisee agrees to provide optometric or ophthalmologic services from the EyeCare Center. If Franchisee is not permitted by law to provide optometric or ophthalmologic services directly, then Franchisee will enter into an agreement to lease or sublease space in or adjoining the EyeCare Center to a duly licensed optometrist or ophthalmologist (an “**Optometric Professional**”). Pearle Vision reserves the right to require Franchisee to incorporate terms and conditions into the lease or sublease, which may include applying to become a provider for certain managed vision care plans, to the extent permitted by law.

Franchisee agrees that no optical products may be dispensed from any such optometric or ophthalmologic office operated in proximity to any EyeCare Center unless Pearle Vision agrees otherwise in writing, or Franchisee enters into an agreement concerning the sale of optical products with the Optometric Professional (the “**Optical Product Agreement**”) as further described in the Operations Portal.

5.5 Compliance with Law; Required Licenses. Franchisee will comply with all laws, regulations and ordinances concerning the development, operation, management and maintenance of the EyeCare Center, including but not limited to the following:

A. Secure and maintain in good standing all licenses, permits, and other required forms of governmental approval required of Franchisee in connection with the EyeCare Center and immediately notify Pearle Vision of any compliance or licensing problems which arise under any laws and regulations;

B. Comply with the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., as amended from time to time (statute and regulations hereafter collectively referred to as “HIPAA”) pursuant to the terms and conditions outlined in the attached Schedule 5.5 “HIPAA Business Associate Terms and Conditions”;

C. Comply with all applicable wage, hour, and other laws and regulations including Title VII of the Civil Rights Act of 1964, as amended (“**Title VII**”), the Age Discrimination in Employment Act (“**ADEA**”), and the Americans with Disabilities Act (the “**ADA**”), including its provisions requiring that the EyeCare Center be accessible to the disabled;

D. Comply with all federal, state and local health care laws;

E. Comply with all building codes, fire and safety codes, environmental laws, Occupational Safety and Health Administration laws, health laws, and sanitation laws;

F. Prepare and file all necessary tax returns and pay all taxes imposed upon Franchisee related to the EyeCare Center, such as sales, transfer (including real property transfer or gains) and/or use taxes, unemployment contributions, and any other charges (whether by taxing authorities, vendors, or others) levied or assessed against Pearle Vision or Franchisee in connection with Franchisee's purchase and operation of the EyeCare Center, including all taxes payable on the Initial Franchise Fee, Royalty, and other payments made to Pearle Vision or to any of its affiliates (excluding income taxes payable by Pearle Vision); and

G. Franchisee will at all times remain current in its knowledge and understanding of all laws as they relate to the operation of the EyeCare Center.

5.6 Trade Accounts. Franchisee will maintain Franchisee's trade accounts in a current status and will seek to promptly resolve any disputes with trade suppliers. If Franchisee fails to maintain Franchisee's trade accounts in this fashion, Pearle Vision may, but is not required to, pay any or all such accounts on behalf of Franchisee, in which event Franchisee agrees to immediately repay Pearle Vision in the manner provided by this Agreement.

5.7 POS Systems, Computers, and Software.

A. **POS System.** Franchisee must order the POS System and any required hardware to operate the POS System within thirty (30) days after Franchisee's receipt of written notice from Pearle Vision ("**POS Ordering Deadline**") and install the POS System and all required hardware by the POS Installation Deadline. The POS System must comply with Pearle Vision's specifications, including network and operating system components, software (which may include, among other things, customer relationship management software and business analytic tools), and the purchase and installation of the number of work stations determined by Pearle Vision to adequately fulfill the computer system needs at each Location. Franchisee must, at Franchisee's expense, upgrade or replace the hardware and software of each POS System as Pearle Vision requires. Pearle Vision reserves the right to charge the Franchisee a Service Fee to provide enhancements, call center support and other services for the POS System.

B. **POS System Requirements.** Each POS System must, through a data feed, to the extent permissible by law, do the following: (i) enable Franchisee to download to Pearle Vision, electronically or otherwise, such data and information as Pearle Vision prescribes and in the format Pearle Vision requires, (ii) grant Pearle Vision the right to electronically retrieve all sales and other data as Pearle Vision deems necessary or desirable in the format Pearle Vision requires, and (iii) upgrade, replace or modify the hardware or software of the POS System as Pearle Vision deems necessary or desirable; and (iv) enable Pearle Vision to upload manufacturer's suggested retail prices ("**MSRP**") for any products purchased from Pearle Vision and allow Franchisee to subsequently modify those MSRPs. All sales of the EyeCare Center that comprise the Gross Revenues as hereinafter defined must be processed in numerical sequence, through the POS System situated in the Franchisee's Location. Each POS System must have legible non-resettable totals and be able to produce printed legible detail and summary listings in sequential order.

C. **Customer Information.** Franchisee hereby grants to Pearle Vision a perpetual, worldwide, non-exclusive, irrevocable, and royalty-free license to use and share Customer Information for marketing, advertising, and any other legitimate business purpose related to the Pearle Vision System. There are no limitations or restrictions on Pearle Vision's right to download, use, and share Customer Information from Franchisee's POS System and other computer systems, or from Pearle Vision's or Franchisee's websites or webpages. Pearle Vision may use Customer Information for any lawful purpose, including, without limitation, for marketing purposes, to allow successor or neighboring franchisee, Pearle Vision, its affiliates or their successors or assigns, to provide services and products to Customers and to share with insurers, government agencies, and with Pearle Vision's employees, advisors, contractors, and

advertising agencies and to contact Customers. Those granted the right to access, use, and share Customer Information are referred to as “*Others*.”

For purposes of this Agreement, “*Customer Information*” means any and all information or data pertaining to Franchisee’s customers that is provided or otherwise made available by a customer or by Franchisee relating to a customer, including cookies, RFID data, and Protected Health Information as defined by HIPPA.

To the extent practicable, Franchisee will obtain opt-in consent from each of its customers for the collection, sharing, and use of Customer Information by Pearle and Others, in compliance with any and all applicable privacy related laws, and notify Pearle Vision at once if any such consent is withdrawn or modified. The parties also acknowledge and agree that Franchisee shall use and maintain the Customer information in strict compliance with all applicable laws, including those pertaining to the privacy of the customer. Further, Franchisee shall incorporate into all Consent Forms used by Franchisee language provided by Pearle Vision that is designed to protect Pearle Vision’s ability to use and share of Customer Information, and acknowledges and agrees that Franchisee is solely responsible for determining whether the language is legally sufficient to fulfill Franchisee’s obligations under this section.

Franchisee may not use or share Customer Information for any purpose other than the operation of the Franchised Business and for the purposes described herein.

D. **Patient Scheduling Software.** Franchisee must use “The Appointment Book” or “TAB”, to schedule patients with the optometric professionals who work for Franchisee or are subleasing an optometric office from the EyeCare Center. If any EyeCare Center is located in Texas, Franchisee’s subleasing optometrist for each Location will pay Pearle Vision directly for TAB. Pearle Vision reserves the right to modify the features of TAB without notice and/or charge a membership fee or other cost to administer TAB upon ninety (90) days notice to Franchisee.

E. **ProfitKeeper™.** Franchisee must use ProfitKeeper, a cloud-based financial management system, to report weekly and monthly sales and provide financial statements Pearle Vision may require. Pearle Vision reserves the right to require Franchisee, at Franchisee’s cost, to obtain additional accounting services from ProfitKeeper.

F. **Internet Browser.** Franchisee must obtain and maintain a secure internet connection, with private WiFi, needed to operate the POS System and as specified by Pearle Vision. Additionally, Pearle Vision may require Franchisee to obtain and use a Web-based program called Smartly (the “*Operations Portal*”) upon thirty (30) days notice to Franchisee. To access the Operations Portal, Pearle Vision may require Franchisee to have a specific internet browser. Pearle Vision reserves the right to (1) charge a per Location fee in the future for access to, and support for, the Operations Portal; and (2) independently access the information on your Operations Portal site without limitation.

G. **Modifications to Technology Standards.** Franchisee acknowledges that changes to technology are dynamic and not predictable within the term of this Agreement. Accordingly, and without limiting the forgoing provisions of this Section 5.7, Pearle Vision reserves the right to establish new technology standards from time to time. This right includes, but is not limited to, specifying new point-of-sale systems, back-office systems, software applications, audio/visual equipment, electronic payment devices, and other hardware and software that the Franchisee must install and use in the operation of the EyeCare Center. Franchisee agrees to comply with Pearle Vision’s new technology standards at Franchisee’s sole cost.

5.8 Inspections. Pearle Vision may enter and inspect any Location during all reasonable times, regardless of whether the Franchisee is present. These inspections may, among other things, consist of field visits to advise Franchisee, or “secret shoppers” that visit the EyeCare Center and report their experiences. Additionally, at Pearle Vision’s option, Franchisee will participate in and be responsible for the costs for Pearle Vision to conduct not more than two (2) quality audits during any twelve (12) month period, in accordance with Pearle Vision’s then-current store quality assurance program, or as required to ensure Franchisee complies with the Pearle Vision System and Pearle Vision Standards.

5.9 Management of the EyeCare Center. Pearle Vision has the right, but not the obligation, to assume management of any of Franchisee’s Locations (or to appoint a third party to assume its management) for up to ninety (90) days if the Franchisee experiences an illness or a disability, and Pearle Vision determines that it is in the best interest of Pearle Vision and the Franchisee for Pearle Vision to assume management of any such EyeCare Center (the “*Step-in Rights*”). Pearle Vision may, in its reasonable discretion, extend its management of any EyeCare Center for additional ninety (90) day periods up to a total of one (1) year. If Pearle Vision (or a third-party) assumes management of any Franchisee’s EyeCare Center pursuant to this Section 5.9, Franchisee agrees to pay Pearle Vision (in addition to the Royalty, Advertising Contribution, and other amounts due to Pearle Vision or its affiliates) a monthly management fee of eight percent (8%) of Gross Revenues for such EyeCare Center, plus the out-of-pocket costs and expenses of Pearle Vision (or the third-party) for up to sixty (60) days after Pearle Vision (or the third-party) assumes management. If Pearle Vision (or a third-party) manages such EyeCare Centers, Franchisee acknowledges that Pearle Vision (or the third-party) will have a duty to utilize only reasonable efforts, will not have any fiduciary duty to Franchisee, and will not be liable to Franchisee or its owners for any debts, losses, or obligations such EyeCare Center incurs, or to any of Franchisee’s creditors for any supplies, products, or other assets or services Franchisee’s EyeCare Center purchases while Pearle Vision (or the third-party) manages the EyeCare Centers. Nothing in this paragraph limits any of Pearle Vision’s other rights or remedies available under this Agreement.

6. TRAINING AND ASSISTANCE.

6.1 Training Programs.

A. **Initial Training.** Franchisee acknowledges the importance of having properly qualified and trained people involved in the operation of the EyeCare Center. Accordingly, Franchisee agrees that Franchisee, Franchisee’s Designated Operator, Franchisee’s Designated Developer, Franchisee’s EyeCare Center manager(s), and all other individuals who will have an interest in the EyeCare Center must be qualified to the satisfaction of Pearle Vision. Unless otherwise agreed to in writing and at Pearle Vision’s sole discretion, Franchisee, Franchisee’s Designated Operator and Franchisee’s Designated Developer must satisfactorily complete Pearle Vision’s required initial training. The cost of initial training for Franchisee’s Designated Operator, Franchisee’s Designated Developer and one other person designated by Franchisee is included in the Initial Franchise Fee.

B. **Additional Training.** Pearle Vision may designate other mandatory training for Franchisee, Franchisee’s Designated Operator, Franchisee’s Designated Developer Franchisee’s EyeCare Center manager(s) and other employees of Franchisee during the term of this Agreement. The training must be completed in accordance with the schedule designated by Pearle Vision (and at the training facility designated by Pearle Vision, if any) and Franchisee will be responsible for all costs, if any, related to conducting the training. In addition, Franchisee may elect to attend other training programs; however, Franchisee must schedule that additional training in accordance with Pearle Vision’s then current training policy. Pearle Vision may charge an additional fee for Franchisee, Franchisee’s Designated Operator, Franchisee’s Designated Developer or any other individual having an interest in any EyeCare Center to

attend the training. Pearle Vision may require Franchisee to attend training conducted by a third party, and Franchisee agrees to attend such training at its cost.

C. **Retraining.** If Pearle Vision believes that Franchisee is not fully adhering to the Pearle Vision System, Pearle Vision may, in its discretion, require that Franchisee, Franchisee's Designated Operator or Franchisee's Designated Developer attend and successfully complete another session of the initial training program.

D. **Failure to Attend Training.** If Pearle Vision, in its sole and exclusive discretion, determines that Franchisee, Franchisee's Designated Operator or Franchisee's Designated Developer has failed to attend or successfully complete all mandatory training programs, that failure constitutes an event of default under Section 18.2.

E. **Travel Costs.** Except as set forth in Section 6.1.A, Franchisee is responsible for all fees, travel expenses, and related costs, if any, incurred by Franchisee, Franchisee's Designated Operator, Franchisee's Designated Developer and Franchisee's employees related to all training.

F. **Other Training-Related Matters.** Pearle Vision will not compensate Franchisee's trainees for any services they perform that are incidental to Pearle Vision's training programs. Pearle Vision reserves the sole and exclusive right to determine the duration of, and what subjects are included in, the curriculum of its training programs.

6.2 Consultation and Operating Assistance. Pearle Vision will advise and consult with Franchisee periodically in connection with the operation of the EyeCare Center. Pearle Vision will communicate its know-how, new developments, techniques, standards, and specifications for the Pearle Vision System and System Standards through visits by field representatives, seminars, manuals, bulletins, letters, videos, email, POS System or other methods of communication.

7. LICENSED MARKS.

As part of the grant of the right to use the Pearle Vision System, Pearle Vision grants to Franchisee the license to use the Marks, and the right to use the name, trademarks and logos of optical products by Luxottica that Franchisee is authorized to sell at the EyeCare Center ("Product Marks") solely for the purpose of advertising and promoting the sale of such products in connection with the operation of the EyeCare Center in accordance with this Agreement.

7.1 The Marks.

A. **Ownership of Marks.** The Marks are owned or licensed to Pearle Vision, and nothing in this Agreement gives Franchisee any right, title, or interest in or to any of the Marks except as a mere privilege and license during the term of this Agreement to display and use the Marks according to the limitations set forth in this Agreement. All uses of the Marks or Product Marks by Franchisee inure to the benefit of Pearle Vision. The limited license to utilize the Marks and Product Marks granted by this Agreement applies only to the Marks and Product Marks designated by Pearle Vision, and which have not been designated by Pearle Vision as being withdrawn from use, together with those which may in the future be designated by Pearle Vision in writing. During and after the term of this Agreement, Franchisee will neither (i) represent in any manner that Franchisee has acquired any ownership or equitable rights in any of the Marks or Product Marks by virtue of the limited license granted in this Agreement or of Franchisee's use of the Marks or Product Marks, nor (ii) in any way dispute or impugn the validity of the Marks or Product Marks, the rights of Pearle Vision or its affiliates in the Marks or Product Marks, or the rights of Pearle Vision, its affiliates, or other franchisee of Pearle Vision to use the Marks or Product Marks.

Franchisee may not apply for or obtain any trademark or service mark registration of any of the Marks or Product Marks or any confusingly similar marks in Franchisee's name. Franchisee must execute any documents Pearle Vision requires, and do what may be necessary or advisable, in Pearle Vision's counsel's opinion or as otherwise directed by Pearle Vision, to protect the Pearle Vision Marks and Product Marks or to maintain their continued validity and enforceability and to protect and maintain Pearle Vision's interests and the interests of any other person or entity (including Pearle Vision's affiliates) in the Marks or Product Marks. Following the expiration or termination of this Agreement for any reason, no monetary amount shall be deemed attributable to any goodwill associated with Franchisee's use of the Marks or Product Marks, or in connection with Franchisee's operation of the EyeCare Center. Except with regard to the optometric practice conducted at or in proximity to the EyeCare Center, if Franchisee develops any new concept, process, or improvement in the operation or promotion of the EyeCare Center, Franchisee must promptly notify Pearle Vision and give Pearle Vision all necessary information, free of charge. Franchisee is required to acknowledge and agree that any of these concepts, processes, or improvements are Pearle Vision's property, and Pearle Vision may at its sole discretion give the information to other Pearle Vision Franchisees.

B. Use of Marks. Franchisee may only use and display the Marks and the Product Marks in full compliance with rules prescribed from time to time by Pearle Vision in the Operations Portal as modified by Pearle Vision from time to time, or as otherwise directed by Pearle Vision. Franchisee may not use any of the Marks or Product Marks in connection with the sale of any unauthorized product or service or in any manner not explicitly authorized in writing by Pearle Vision. Franchisee will use the Marks and Product Marks only for the operation of, or in advertising for, the EyeCare Center. Franchisee shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the Marks or the Product Marks or the reputation or goodwill associated with the Marks or Product Marks or of Pearle Vision, its affiliates or their licensors. Franchisee's right to use the Marks and Product Marks is limited to those uses that are authorized by this Agreement, and any unauthorized use of the Marks and Product Marks will constitute an infringement of Pearle Vision's rights and a material and incurable breach of this Agreement which, unless waived by Pearle Vision, will entitle Pearle Vision to terminate this Agreement unilaterally and immediately upon notice to Franchisee, with no opportunity to cure.

C. Use of Marks in Business Names or on Internet. Franchisee may not use any of the Marks or Product Marks, or any words or symbols confusingly similar to the Marks, Product Marks or any part of the Marks or Product Marks, in Franchisee's business name. Franchisee may not use the words "Pearle," "Pearle Vision," or any variant of those words as part of its name. Except with the express permission of Pearle Vision (which may be withheld arbitrarily), Franchisee may not use any of the Marks or Product Marks or any identifiable portion of any of the Marks or Product Marks (such as the words "Pearle" or "Pearle Vision" or any variant of those words) on the Internet, including as part of a Web site name, URL (uniform resource locator), or e-mail address.

D. Modification of Marks. Pearle Vision or its affiliates may, in their sole discretion, and at any time, modify or discontinue use of any Mark or Product Mark and/or adopt or use one or more additional or substituted marks. Pearle Vision will notify Franchisee of those changes, and Franchisee will comply with the instruction by Pearle Vision. The sole obligation of Pearle Vision in the event of any change of this type will be to reimburse Franchisee for Franchisee's documented expenses (such as changing signs, stationery, etc.) of compliance with the change, and Franchisee waives any other claim arising from or relating to any such change, modification, or substitution. Except as provided in this Section 7.1.D, Pearle Vision will not be liable to Franchisee for any expenses, losses, or damages sustained by Franchisee as a result of any addition, modification, substitution, or discontinuation of any of the Marks or Product Marks, and Franchisee covenants not to commence or join in any litigation or other proceeding against Pearle Vision for any such expenses, losses, or damages.

7.2 Infringements of Marks and Pearle Vision's Related Indemnification.

A. **Infringement of Marks by Third Parties.** If Franchisee receives notice, is informed, or learns that any third party that Franchisee believes is not authorized to use the Marks is using the Marks or any variant of the Marks, Franchisee will promptly notify Pearle Vision of the facts relating to that alleged infringing use. Thereupon, Pearle Vision will, in its sole and exclusive discretion, determine whether or not it wishes to take any action against the third party on account of the alleged infringement. Franchisee has no right to make any demand against any alleged infringer of the Marks or to prosecute any claim of any kind or nature against any alleged infringer of the Marks for or on account of the alleged infringement.

B. **Claims Against Franchisee.** Franchisee must notify Pearle Vision immediately of any claim against Franchisee alleging that Franchisee's use of the Marks constitutes an infringement of someone else's rights. So long as Franchisee has complied with this Agreement and the Pearle Vision System in Franchisee's use of the Marks, Pearle Vision will indemnify Franchisee against any liability assessed to Franchisee in favor of the claimant, including Franchisee's reasonable costs of defending the claim. Pearle Vision will not be liable for any other damages, costs, expenses, or for any loss of profits or business opportunities or incidental or consequential damages of any kind or nature of Franchisee relating to any such claim. Pearle Vision reserves the right to defend, compromise, and settle any such action. If Pearle Vision undertakes Franchisee's defense, Pearle Vision will not be responsible for the cost of any independent counsel Franchisee retains. Pearle Vision shall have no obligation to defend or indemnify Franchisee pursuant to this Section 7.2.B if the claim, suit, or demand against Franchisee arises out of or relates to Franchisee's use of the Marks in violation of the terms of this Agreement.

7.3 **Pearle Vision's Enforcement Rights.** Franchisee explicitly affirms and recognizes the unique value and secondary meaning attached to the Pearle Vision System, the Marks and the Product Marks. Accordingly, Franchisee agrees that any non-compliance with the terms of this Agreement, or any unauthorized or improper use of the Pearle Vision System, the Marks or the Product Marks, will cause irreparable damage to Pearle Vision and other franchisees of Pearle Vision. If Franchisee engages in any non-compliance with the terms of this Agreement, or in any unauthorized and/or improper use of the Pearle Vision System, the Marks or the Product Marks, during or after the termination or expiration of this Agreement, Pearle Vision will be entitled to both temporary and permanent injunctive relief against Franchisee from any court of competent jurisdiction, in addition to all other remedies that Pearle Vision may have at law or in equity. Franchisee consents to the entry of temporary and permanent injunctions of that type, and Franchisee waives the posting of any bond by Pearle Vision in connection with those injunctions.

8. FEES PAYABLE TO PEARLE VISION.

Franchisee will pay the fees described below to Pearle Vision. All payments made by Franchisee to Pearle Vision are deemed to be made in Mason, Ohio.

8.1 **Franchise Fee.** For the EyeCare Center, by no later than the date the Franchisee signs the Location Addendum, Franchisee will pay to Pearle Vision the Initial Franchise Fee. No portion of the Initial Franchise Fees refundable except as provided in Section 4.1 of this Agreement.

If this Agreement is for the renewal the Pearle Vision Franchise, Franchisee must sign this Agreement and remit the Renewal Fee in full before expiration of the term of Franchisee's current Franchise. No portion of the Renewal Fee shall be refundable.

8.2 **Royalty.** Each month, Franchisee will pay Pearle Vision the Royalty for the EyeCare Center operating hereunder based upon Franchisee's Gross Revenues for such Location for the preceding month.

However, Gross Revenues will be adjusted to exclude federal, state and local sales taxes or other similar taxes levied upon customers on the basis of sales transactions (duly documented and timely paid by Franchisee to the appropriate taxing authority); the balance due on customers' unclaimed orders ninety (90) days or older; documented reimbursements and price adjustments paid by Franchisee to insurance carriers and governmental agencies; coupon discounts related to optical product, or any other product and cash refunds to customers. Pearle Vision reserves the right to specify accounting treatment and its applicability to the definition of Gross Revenues. No other adjustments may be made without the approval of Pearle Vision.

A. Unless prohibited by law, Franchisee, or an Optometric Professional may offer to the general public the opportunity to purchase services that combine a professional service with the purchase of an optical product for a single price. Each transaction of this nature is referred to as a "Package Price Discount Transaction", and Franchisee must pay royalties on such a transaction as described in the Operations Portal. Each third party, credit or other deferred payment transaction will be treated as a sale for the full price in the month during which the transaction was made, regardless of when Franchisee is to receive payment.

B. No payment required under this Agreement will (1) permit Pearle Vision directly or indirectly to interfere with or control the independent professional judgment of any Optometric Professional; (2) grant Pearle Vision the right to have access to any confidential information related to patients served by Franchisee or any Optometric Professional; or (3) be made, directly or indirectly, as an inducement for the referral of patients, nor for Pearle Vision to solicit or refer patients to Franchisee.

8.3 Advertising and Marketing Contribution. Each month, Franchisee will pay Pearle Vision the Advertising Contribution for the EyeCare Center operating hereunder. The Advertising Contribution shall be based upon Gross Revenues unless prevented by law. If Franchisee ceases to be a Provider for EyeMed at any EyeCare Center for any reason, the Advertising Contribution for such Location will immediately become nine percent (9%) of monthly Gross Revenues for the then-remaining term of this Agreement.

8.4 Reports and Payments.

A. All fees will be due and payable at the time or on the due date specified in the Operations Portal and as described below:

1. **Monthly Financial Report.** No later than the tenth (10th) day of each month Franchisee must complete and submit a monthly report, in a format prescribed by Pearle Vision, to report all Gross Revenues and Professional Fee Revenues for the Location for the preceding month (the "**MFR**"). Failure to submit the MFR timely shall subject Franchisee to penalties as described in the Operations Portal.

2. **Payment Schedule.** Franchisee will pay other fees owed to Pearle Vision on the dates described in the Operations Portal.

*Franchisees who qualify may pay Consolidated Statement obligations by Credit Card on the 5th of each month.

B. **Mechanics of Payment.** All fees due to Pearle Vision by Franchisee, including the Franchise Fee and the Renewal Fee, may, at Pearle Vision's option, be charged to Franchisee's business account (the "**Business Account**"). Franchisee will make all payments through an electronic transfer process that will provide Pearle Vision the right to initiate electronic debit or credit entries to Franchisee's Business Account for payment of all obligations due and other charges assessed in connection with this

Agreement. Prior to the Open Date, Franchisee will enter into a bank authorization form or such other documents in whatever form may be required by Franchisee's financial institution and Pearle Vision for this purpose. If Franchisee does not agree with any invoiced amount, Franchisee must dispute such invoice as specified in the Operations Portal within fifteen (15) days of receipt of the invoice, otherwise Pearle Vision shall initiate payment as described.

C. **Other Payment Issues.** Pearle Vision may apply any payments received against any part of Franchisee's total obligation as Pearle Vision elects, including application against Franchisee's oldest obligations, unless otherwise required by law. Each time Pearle Vision initiates an electronic transfer that is returned unpaid due to insufficient funds in Franchisee's Business Account, Pearle Vision may impose, in a calendar year an additional fee as described in the Operations Portal (the "*NSF Fee*"), which may be increased in the future, upon notice to Franchisee. Pearle Vision may, at its option, assess interest on any overdue amount at the rate of eighteen percent (18.0%) per annum or the maximum rate permitted by law, whichever is lower. Pearle Vision's imposition or collection of an interest charge will be in addition to any other remedies Pearle Vision may have, including the imposition of the NSF Fee. Franchisee may not withhold payment of any amounts due to Pearle Vision or its affiliates on the grounds of alleged non-performance by Pearle Vision of any of its obligations under this Agreement.

D. **Security Interest.** Franchisee shall not grant another party any interest in this agreement or the assets of any Franchised Business described hereunder without first offering such interest or assets to Pearle Vision and receiving Pearle Vision's written permission in a form prescribed by Pearle Vision. Franchisee further pledges, assigns and grants to Pearle Vision a lien and security interest in all of the Franchisee's now owned or hereafter acquired right, title and interest in and to all property, wherever located, including (a) all Accounts, chattel paper and electronic chattel paper, General Intangibles, documents, instruments, securities, deposit accounts and certificates of deposit; (b) all Inventory and goods, (c) all letter-of-credit rights, letters of credit, all sums on deposit in any Collection Account, and any items in any Lockbox; (d) all Equipment and fixtures and, in the case of all goods, all accessions, all accessories, attachments, parts, Equipment and repairs now or subsequently attached or affixed to or used in connection with any goods and all warehouse receipts, bills of lading and other documents of title that cover such goods now or in the future; (e) all books and records relating to all of the foregoing property and interests in property, including all computer programs, printed output and computer readable data in the possession or control of the Franchisee, any computer service bureau or other third party; (f) all Investment Property; (g) all money or other assets of the Franchisee that come into the possession, custody, or control of Pearle Vision now or in the future; (h) all additions to, substitutions and replacements for, any of the foregoing; (i) all products and Proceeds of the foregoing, including all insurance proceeds, all claims against third parties for loss or destruction of or damage to any of the foregoing, and all income from the lease or rental of any of the foregoing; and (j) all books and records of the Franchisee, including all mail or e mail addressed to the Franchisee. All terms used in this paragraph and not otherwise defined herein have the meanings assigned to them in the Uniform Commercial Code of the where the EyeCare Center is located. Franchisee hereby authorizes Pearle Vision to file any financing statement, continuation statement or amendment to financing statement in any jurisdiction and with any filing office as Pearle Vision may determine, in its reasonable discretion, is necessary to perfect the security interest granted to Pearle Vision hereunder or in connection herewith.

9. CONFIDENTIAL INFORMATION.

9.1 **Confidentiality.** Franchisee may not ever, during the term of this Agreement, any renewal term, or at any time thereafter, divulge or use for the benefit of any other person or entity, any proprietary knowledge, trade secrets, or know-how concerning the systems of operation, programs, services, products, customers, or practices of Franchisee and/or of Pearle Vision, and/or pertaining to the Pearle Vision System, which may be communicated to Franchisee (the "*Confidential Information*").

9.2 Definition of Confidential Information. Franchisee specifically understands and affirms that the following has been deemed to constitute Confidential Information (without limitation): all optical products, professional services, equipment, technologies and procedures relating to the Pearle Vision System; all systems of operation, services, programs (including marketing plans), products, procedures, policies, standards, techniques, specifications, and criteria which now comprise or in the future may comprise a part of the Pearle Vision System; the Operations Portal; all other components, specifications, standards, requirements and duties imposed by Pearle Vision or its affiliates; all plans, specifications, drawings and other information related to the development and construction of an EyeCare Center; and, any other information designated as confidential by Pearle Vision or its affiliates. Notwithstanding the foregoing, Confidential Information excludes (i) information which the Franchisee can demonstrate came to its attention independent of the rights granted by Pearle Vision, and prior to Pearle Vision's disclosure of the information to Franchisee, and (ii) information that Pearle Vision agrees is, or has become, generally known in the public domain, except where public knowledge is the result of wrongful disclosure (whether or not deliberate or inadvertent).

9.3 Disclosure of Information. Franchisee agrees that Pearle Vision, upon notification to Franchisee, may disclose any information Pearle Vision possesses relating to this Agreement and the EyeCare Center. Additionally, Pearle Vision may, without notification to Franchisee, disclose information related to this Agreement and the EyeCare Center obtained in accordance with this Agreement within Pearle Vision's then current FDD.

9.4 Employee Confidentiality Agreements. Franchisee will require its EyeCare Center manager(s) and other employees at the Location to execute Pearle Vision's standard form Employee Confidentiality Agreement (the "ECA") in a form acceptable to Pearle Vision.

10. RELATIONSHIP OF THE PARTIES.

10.1 Best Efforts. Franchisee will assure that Franchisee's Designated Operator and/or Franchisee's Designated Developer will devote their full time and best efforts to the EyeCare Center. Franchisee may not engage in any directly or indirectly conflicting or competing enterprises or any other activities that would be detrimental to or interfere with the operations, reputation, or goodwill of any EyeCare Center, Pearle Vision, its affiliates, or the Pearle Vision System. Upon Pearle Vision's request, Franchisee will develop and submit to Pearle Vision business plans that will establish the means necessary to maximize the EyeCare Center's sales.

10.2 Parties to Agreement; Designated Operator.

A. Designated Operator. The Designated Operator of Franchisee defined in Section 1.16.7 need not be Franchisee or an Equity Owner of Franchisee; however, if the Designated Operator is not the Equity Owner of at least a twenty-five percent (25%) interest in Franchisee, the Designated Operator must be approved by Pearle Vision.

B. Franchisee. The term "Franchisee" and "you" include all persons or entities identified as "Franchisee" in this Agreement. The term "principals" shall include your general and limited partners, if you are a partnership; your officers, directors, and shareholders, if you are a corporation; and your members and managers if you are a limited liability company. The term "entity" means a corporation, partnership, limited partnership, or limited liability company.

C. Entity Franchisees. If Franchisee is a Business Entity, each of the Equity Owners must: (i) be identified in Section 1.5 with a statement of the percentage interest in the Franchisee; (ii) agree to be personally and individually, jointly and severally with all other Equity Owners, liable to Pearle Vision for

all obligations owing by the Franchisee to Pearle Vision; and (iii) personally guarantee Franchisee's obligations under this Agreement by executing a separate personal guaranty and assumption of Franchisee's obligations in the form approved by Pearle Vision.

D. Equity Ownership and Activities. If Franchisee is a Business Entity, the sole purpose of Franchisee must be the operation of the EyeCare Centers or such other Pearle Vision Franchised operations that Pearle Vision approves in writing. All of Franchisee's organizational documents must contain provisions limiting the number of the Equity Owners to not more than five individuals, and restricting the issuance, encumbrance, assignment, and transfer of shares/interest in Franchisee without Pearle Vision's prior written approval. Each stock certificate or similar ownership documentation must contain Pearle Vision's required restrictive legend. All Business Entity documentation required by Pearle Vision must be completed by Franchisee and approved by Pearle Vision before the Business Entity begins operation of any EyeCare Center.

10.3 Independent Contractor. This Agreement is solely a contractual relationship between the parties and does not appoint or make Franchisee an agent, legal representative, employee, servant, partner, or joint venturer of Pearle Vision for any purpose whatsoever. Franchisee's employees and independent contractors are not employees or independent contractors of Pearle Vision. Pearle Vision and Franchisee are not joint employers. Franchisee will conduct all aspects of the EyeCare Center in a manner that makes it clear that Franchisee is an independent contractor and not in any way an agent, employee, partner, or joint venturer with Pearle Vision. Franchisee agrees that nothing in this Agreement creates a fiduciary or similar relationship with Pearle Vision.

A. Identification. Franchisee will conspicuously identify Franchisee, the EyeCare Center, and the Location as an independent Franchisee of Pearle Vision in all dealings with Franchisee's patients, clients, customers, contractors, suppliers, public officials, and others. Franchisee will place on all forms, business cards, stationery, advertising, signs, and other materials a notice of independent ownership in such fashion that Pearle Vision may, at its sole discretion, specify and require from time-to-time, in the Operations Portal or otherwise.

B. No Agency. Franchisee will not, without the prior written approval of Pearle Vision, have any power to obligate Pearle Vision for any expenses, liabilities, or other obligations, other than as is specifically provided in this Agreement. Pearle Vision shall not have the power to hire or fire or have any control over the terms and condition of employment of Franchisee's employees and, except as expressly provided in this Agreement, Pearle Vision may not control or have access to Franchisee's funds or the expenditure thereof, or in any other way exercise discretion or control over any EyeCare Center. Neither Franchisee nor any employee of Franchisee whose compensation for services is paid by Franchisee may, in any way, directly or indirectly, expressly or by implication, be construed to be an employee or agent of Pearle Vision for any purpose, most particularly with respect to any mandated or other insurance coverage, tax or other contributions, or requirements pertaining to withholdings levied or fixed by any local, state, or federal governmental agency.

11. INSURANCE AND INDEMNIFICATION.

11.1 Franchisee Insurance. Prior to the Effective Date in the Location Addendum, Franchisee will acquire and maintain in effect during the term of this Agreement, at Franchisee's expense, insurance coverage protecting Franchisee, Luxottica of America Inc., their subsidiaries and affiliates, and their officers, directors, partners, agents and employees, against any demand or claim with respect to personal injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring at such Location or in connection with such EyeCare Center. Such policies shall be written by responsible carriers,

acceptable to Pearle Vision, and shall include the coverages described in the Operations Portal. Franchisee shall provide Pearle Vision with copies of all insurance policies annually or as requested by Pearle Vision.

A. **Commercial General Liability.** Commercial general liability with at least a combined single limit of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) per location, for bodily injury/property damage, including products liability, completed operations, personal and advertising injury and blanket contractual liability if such Location does not have an on-site surfacing lab. For EyeCare Centers with an on-site surfacing lab, a combined single limit of Two Million Dollars (\$2,000,000) per occurrence and a Four Million Dollars (\$4,000,000) per location combined single limit aggregate for bodily injury/property damage, including products liability, completed operations, and a blanket contractual liability.

B. **Professional Liability.** An occurrence form of professional liability (malpractice) coverage with a Two Million Dollars (\$2,000,000) per medical incident limit and at least a Four Million Dollars (\$4,000,000) aggregate limit.

C. **Automobile.** Automobile liability covering owned, non-owned, and hired automobiles with at least a combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

D. **Property Damage.** “All Risks” coverage for the full replacement cost of the EyeCare Center premises and all property at any Location, with no coinsurance clause.

E. **Business Interruption.** Business interruption insurance with a limit sufficient to insure at least six months loss of earnings and continuing expenses.

F. **Workers’ Compensation.** Workers’ compensation insurance as required by law in the state in which the EyeCare Center is located.

G. **Employer’s Liability.** Employers liability insurance with at least a Five Hundred Thousand Dollars (\$500,000) each accident/ Five Hundred Thousand Dollars (\$500,000) each disease policy limit.

H. **Cyber Liability.** Cyber liability insurance with at least a One Million Dollar (\$1,000,000) limit for each loss, disclosure, or breach. Coverage shall include data breach regulatory fines and penalties, the cost of notifying individuals of a breach, the cost of credit monitoring services, and any other casually related crisis management expense for up to 1 year.

I. **Required Coverage by the State or Locality.** Other insurance required by the state or locality in which any EyeCare Center is located and/or required by the underlying lease.

J. **Additional Insurance Requirements.** In addition to the insurance required throughout the term of this Agreement, upon expiration or termination of this agreement, Franchisee must purchase a “tail” policy with the same coverage as required in this Section 11 and Franchisee’s managed vision care participation agreement for any policies on a “claims-made” form. All insurance policies must expressly provide that they are not subject to cancellation for five (5) years following termination or expiration of this agreement and Franchisee’s managed vision care participation agreement and must name Luxottica of America Inc., its subsidiaries, divisions and affiliates, and such other parties that Pearle Vision may direct Franchisee to name as additional insureds.

11.2 Other Insurance Requirements. Pearle Vision reserves the right to require additional insurance or certain terms in the insurance carried by Franchisee as further described in the Operations Portal. Pearle Vision may increase the minimum protection or coverage requirements and may require different or additional kinds of insurance to reflect changes in the circumstances surrounding any EyeCare Center. Franchisee shall also obtain such insurance as required by the lease for any Location. All policies required by this Agreement, except workers' compensation related policies, must name Luxottica of America Inc. (Pearle Vision), the other Indemnitees (as defined in Section 11.3) and any other parties specified by Pearle Vision as additional insureds. These policies must provide that, even though Pearle Vision is named as an additional insured, Pearle Vision is entitled to recover any losses it incurs by reason of the negligence of Franchisee or Franchisee's agents or employees (cross liability coverage). All policies must include a provision prohibiting cancellations or material changes to the policy until thirty (30) days' written notice has been given to Pearle Vision.

11.3 Indemnity. Franchisee will, and hereby does, indemnify and defend, at Franchisee's own cost, to the fullest extent permitted by law, Pearle Vision, its affiliates, successors, assigns, and designees of each such entity, and the respective directors, officers, employees, agents, attorneys, shareholders, members, designees, and representatives of each (collectively, the "*Indemnitees*") from and against all losses and expenses (as defined below) incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises out of or is based upon any of the following, whether or not founded in whole or in part upon negligence of the Indemnitees: Franchisee's alleged or actual infringement or violation of any patent, trademark, or copyright or other proprietary right owned or controlled by third parties; Franchisee's alleged violation or breach of any contract, federal, state, or local law, regulation, ruling, standard, or directive or of any industry standard; libel, slander or any other form of defamation by Franchisee; Franchisee's alleged violation or breach of any warranty, representation, agreement, or obligation in this Agreement; any acts, errors, or omissions of Franchisee or any of Franchisee's agents, servants, employees, contractors, partners, proprietors, affiliates, or representatives; latent or other defects in any Location, whether or not discoverable by Pearle Vision or Franchisee; any product or service provided by Franchisee at, from, or related to the operation of any EyeCare Center or any Location; any action by any customer of the EyeCare Center or visitor to any Location; any damage to the property of Franchisee or Pearle Vision, their agents, or employees, or any third person, firm, or corporation; and the transfer of any interest in this Agreement, any Location, any EyeCare Center or any of the assets used in the operation of any EyeCare Center.

For the purpose of this Section 11.3, the term "losses and expenses" means all losses; compensatory, exemplary or punitive damages; fines; charges; costs; expenses; lost profits; attorneys' fees; experts' fees; court costs; settlement amounts; judgments; compensation for damages to Pearle Vision's reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time or space, and costs of changing, substituting, or replacing same; and all expenses of recall, refunds, compensation, public notices, and other such amounts incurred in connection with the matters described.

Franchisee must promptly give Pearle Vision notice of any action, suit, proceeding, claim, demand, inquiry, or investigation that names any of the Indemnitees. At the expense and risk of Franchisee, the Indemnitees may elect to assume (but under no circumstance are obligated to undertake) the defense and/or settlement of any such action, suit, proceeding, claim, demand, inquiry, or investigation, provided that the Indemnitees will seek the advice and counsel of Franchisee, and will keep Franchisee informed with regard to any proposed or contemplated settlement(s). Such an undertaking by the Indemnitees will in no manner or form diminish Franchisee's obligation to indemnify the Indemnitees. Franchisee acknowledges that Franchisee has no authority to accept any service of process on behalf of Pearle Vision or any of the other Indemnitees. Pearle Vision may, at any time and without notice as it in its judgment deems appropriate,

offer, order, consent, or agree to settlements or take any other remedial or corrective actions it deems expedient with respect to the action, suit, proceeding, claim, demand, inquiry, or investigation.

All losses and expenses incurred under this Section 11.3 shall be chargeable to and paid by Franchisee pursuant to Franchisee's obligations of indemnity under this Section 11.3, regardless of any actions, activity, or defense undertaken by Pearle Vision or any of the Indemnitees or the subsequent success or failure of such actions, activity, or defense. The Indemnitees do not assume any liability whatsoever for acts, errors, or omissions of those with whom Franchisee may contract, regardless of the purpose. Franchisee will indemnify the Indemnitees for all losses and expenses which may arise out of any acts, errors, or omissions of these third parties. Under no circumstances are the Indemnitees required or obligated to seek recovery from third parties or otherwise mitigate their losses to maintain a claim against Franchisee. Franchisee agrees that the failure to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable by the Indemnitees from Franchisee.

12. INVENTORY AND PURCHASING.

As further described in Sections 12.1 and 12.2, Pearle Vision must approve all Inventory, Additional Inventory and professional services sold at or from the EyeCare Center, and each source of Additional Inventory. Pearle Vision and its affiliates may derive a profit from the sale of Inventory and Lab Services to franchisees. Franchisee will also provide such other optical products and professional services as are and may be designated from time to time by Pearle Vision.

12.1 Inventory. Franchisee shall purchase, maintain, replenish and display Inventory and shopping bags, receipt holders, receipt paper, and other accessories from Pearle Vision, the sole source of Inventory and/or optical products through the POS System. Additional Inventory may be purchased from Pearle Vision, an affiliate of Pearle Vision, or an Approved Supplier in Pearle Vision's sole discretion in accordance with its standards and specifications. If Franchisee desires to purchase Additional Inventory from sources that have not been previously approved by Pearle Vision, Franchisee must submit a written request, along with samples of the optical products or professional services, to Pearle Vision for approval. Pearle Vision will have the right to require that its representative be permitted to inspect the source's facilities. Pearle Vision will notify Franchisee of its approval or disapproval in writing within ninety (90) days after receipt of all information or documentation as outlined in the Operations Portal. Pearle Vision will have the right to impose specifications governing the minimum standards of optical products, professional services, and equipment obtained by Franchisee from third parties and reasonable limits on the number of approved optical products. Pearle Vision shall also have the right to modify any of the specifications for vendor approval at any time without notice. Pearle Vision has the right, in its sole discretion, to approve or disapprove of any proposed products, services, equipment, or sources.

12.2 Lab Services and Lab Service Management. Franchisee must use approved laboratories for all Lab Services. Franchisee hereby agrees to Lab Service Management by Pearle Vision as further described in the Operations Portal.

12.3 Frame Board Management. Pearle Vision will designate the percentage of the Frame Capacity that must be purchased from Pearle Vision or its affiliates in the Operations Portal or otherwise in writing. Franchisee hereby agrees to Frame Board Management as modified from time to time. Additional Inventory (if any) may be purchased from Approved Suppliers.

12.4 Lens Management. Franchisee hereby agrees to Lens Management by Pearle Vision as further described in the Operations Portal.

12.5 Pricing and Service Level Agreements. Pearle Vision promises to provide the Promise and

Service Level Agreements described in the Operations Portal, however, Franchisee agrees and acknowledges that Pearle Vision shall have the right to (a) offer the Promise and Service Level Agreements only to Franchisees that meet certain criteria, (b) pay Franchisee a penalty determined by Pearle Vision for failing to meet any or all of the Service Level Agreements as outlined in the Operations Portal, and/or (c) change or discontinue the Promise and Service Level Agreements at any time without notice.

13. MARKETING.

13.1 Marketing Funds. The Advertising Contribution by Franchisee pursuant to Section 8.3 will be combined with all similar contributions made by other franchisees of Pearle Vision to form the “*Advertising Fund*.” Pearle Vision will contribute an amount to the Advertising Fund each month equal to eight percent (8%) of the Monthly Gross Revenue of traditional and non-traditional Company EyeCare Centers (the “*Corporate Contribution*”). We reserve the right in the future to discontinue making part or all of the Corporate Contribution on behalf of one or more non-traditional Company EyeCare Centers.

The Advertising Fund will be divided into two components—the “*System-Wide Fund*” and the “*Local Co-op Fund*” - and administered as follows:

A. System-Wide Fund. Seventy-five percent (75%) of the Advertising Contribution will be allocated to the System-Wide Fund, and will from time to time be used by Pearle Vision to purchase and place national, regional, and local advertising relating to the promotion of all Pearle Vision System EyeCare Centers, whether franchised or Company EyeCare Centers, as well as such other uses as may be authorized by the terms of this Agreement.

B. Local Co-Op Fund. Twenty-five percent (25%) of the Advertising Contribution will be allocated to the Local Co-op Fund, and will be used by Pearle Vision, from time to time, to purchase and place advertising in Franchisee’s local market as well as such other uses as may be authorized by the terms of this Agreement. Unless otherwise agreed in writing, Franchisee must comply with all policies, procedures and the charter applicable to the local advertising co-op through which Pearle Vision controls the Local Co-op Fund of which Franchisee, by this Agreement, is a member.

C. Termination of the Advertising Fund. Although the Advertising Fund is intended to be of perpetual duration, Pearle Vision maintains the right to terminate the Advertising Fund or either the System-Wide Fund or the Local Co-op Fund. Neither the System-Wide Fund nor the Local Co-op Fund will be terminated, however, until all monies in that component of the Advertising Fund have been expended for advertising and promotional purposes.

13.2 Use of the Advertising Fund. The Advertising Fund may be used for the following: (1) to satisfy the costs of (a) maintaining, administering, directing, and preparing all advertising elements for the brand; (b) public relations activities; (c) storefront and in-store merchandising materials; (d) employing external agencies; (e) costs of our in-house marketing administrative expenses and all related activities; and (f) advertising or marketing to solicit prospective franchisees; and (2) any other purpose authorized by the terms of this Agreement. Pearle Vision may deduct, from the eight percent (8%) contributed to the Advertising Fund by the Company EyeCare Centers, Pearle Vision’s “reasonable administrative costs and overhead” incurred in activities reasonably related to the administration or direction of the Advertising Fund and advertising programs for franchisees (including conducting market research, preparing marketing and advertising materials, and collecting and accounting for assessments for the Advertising Fund). Pearle Vision’s administrative costs and overhead shall not exceed ten percent (10%) of the Advertising Fund in any fiscal year or as further described in the Operations Portal. All final decisions regarding the use of the Advertising Fund, including the creative concepts, materials, media used, and placement and allocation thereof, will be within the sole discretion of Pearle Vision. Pearle Vision may commingle all Advertising

Contributions and Corporate Contributions, whether from Franchisee or Company EyeCare Centers, with its own funds pending future application of these funds to the cost of the advertising and marketing activities or such other uses as may be authorized pursuant to the terms of this Agreement.

A. **Annual Expenditures.** Pearle Vision may spend, in any fiscal year, an amount greater or less than the aggregate contributions of Franchised and Company EyeCare Centers to the Advertising Fund in that year. At the end of each fiscal year, Pearle Vision will prepare and make available at Franchisee's request an annual report certified by an officer of Pearle Vision summarizing the total expenditures of the Advertising Fund for Pearle Vision's prior fiscal year. If Pearle Vision expends less than the total sum available in the Advertising Fund during any fiscal year, it will expend the unused sum for any segment or component of the Advertising Fund during the following fiscal year. If Pearle Vision expends an amount greater than the amount available in the Advertising Fund in any fiscal year (after expenditure of any sum required to be expended because of its failure to expend all the sums available in the Advertising Fund during the preceding year), Pearle Vision may reimburse itself from the Advertising Fund during the next fiscal year.

B. **Allocation of Expenditures.** The Advertising Fund is intended to further general public recognition and acceptance of the Marks and the Pearle Vision brand for the benefit of the Pearle Vision System. Pearle Vision and its designees undertake no obligation to make advertising expenditures for Franchisee that are equivalent or proportionate to Franchisee's Advertising Contribution, or to ensure that any particular Franchisee benefits on a pro rata basis from the placement of advertising.

13.3 Other Advertising. Franchisee may invest in additional marketing activities and materials, either at its own expense or through its Local Co-op Fund, using only Approved Suppliers and subject to such requirements as may be set forth in the Operations Portal or otherwise established by Pearle Vision from time to time. Franchisee will be solely responsible for complying with all laws and regulations relating to the advertising. Pearle Vision reserves the right to be the sole Approved Supplier of any creative or media service, or as otherwise required for the design, development and execution of a requested program. On a project by project basis, if Franchisee requests the use of a non-approved supplier, a written application for exemption will be reviewed by Pearle Vision in Pearle Vision's sole discretion, and be evaluated for approval only for the specific initiative outlined. Long-term or ongoing relationships with non-approved suppliers will not be considered or approved for services otherwise provided by Pearle Vision's Approved Suppliers list. Any such approval shall not be effective until made in writing and Pearle Vision reserves the right to collect an administrative fee not less than \$10,000 per project. In addition, Pearle Vision retains the right to revoke approval of any supplier or vendor if the supplier or vendor fails to maintain or observe Pearle Vision's standards, specifications or requirements, as well as to comply with any relevant federal, state or local laws. Revocation of approval shall be provided in writing.

13.4 Grand Opening. Within sixty (60) days after the Open Date, Franchisee will spend the Grand Opening Amount on advertising in connection with the EyeCare Center's grand opening. The placement and content of this grand opening advertising must be approved by Pearle Vision.

13.5 POP Materials. With regard to Pearle Vision's system-wide and local advertising campaigns, Pearle Vision, at Pearle Vision's cost, will provide Franchisee with corresponding in-EyeCare Center advertising and promotional materials ("**POP Materials**"). Franchisee is required to display the then-current POP Materials at the Location.

13.6 Opt-in Programs. Pearle Vision may also offer Franchisee the opportunity to participate in additional advertising or marketing programs by "opt-in". If such a program is offered, Pearle Vision reserves the right to bill directly to Franchisee the cost of these materials for the Franchisee's EyeCare Center.

14. COVENANTS AGAINST COMPETITION.

For purposes of this Section 14, a “*Competitive Business*” is any business that: (i) offers or sells retail optical products and professional services; or (ii) engages in any of the activities which this Agreement contemplates will be engaged in by Franchisee; or (iii) offers or sells any other product or service which comprises a part of the Pearle Vision System (or any product or service confusingly similar thereto).

14.1 In-Term Covenant. Throughout the term of this Agreement, Franchisee and any guarantor will not, either directly or indirectly, engage in any Competitive Business other than operation of, or as an employee or subtenant of, other franchises from Pearle Vision or its affiliates. Franchisee is prohibited from engaging in any such Competitive Business as a proprietor, owner, director, officer, employee, principal, agent, adviser, landlord, or consultant thereof. Additionally, Franchisee may not divert any business that could be handled by an EyeCare Center to any other entity.

14.2 Post-Term Covenant. For a period of one (1) year beginning on the later of (a) the expiration, termination, transfer or assignment of this Agreement, or (b) the date that Franchisee is in full compliance with this Section 14.2, Franchisee and any guarantor will not, either directly or indirectly, engage in any Competitive Business that is located at or within a three (3) mile radius of any Location. This prohibition includes engaging in any such Competitive Business as a proprietor, owner, director, officer, employee, principal, agent, adviser, landlord, or consultant thereof.

14.3 Third-Party Covenants. Franchisee will require and obtain the execution of Pearle Vision’s standard form of confidentiality/covenant not to compete agreement (the “*CCNCA*”), in a form acceptable to Pearle Vision, from Franchisee’s Designated Operator, Franchisee’s Designated Developer and each of Franchisee’s Equity Owners, officers and directors. Franchisee will submit a signed copy of each CCNCA to Pearle Vision promptly following execution of the CCNCA.

14.4 Other Employees. Franchisee expressly covenants not to employ any person who is concurrently involved in any way in a Competitive Business, except that Franchisee may employ (where allowed by law) part-time optometrists, ophthalmologists, and/or licensed opticians.

14.5 Remedies. Violation of the covenants not to compete in this Agreement would result in immediate and irreparable injury to Pearle Vision for which no adequate remedy at law is available. Franchisee expressly agrees that it may conclusively be presumed that any violation of the terms of the covenants relating to competition was accomplished by and through Franchisee’s unlawful utilization of Pearle Vision’s confidential information, know-how, methods, and procedures. Accordingly, Franchisee expressly agrees that in addition to all other remedies, Pearle Vision is entitled to the remedy of injunctive relief and other equitable remedies in enforcing its rights under this Agreement, and Franchisee waives the posting of any bond by Pearle Vision in connection therewith.

14.6 Revision of Covenants. If all or any portion of the covenants not to compete set forth in this Agreement are held unreasonable, void, or unenforceable by any court or agency having competent jurisdiction over the parties and subject matter, the court or agency is empowered to revise and/or construe the covenants so as to fall within permissible legal limits and will not by necessity invalidate the entire covenants. Franchisee expressly agrees to be bound by any lesser covenants subsumed within the terms of this Section 14 as if the resulting covenants were separately stated in and made a part of this Agreement. Pearle Vision reserves the right to modify or reduce the covenants not to compete in its sole discretion prior to entering into this Agreement.

15. RECORDKEEPING; REPORTS; AUDITS.

Throughout the term of this Agreement, Franchisee will prepare and maintain full, complete, and accurate books, records, and accounts of the EyeCare Center. Franchisee will maintain those records on an accrual basis in accordance with generally accepted accounting principles, and in the form and manner prescribed by Pearle Vision. Franchisee agrees to prepare, preserve, and report all of the information in accordance with Pearle Vision's directions.

15.1 Submission of Financial Statements. Franchisee acknowledges the importance of Pearle Vision having access to full and accurate information and records regarding the operation of the EyeCare Center. Franchisee will submit the financial statements to Pearle Vision, each signed and verified as true and correct by Franchisee (or if Franchisee is a Business Entity, by its duly authorized Equity Owner) as further described in the Operations Portal. Pearle Vision will maintain the confidentiality of Franchisee's Financial Statements; however, Franchisee agrees that Pearle Vision may use any information obtained from Franchisee's Financial Statements for such analytical purposes as Pearle Vision may deem appropriate. Pearle Vision shall charge Franchisee a fee as described in the Operations Portal if Franchisee fails to timely submit the financial statements. Further, if Franchisee fails to timely submit the financial statements and/or fails to timely pay amounts due to Pearle Vision, Pearle Vision may require Franchisee to utilize financial services from a specific vendor at Franchisee's cost.

15.2 General Audit Rights. Franchisee must accurately report all information requested by Pearle Vision in accordance with this Agreement. Pearle Vision may periodically examine and audit any EyeCare Center to verify the accuracy of the information reported. Franchisee will fully cooperate with Pearle Vision in the conduct of those examinations and audits.

A. Costs of Audits. Generally, Pearle Vision will bear the costs of routine examinations and audits. If the audit or examination reveals that Gross Revenues have been under reported, Franchisee will immediately pay Pearle Vision the deficit. If Franchisee under-reported Gross Revenues, or if Pearle Vision audits because Franchisee fails to timely submit financial statements, Franchisee will reimburse Pearle Vision for the costs and fees associated with conducting the audit or collecting the deficit (including but not limited to, travel and per diem costs incurred by Pearle Vision, if any).

B Gross Under-Reporting. If any audit concludes that Franchisee has under-reported its Gross Revenues for any EyeCare Center by at least two percent (2%), Franchisee shall be in material default of this Agreement, with a right to cure. If any audit concludes that Franchisee has under-reported Gross Revenues for any EyeCare Center by eight percent (8%) or more, Pearle Vision may, in addition to all other remedies available to Pearle Vision, immediately terminate this Agreement upon notice to Franchisee, but without a right to cure as described in Section 18.2 herein. If Franchisee has under-reported more than twice during the term of this Agreement (with at least one time being by two percent (2%) or more), Pearle Vision may, in addition to declaring a default of this Agreement, contract with an independent certified public accountant of its choice to conduct a full audit of any or all EyeCare Centers, for which Franchisee will bear all related costs.

15.3 Access to Other Records. Franchisee will provide Pearle Vision, at Pearle Vision's request, access to any other information that relates in any way to the EyeCare Center, including tax returns for the EyeCare Center and Franchisee's personal financial statements and tax returns. Pearle Vision will maintain Franchisee's confidentiality related to such other financial information.

16. TRANSFERS.

16.1 By Pearle Vision. Pearle Vision has the unconditional right to transfer or assign this Agreement to any third party.

16.2 By Franchisee. This Agreement is personal to Franchisee. Pearle Vision entered into this Agreement in reliance upon and in consideration of the singular personal skill and qualifications of Franchisee (or, if Franchisee is a Business Entity, the Equity Owner(s)) and the trust and confidentiality that Pearle Vision reposed in Franchisee (or its Equity Owner(s)). Therefore, except as specifically provided in this Agreement, Franchisee and its Equity Owner(s) may not transfer, assign, sell, share, give away, redeem, sublicense, or divide (each of which shall constitute a “*Transfer*”), voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, in any manner, any interest in any EyeCare Center or this Agreement without the prior written consent of Pearle Vision procured in accordance with the terms and conditions set forth in this Section 16.2, and any attempted transfer in violation of this paragraph is null and voidable at Pearle Vision’s option. For purposes of this Section 16.2, an “interest in any EyeCare Center” includes Franchisee’s interest in this Agreement, Franchisee’s rights and privileges under this Agreement, any Location or any interest in any Location, and the interest(s) of Equity Owner(s) in a Franchisee Business Entity (each of which shall constitute an “Interest”).

A. **Conditions to Consent.** Pearle Vision will not unreasonably withhold its consent to a Transfer of any Interest. Franchisee acknowledges that it will not be unreasonable for Pearle Vision to condition its consent on various requirements, including but not limited to the following:

(i) The proposed transferee, and all Equity Owners of the transferee if the transferee is a Business Entity (individually and collectively the “*Transferee*”), must apply to Pearle Vision for acceptance as a Franchisee;

(ii) The Franchisee and all Equity Owners of a Franchisee Business Entity (individually and collectively the “*Transferor*”) must be in full compliance with their obligations to Pearle Vision under this Agreement or otherwise;

(iii) The Transferee must demonstrate that Transferee has the skills, qualifications, ethics, moral values, and economic resources necessary, in Pearle Vision’s sole judgment, to properly conduct the EyeCare Center;

(iv) The proposed Transferee, Transferee’s proposed designated operator or designated developer, and any EyeCare Center manager(s) employed by the proposed Transferee must successfully complete Pearle Vision’s required training programs, at the Transferee’s own expense;

(v) The Transferor must obtain and submit to Pearle Vision any necessary third party consents (such as the consent of the lessor or sublessor of the particular Location to the assignment of such Location lease or sublease or the consent of any promissory note holder to the assignment of such note);

(vi) The Transferor must: (a) indemnify Pearle Vision against all liabilities incurred by Pearle Vision pursuant to the Location’s lease (if Pearle Vision is the sublessor) or any guaranty by Pearle Vision of such Location’s lease for a period of thirty-six (36) months after the effective date of the Transfer; and (b) execute, in a form prescribed by Pearle Vision, a full release of all claims against Pearle Vision and its affiliates, and their respective officers, directors, shareholders, agents, attorneys, contractors and employees in their corporate and individual capacities;

(vii) The Transferee's designated operator, equity owners, officers and directors must execute Pearle Vision's standard form CCNCA (as referenced in Section 14.3);

(viii) The Transferor must provide Pearle Vision with a fully-executed copy of the proposed Transfer agreement with all exhibits and supporting documents (which must state that the Transfer is subject to Pearle Vision's prior written approval and to any required approvals from third parties);

(ix) The Transferor must remain liable for all of Transferor's obligations to Pearle Vision arising out of or related to this Agreement before the effective date of the Transfer, and has executed all instruments reasonably requested by Pearle Vision to evidence that continuing liability;

(x) The Transferee, at Transferee's expense, must commit to upgrade the particular Location to conform to Pearle Vision's then-current standards and specifications (which may include, without limitation, equipment, inventory, point of sale systems, and other changes), and complete such upgrading within the time specified by Pearle Vision;

(xi) The Transferee must sign, at Pearle Vision's option: (a) an agreement to assume the Transferor's obligations under this Agreement; or (b) Pearle Vision's then-current form of franchise agreement and ancillary agreements, which will contain the standard terms then being offered by Pearle Vision to prospective franchisees, provided, the term of that franchise agreement will end on the expiration date of this Agreement or be extended to the period of years offered under new franchise agreements (at Pearle Vision's discretion); and

(xii) The Transferor must pay Pearle Vision a non-refundable transfer fee per Location in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (the "**Transfer Fee**"). Pearle Vision may, in our discretion, pro-rate or waive the Transfer Fee based on the interest being transferred.

B. Death or Disability. Promptly after the death or permanent incapacity of anyone holding an interest in any EyeCare Center, arrangements satisfactory to Pearle Vision must be made to dispose of that interest within one hundred eighty (180) days, otherwise, Pearle Vision may terminate this Agreement in accordance with Section 18.1. In addition, upon the death or permanent incapacity of the Designated Operator or Designated Developer for the Pearle Vision EyeCare Center at any Location, whether an Equity Owner or an employee, arrangements satisfactory to Pearle Vision must be made to designate a subsequent Designated Operator or Designated Developer within sixty (60) days. During this interim period, Pearle Vision may assume temporary operation of such EyeCare Center if Pearle Vision determines that there is no heir, other principal, or immediate replacement for the Designated Operator capable of operating such EyeCare Center or a Designated Developer capable of developing such EyeCare Center, whichever is applicable. Pearle Vision will account for the proceeds and costs of such EyeCare Center while operating it on behalf of Franchisee but will not be responsible for any losses it incurs. As compensation for the services provided, in addition to the other fees due hereunder, Pearle Vision will be entitled to a monthly fee of eight percent (8%) of Gross Revenues.

C. Right of First Refusal. Franchisee will give Pearle Vision the right of first refusal on any offer by a third party to purchase Franchisee's entire interest in any EyeCare Center, if Franchisee is willing to accept such offer. If the consideration is not money, the purchase price will be cash equal to the fair market value of the proposed consideration. Pearle Vision will have thirty (30) days from the time Franchisee provides all of the requested information and documents in which to notify Franchisee of its decision. Franchisee's failure to close the sale of any Location within one hundred and twenty (120) days

following Franchisee's notice to Pearle Vision of the offer will immediately revive Pearle Vision's right of first refusal described herein.

D. **Compliance by Equity Owners.** All persons, whether an individual or a Business Entity, acquiring any portion of Franchisee's interest in any EyeCare Center must sign Pearle Vision's then-current form of personal guaranty, and complete Pearle Vision's initial training program as contemplated by Section 6.1.

17. TERM AND RENEWAL.

17.1 Term. This Agreement shall commence on the Effective Date identified in Section 1.4 and shall terminate upon expiration or termination of Franchisee's right to operate the EyeCare Center. Franchisee shall have the right to operate the EyeCare Center (the "**Operating Rights**") for an initial term of ten (10) years, commencing on the Location Effective Date and expiring on the Location Expiration Date, unless earlier terminated by Pearle Vision as provided in this Agreement. The term of the lease must be consistent with the term of this Agreement.

17.2 Renewal. As of the Location Expiration Date for the EyeCare Center, Pearle Vision will offer Franchisee new franchise rights for a term not less than five (5) years, unless otherwise stipulated by Pearle Vision, in accordance with the terms and conditions then being offered by Pearle Vision to prospective Franchisees (or, if Pearle Vision is not then offering franchises to prospective franchisees, on the terms and conditions then being offered by Pearle Vision for renewing franchisees, including but not limited to, repairs to the EyeCare Center as directed by Pearle Vision and/or remodeling the EyeCare Center to the current design), if Franchisee is in compliance with the conditions to renewal described in this Section 17.2. If Franchisee appears to be eligible for issuance of new franchise rights for any Location, Pearle Vision and Franchisee will follow the procedures and meet the conditions in this Section 17.2. for that Location. If Franchisee fails to comply with the conditions to renewal described in this Section 17.2 or is otherwise ineligible to renew, the franchise rights granted for that Location shall expire as provided herein.

A. **Notice of Eligibility.** At least one hundred eighty (180) days before the Location Expiration Date for the EyeCare Center, or such longer period as required by law, Pearle Vision will notify Franchisee whether Franchisee appears to be eligible to sign a new agreement (as noted under Section 17.2.C., and if not, what steps would be necessary for Franchisee to become eligible. Within thirty (30) days after receiving Pearle Vision's notice, Franchisee must notify Pearle Vision, in writing, if Franchisee desires to continue operating the EyeCare Center and, if Franchisee subleases that Location from Pearle Vision whether Franchisee desires to continue as a subtenant of Pearle Vision.

B. **Disclosure.** If Franchisee gives timely notice of desire to sign a new agreement, if required by applicable law, Pearle Vision will deliver its then-current FDD to Franchisee. Franchisee should then promptly sign a receipt for the disclosure document as required by law and return it to Pearle Vision. Franchisee understands that the Renewal Documents (as defined below), may contain terms and conditions that are significantly different from this Agreement.

C. **Execution of Franchise Documents.** No sooner than fourteen (14) days after Franchisee receives Pearle Vision's disclosure document, Franchisee must execute Pearle Vision's then-current agreement (which may be a new location amendment to this Agreement or a new franchise agreement on the form that Pearle Vision is then using) and other documents required by Pearle Vision at that time (collectively, the "**Renewal Documents**") and pay the Renewal Fee.

Among other things, the Renewal Documents Franchisee must execute will contain a release of all claims against Pearle Vision or its affiliates arising out of or related to this Agreement, the operation of all

EyeCare Centers operated under this Agreement, and the lease/sublease (if any); the offer and sale of this Agreement; the franchise relationship; and all other claims, demands, or accounts at law or equity. The release will not purport to release Pearle Vision or its affiliates from any future claims arising out of or related to the Renewal Documents.

D. **Lease/Sublease.** The term of any third party lease must be consistent with the term of Pearle Vision's then current form of renewal franchise agreement. If Franchisee leases or subleases the premises of any Location from Pearle Vision, Pearle Vision is under no obligation to enter into any lease, extend any lease, or exercise any lease option or purchase agreement for the benefit of Franchisee as subtenant or tenant.

E. **Continuing Compliance.** Pearle Vision will be released from any obligation to sign a new agreement under Section 17.2.C. with Franchisee if, as of the Location Expiration Date, Franchisee no longer satisfies any of the conditions to renewal described in Section 17.2.

F. **Operations.** Franchisee has been operating the expiring and all other EyeCare Centers in a manner that complies with the Pearle Vision System and the business plans, if any, developed for maximizing sales of the EyeCare Center. Additionally, Franchisee has demonstrated to Pearle Vision's satisfaction Franchisee's history of positive and constructive actions to enhance the Pearle Vision System image and Pearle Vision System brand through such means as: (1) Franchisee's local trade area marketing promotions; and (2) Franchisee's use of and participation in Pearle Vision programs including meetings, seminars and merchandising techniques.

G. **No Defaults.** Franchisee is not then in default or in the process of curing a default of this Agreement or any other agreements with Pearle Vision or its affiliates.

H. **Monetary Obligations.** Franchisee, Franchisee's Equity Owners and each guarantor of Franchisee's obligations has satisfied all monetary obligations owed by Franchisee, Franchisee's related entities or entities controlled by Franchisee's Equity Owners, to Pearle Vision and its affiliates.

I. **Property.** The Location complies with Pearle Vision's then-current requirements for new Pearle Vision EyeCare Centers, or Franchisee has obtained Pearle Vision's approval for relocation of any EyeCare Center in accordance with Section 4.4.

J. **Training.** Franchisee, Franchisee's Designated Operator and any other individuals involved in the EyeCare Center and that Pearle Vision designates have completed Pearle Vision's required training to the satisfaction of Pearle Vision.

18. TERMINATION.

18.1. Termination Subject to Cure. Except as otherwise provided in Section 18.2 or Section 18.3, Franchisee will have thirty (30) calendar days after receiving a written notice of termination from Pearle Vision (the "**Notice of Termination**") within which to remedy any default under this Agreement (or, if the default cannot reasonably be cured within thirty (30) calendar days, to initiate within that time all available substantial and continuing action to cure the default), and to provide evidence thereof to Pearle Vision. If Franchisee has not cured any default within that time (or, if appropriate, Franchisee has not initiated substantial and continuing action to cure the default within that time), or such longer period as applicable law may require, this Agreement will terminate immediately upon expiration of the thirty (30) day period or such longer period as applicable law requires. Franchisee will be in default of this Agreement for any failure to substantially comply with any of the requirements imposed upon Franchisee by this Agreement, as it may from time to time be supplemented by Pearle Vision's Operations Portal as it is amended by Pearle

Vision from time to time, or otherwise, or to carry out the terms of this Agreement in good faith. Defaults include the occurrence of the following events:

A. **Breach of Agreement.** Franchisee fails to comply with any of the provisions of this Agreement not specified elsewhere in this Section 18.

B. **Improper Operations.** Franchisee fails to maintain and operate any EyeCare Center in accordance with this Agreement and the standards and specifications prescribed by Pearle Vision.

C. **Non-Payment.** Franchisee fails to pay when due any amount owed Pearle Vision (or any amount guaranteed by Pearle Vision on Franchisee's behalf), its affiliates, or any other person or entity in connection with the operation of any EyeCare Center.

D. **Failure of Standards.** Franchisee fails to adhere to the Inventory, quality, advertising, and/ or Service Standards prescribed by Pearle Vision.

E. **Other Agreements.** Franchisee fails to comply with any franchise agreement or other agreement between Pearle Vision or its affiliates and Franchisee, any Equity Owner of Franchisee or business entity owned wholly or partially by Franchisee or Equity Owner.

F. **EyeMed.** If Franchisee terminates its participation in EyeMed as required by Section 5.3 (unless otherwise permitted by law), or fails to comply with EyeMed's provider agreements.

G. **Moral Turpitude.** Criminal proceedings involving a crime of moral turpitude or any felony are instituted against Franchisee.

18.2 Termination Upon Notice. Each of the following events is a material breach of this Agreement. Pearle Vision may, at its option, terminate this Agreement and all rights granted to Franchisee under this Agreement, immediately upon notice to Franchisee, without affording Franchisee any opportunity to cure the breach, or, in its sole discretion, Pearle Vision may elect to require Franchisee to use certain financial services in accordance with Section 15.2.

A. **Breach of Agreement.** Franchisee fails to comply with the following provisions of this Agreement: (a) Section 4.1 (Development of the Location); (b) Section 4.2 (Site and Equipment Requirements); (c) Section 4.4 (Relocation of EyeCare Center); (d) Section 5.5 (Compliance with Laws; Required Licenses); (e) Section 7.1 (the Marks); (f) Section 9 (Confidential Information); (g) Section 14 (Covenants Against Competition); and (h) Section 16.2 (Assignments by Franchisee).

B. **Criminal Conviction.** Franchisee is convicted of, or enters a plea of no contest to, any felony charge or to any crime or offense that Pearle Vision believes is reasonably likely to have an adverse effect on any EyeCare Center.

C. **Business-Related Dishonesty.** Franchisee participates in any dishonest or unethical conduct in relation to any EyeCare Center.

D. **Failure to Pay Judgment.** Entry of a final judgment against Franchisee which remains unsatisfied of record for thirty (30) days, unless a supersedeas bond or other appeal bond has been filed.

E. **Unauthorized Closure.** Franchisee abandons any EyeCare Center or closes it for three or more consecutive days without the prior written approval of Pearle Vision.

F. **Loss of Possession.** Franchisee's right to possession of the premises on which any EyeCare Center is located is terminated for any cause whatsoever.

G. **Impairment.** Pearle Vision's reasonable belief that the prospect of payment of any indebtedness or the performance of Franchisee's obligations under this Agreement is impaired.

H. **Public Danger.** Pearle Vision's reasonable determination that continued operation of any Location by Franchisee will result in an imminent danger to public health or safety.

I. **Under-Reporting Sales.** Franchisee's under-reporting of Franchisee's Gross Revenues for any EyeCare Center by eight percent (8%) or more.

J. **Failure to Attend Training.** Continuing failure of Franchisee, Franchisee's Designated Operator, Franchisee's Designated Developer, or any other individuals identified in this Agreement, to attend and successfully complete Pearle Vision's required initial training or subsequent training.

K. **Multiple Defaults.** Two or more defaults of this Agreement within a twelve (12) month period, regardless of whether the defaults are ultimately cured.

18.3 Automatic Termination. Franchisee will be in default of this Agreement, and all rights granted to Franchisee by this Agreement will immediately and automatically terminate and revert to Pearle Vision without notice to Franchisee, if: (a) Franchisee or any EyeCare Center is adjudicated as bankrupt or insolvent or all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor; (b) a petition in bankruptcy is filed by or against Franchisee or any EyeCare Center and is not immediately contested and/or dismissed within sixty (60) days from filing; (c) a bill in equity or other proceeding for the appointment of a receiver or other custodian of Franchisee, any EyeCare Center, or the assets of either is filed and consented to by Franchisee; (d) a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (e) proceedings for a composition with creditors under any local, state or federal law are instituted by or against Franchisee or any EyeCare Center; (f) Franchisee is dissolved; (g) execution is levied against Franchisee, any EyeCare Center or the property thereof, or the real or personal property of any EyeCare Center is sold after levy by any governmental body or agency, sheriff, marshal or constable; or (h) Franchisee refuses to allow Pearle Vision to exercise and implement its Step-in Rights.

18.4 Termination Not Exclusive Remedy. Termination of this Agreement by Pearle Vision shall not be an exclusive remedy and shall not in any way affect the rights of Pearle Vision to receive or collect fees or other amounts payable by Franchisee hereunder, to enforce the provisions of this Agreement against Franchisee, to suspend the provision of Products and Services to Franchisee, or to sue for damages, seek and obtain injunctive relief, including ex parte temporary restraining orders, or to pursue any other legal or equitable remedy for a breach of this Agreement by Franchisee. Pearle Vision's right to terminate this Agreement in accordance with this Section 18 shall be deemed to permit Pearle Vision to elect remedies other than termination, such as Step-in Rights or operation of a particular EyeCare Center on a month to month basis. If Pearle Vision permits operation of a particular EyeCare Center on a month to month basis, Pearle Vision may thereafter terminate this Agreement at any time and for any reason upon 10 days' prior written notice to Franchisee, even if Franchisee cured all defaults during the period when such EyeCare Center was being operated on a month to month basis.

18.5 Cross-Default. Except for a default or termination of any Area Development Agreement consisting solely of Franchisee or any affiliate of Franchisee failing to meet the development schedule thereunder, any material default not timely cured by Franchisee or any affiliate of Franchisee (a) under the terms and conditions of this Agreement, any lease, or other agreement between Pearle Vision or any of Pearle Vision's

affiliates and Franchisee or any of Franchisee's affiliates, (b) under any agreement with any vendor or supplier of Pearle Vision's or any affiliate's proprietary or non-proprietary products, (c) under the lease for the Location premises or (d) under any agreement with any construction suppliers, product supplier or service providers, shall be deemed a material default of this Agreement and each and every said agreement. Furthermore, in the event of termination for any cause of this Agreement or any other agreement between the parties hereto, Pearle Vision or, as the case may be, its affiliate may, at its option, terminate any or all said agreements.

19. OBLIGATIONS UPON EXPIRATION OR TERMINATION.

The following provisions will apply upon the expiration or termination of this Agreement.

19.1 Use of Marks and System. Franchisee's right to use the Pearle Vision System, the Marks and the Product Marks ceases immediately upon the Expiration Date or upon termination of this Agreement. To avoid infringement of the Marks, Franchisee will cease and desist from the use of the Marks in any manner, including but not limited to the following (collectively referred to as the "**Listings**"): (a) telephone number(s) listed in the "Yellow Pages" or "White Pages"; (b) any telephone directories under the name "Pearle Vision" or "Pearle"; (c) any domain names, internet search engines, hyperlinks, hot links, or Internet and mobile-based tools used for disseminating the EyeCare Center address and/or sharing and discussing information. Franchisee agrees to transfer the Listings to Pearle Vision or Pearle Vision's designee. Franchisee will refrain from publicizing or promoting itself as a former Franchisee of Pearle Vision. Franchisee will not pursue publication of any other name confusingly similar to Pearle Vision within the Listings or any other media.

19.2 Accounts Payable. Franchisee, Franchisee's Equity Owners and/or Franchisee's guarantors will immediately pay all sums due and owing to Pearle Vision or its affiliates, as well as all sums due and owing to any third parties.

19.3 Leased Location. If Franchisee is leasing or subleasing a Location from Pearle Vision, Franchisee will immediately return possession to Pearle Vision. Franchisee will surrender such Location to Pearle Vision in as good condition as when received by Franchisee, reasonable wear and tear excepted. Pearle Vision will also have the right to lease from Franchisee or assume Franchisee's third-party lease. If Pearle Vision exercises this right, Pearle Vision will also have the right to immediate possession of such Location. If Pearle Vision is not taking possession and agrees to allow Franchisee to continue to operate such Location, Franchisee agrees to change such Location's appearance in accordance with Pearle Vision's directions so as to clearly distinguish it from a Pearle Vision System EyeCare Center at Franchisee's expense.

19.4 Interim Operation. Franchisee understands and acknowledges that proper management of the EyeCare Center and compliance with the terms of this Agreement are important to the success of the EyeCare Center and to the System. Accordingly, Pearle Vision has the right, but not the obligation, to assume management of the EyeCare Center in accordance with the provisions of Section 16.2.B of this Agreement.

19.5 Impairment of Value; Return of Materials. After the expiration or termination of this Agreement, Franchisee will not do anything that will diminish any security interest Pearle Vision has in any assets of the EyeCare Center. As permitted by law, Franchisee agrees to provide to Pearle Vision a copy of all records relating to optical retail services and optometric services that were provided in connection with the EyeCare Center. Franchisee agrees to return to Pearle Vision all other Pearle Vision System materials.

19.6 Repurchase of Assets. At the expiration or termination of this Agreement, Pearle Vision, at its option, may purchase Franchisee's right, title and interest in and to any usable and undamaged leasehold improvements, moveable signs, furniture, fixtures, equipment, supplies, and inventory of the Location, and the Accounts Receivable. However, Pearle Vision will not have this right to purchase if this Agreement expires by its terms and the Franchisee is current on and pays all obligations owing to Pearle Vision or its affiliates at the time of expiration. Pearle Vision will not be obligated to pay Franchisee for any intangible assets of any EyeCare Center. Pearle Vision's purchase price shall be equal to the sum of the following:

A. The depreciated balance of Franchisee's original purchase price (using ten year straight-line amortization) of all usable and undamaged leasehold improvements; moveable signs; furniture, fixtures, and equipment; and other fixed assets, not including any amount paid by Franchisee for the Initial Franchise Fee, option deposit fee (if any), miscellaneous costs, UCC filing fees, and Inventory; plus

B. The original cost to Franchisee of the ending merchandise and supply inventory as determined by a physical inventory taken at Pearle Vision's discretion on the date of purchase; plus

C. Ninety percent (90%) of the trial balance amount of the Accounts Receivable on the date of purchase that is not older than ninety (90) days.

Pearle Vision need not purchase any damaged, unusable, or obsolete inventory or other assets of the Franchisee. Pearle Vision may deduct from the purchase amount any indebtedness due Pearle Vision, including any trade indebtedness of Franchisee to a third party which Pearle Vision may pay (but is not obligated to pay) to protect its interests. Title to the assets will be transferred to Pearle Vision by an appropriate bill of sale. If Pearle Vision purchases the assets of Franchisee, Franchisee will cooperate with Pearle Vision to provide for an orderly change of management. If Pearle Vision elects not to purchase the assets of any particular EyeCare Center, Franchisee will cooperate with Pearle Vision in an orderly disposition of the assets used in the operation of such EyeCare Center.

19.7 Survival of Provisions. Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement will continue to be enforceable in spite of the termination or expiration of the Agreement for any reason, including termination by a trustee in any bankruptcy proceeding.

20. ALTERNATE DISPUTE RESOLUTION.

20.1 Mediation. Except as otherwise specified in this Agreement, if any dispute arises between the parties concerning this Agreement, any related agreement, any EyeCare Center, the offer and sale of any EyeCare Center, or the relations between the parties, which cannot be settled through negotiation after diligent effort, before resorting to litigation the parties will first attempt in good faith to settle the dispute or claim by non-binding mediation conducted under the auspices and then-prevailing rules of the National Licensed Mediation Program (or, if that program is discontinued, under the auspices and then-prevailing commercial non-binding mediation rules of the American Arbitration Association). The parties agree to participate in at least six (6) hours of mediation and to split equally the costs of the mediation, including the mediator's fees and expenses. The mediation will be confidential and non-discoverable. The parties' obligation to mediate will be deemed to be satisfied when six (6) hours of mediation have been completed, whether or not the parties have resolved their differences. The demanding party's duty to mediate will be deemed satisfied thirty (30) days after a mediation demand has been made if the non-demanding party fails to appear or participate in good faith in the mediation. Neither party will unreasonably withhold consent to the selection of a mediator. Pearle Vision and Franchisee may agree to replace mediation with some other form of ADR, such as neutral fact-finding or a mini-trial. If Pearle Vision and Franchisee are still

unable to reach an accord upon satisfaction of the parties' obligation to mediate as provided above, then either party may submit the matter to the courts for resolution.

20.2 Reserved Court Issues. Disputes and controversies of the following types between Pearle Vision and Franchisee will not require mediation prior to instituting litigation, and either party may submit the matter directly to the courts for resolution: (a) any disputes arising between Pearle Vision and Franchisee relating to the failure to pay amounts owed (or amounts guaranteed by Pearle Vision on Franchisee's behalf); (b) any dispute involving termination of this Agreement; (c) any dispute involving the Marks or the Pearle Vision System, including matters of ownership of the Pearle Vision System or the Marks; (d) any dispute involving enforcement of the confidentiality provisions of this Agreement; (e) any dispute involving enforcement of the covenants not to compete set forth in this Agreement; (f) any judicial proceeding in equity seeking temporary restraining orders, preliminary injunctions, or other interlocutory relief. Furthermore, nothing in this Section 20 is intended to prevent either party from resorting to judicial intervention if any other species of interim relief from a court is necessary to prevent serious and irreparable injury to either party or to others.

21. ENFORCEMENT.

21.1 Governing Law; Venue. This Agreement is deemed to be entered into in Mason, Ohio, and all payments by Franchisee to Pearle Vision are deemed made in Mason, Ohio. Any disputes pertinent to this Agreement, the offer and sale of any EyeCare Center, the franchise relationship between the parties, and any claims at law or equity advanced by Franchisee against Pearle Vision, shall be governed by and construed in accordance with the laws of the state of Ohio. The United States District Court for the Southern District of Ohio - Western Division shall be the venue and exclusive proper forum in which to adjudicate any case or controversy arising, either directly or indirectly, under or in connection with this Agreement. Nothing in this Section 21.1 is intended to invoke application of any franchise or any similar law, rule or regulation, of the state of Ohio or of any other state, which would not otherwise apply.

21.2 Construction; Severability. All references in this Agreement to the singular include the plural where applicable. Paragraph captions are inserted only for convenience and reference and are not intended to define, limit, or describe the scope, intent, or language of this Agreement or any provisions hereof. If any part of this Agreement were for any reason to be held invalid, the remaining parts will continue in full force and effect. The Recitals found on page 1 of this Agreement are fully incorporated by reference as part of this Agreement. The verb "include" and its variations (such as "including") are non-exclusive.

21.3 Costs of Enforcement. Franchisee agrees to reimburse Pearle Vision for any reasonable attorneys' fees, experts' fees, court costs and expenses of litigation Pearle Vision incurs related to its successful enforcement of this Agreement.

21.4 Notices. Any notice required under this Agreement must be in writing and may be delivered by certified mail, registered mail, electronic mail, fax, overnight courier, or by physically delivering the notice in person. All notices to Pearle Vision should be sent to Luxottica of America Inc., Attention: Legal Department, 4000 Luxottica Place, Mason, Ohio 45040, or to such other address as Pearle Vision designates in writing. All notices to Franchisee may be addressed to the Notice Address or at any Location, pursuant to Pearle Vision's reasonable discretion. If there are extenuating circumstances involving Franchisee, Pearle Vision may pursue alternative forms of notice such as publication.

Notices sent by certified mail or registered mail will be deemed to have been received upon delivery of the notice or the first attempted delivery by the postal service. All other forms of notice will be deemed received on the date of actual delivery.

21.5 No Waiver. No failure of Pearle Vision to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Pearle Vision's right to demand exact compliance with any of the terms hereof. Waiver by Pearle Vision of any particular default of Franchisee shall not affect or impair Pearle Vision's rights with respect to any subsequent default of the same, similar, or different nature; nor shall any delay, force, or omission of Pearle Vision to exercise any power or right arising out of any breach of default by Franchisee of any of the terms, provisions, or covenants hereof, affect or impair Pearle Vision's right to exercise the same, nor shall such constitute a waiver by Pearle Vision of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by Pearle Vision of any payments due to it hereunder shall not be deemed to be a waiver by Pearle Vision of any preceding breach by Franchisee of any terms, covenants, or conditions of this Agreement.

21.6 Entire Agreement.

A. This Agreement, together with the referenced attachments and documents, will be construed together and will constitute the entire agreement between Pearle Vision and Franchisee concerning the subject matter of this Agreement, and will supersede all prior understandings and agreements between Pearle Vision and Franchisee regarding any EyeCare Center. This Section 21 is not intended to disclaim the disclosures contained in the FDD. This Agreement incorporates the standards and specifications of the Pearle Vision System as communicated by Pearle Vision from time to time. Otherwise, it may not be amended without the written agreement of both parties, in accordance with Section 21.7.

B. Addendum 3 to this Agreement is a compilation of state specific addenda required, for the most part, by state franchise law administrators under the various state franchise registration and disclosure laws or equivalent laws. To the extent that the offer and sale of this Agreement to Franchisee would be governed by any such law, this Agreement should be considered amended to include any applicable attached corresponding state addendum.

21.7 Modification of Agreement. This Agreement may not be modified, amended, or altered except by an instrument signed by all of the parties to this Agreement. Notwithstanding the preceding sentence, Franchisee understands and agrees that Pearle Vision may, from time-to-time, issue new (or amend or modify existing) standards, operating procedures, policies and guidelines pertaining to the Pearle Vision System. Pearle Vision has the right to operate, develop, and change the System in any manner that is not specifically precluded by this Agreement. Whenever Pearle Vision has reserved in this Agreement a right to take or withhold an action, or to grant or decline to grant Franchisee a right to take or omit an action, except as otherwise expressly and specifically provided in this Agreement, Pearle Vision may make decisions or exercise rights on the basis of the information readily available to Pearle Vision, and Pearle Vision's judgment of what is in its best interests and/or in the best interests of Pearle Vision's Franchised network, at the time the decision is made, shall be deemed to be reasonable and enforceable, without regard to whether other reasonable or even arguably preferable alternative decisions could have been made and without regard to whether the decision or the action taken promotes Pearle Vision's financial or other individual interest. The parties agree that they will execute any amendments or modifications to this Agreement as may from time-to-time be required as a result of changes in governing law.

21.8 Covenant of Good Faith. If applicable law shall imply a covenant of good faith and fair dealing in this Agreement, the parties agree that such covenant shall not imply any rights or obligations that are inconsistent with, or in addition to, the terms of this Agreement. Additionally, if applicable law shall imply such covenant, Franchisee acknowledges and agrees that: (a) this Agreement (and the relationship of the parties which is inherent from this Agreement) grants Pearle Vision the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with Pearle Vision's explicit rights and

obligations hereunder that may affect favorably or adversely Franchisee's interests; (b) Pearle Vision will use its judgment in exercising such discretion based on its assessment of its own interests and balancing those interests against the interests of the owners of Pearle Vision EyeCare Centers generally (including Pearle Vision, and its affiliates and franchisees), and specifically without considering Franchisee's individual interests or the individual interests of any other particular Franchisee; (c) Pearle Vision will have no liability to Franchisee for the exercise of its discretion in this manner, so long as such discretion is not exercised in bad faith toward Franchisee; and (d) in the absence of such bad faith, no trier of fact in any legal action shall substitute its judgment for our judgment so exercised.

21.9 Limitation of Claims. Franchisee agrees that any claims by Franchisee against Pearle Vision arising out of, or relating to, this Agreement may not be commenced by Franchisee unless brought before the earlier of: (a) the expiration of one (1) year after the act, transaction, or occurrence upon which such claim is based; or (b) one (1) year after this Agreement expires or is terminated for any reason. Franchisee agrees that any claim or action not brought within the periods required under this Section 21.9 shall forever be barred as a claim, counterclaim, defense, or set off.

21.10 Waiver of Right to a Jury and Punitive Damages. Pearle Vision and Franchisee hereby knowingly, voluntarily and intentionally agree as follows:

A. **Pearle Vision and Franchisee both expressly waive the right either may have to a trial by jury in any action, proceeding, or counterclaim brought by or against either party;** and

B. Pearle Vision and Franchisee both expressly waive any claim for punitive, multiple, and/or exemplary damages, except that Pearle Vision shall free at any time hereunder to bring an action or willful trademark infringement and, if successful, to receive an award of multiple damages as provided by law.

22. FRANCHISEE ACKNOWLEDGMENTS AND REPRESENTATIONS.

22.1 Acknowledgments and Representations. Franchisee acknowledges and represents:

A. No representations or warranties have been made by Pearle Vision regarding Franchisee's future success relating to any EyeCare Center.

B. No representations or warranties have been made by Pearle Vision regarding Franchisee's ability to procure any required license or permit that may be necessary to the offering of one or more of the services contemplated to be offered by the Franchisee.

C. The covenants not to compete set forth in this Agreement are fair and reasonable, and will not impose any undue hardship on Franchisee, since Franchisee has other considerable skills, experience, and education that afford Franchisee the opportunity to derive income from other endeavors.

D. This Agreement will not be effective or binding on Pearle Vision unless and until it has been accepted and signed by an authorized officer of Pearle Vision.

E. Franchisee acknowledges Franchisee alone is responsible for causing the EyeCare Center to operate in full compliance with all applicable laws, and that Pearle Vision has no duty whatsoever to notify Franchisee of or advise Franchisee about its legal compliance obligations.

F. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming

reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

G. All information that Franchisee set forth in all applications, financial statements, and submissions to Pearle Vision is true, complete, and accurate in all respects.

22.2 Confirmation. BY INITIALING THIS SECTION, FRANCHISEE HEREBY CONFIRMS THAT FRANCHISEE HAS READ AND UNDERSTANDS EACH OF THE ACKNOWLEDGEMENTS AND REPRESENTATIONS IN SECTION 22.1, ABOVE, AND THAT EACH SUCH ACKNOWLEDGEMENT AND REPRESENTATION IS TRUE AND CORRECT TO THE BEST OF FRANCHISEE'S KNOWLEDGE AND BELIEF.

Initial on behalf of Franchisee

Print name of person initialing

Title

Date

23. MISCELLANEOUS

A. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same Agreement.

B. This Agreement may be signed using electronic signatures.

[Signature Page Follows]

The parties have executed this Agreement as of the dates set forth below their respective signatures, but effective for all purposes as of the Effective Date set forth in Section 1.4.

FRANCHISEE:

PEARLE VISION:
LUXOTTICA OF AMERICA INC.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

OR

By: _____
Individually: _____
Date: _____

SCHEDULE 1.16 DEFINED TERMS

1.16.1. **Additional Inventory** consisting of stock Lenses, Contact Lenses, shopping bags, receipt holders, receipt paper, and other accessories.

1.16.2. **Advertising Contribution** means eight percent (8%) of Gross Revenues.

1.16.3. **Business Entity** means the business entity of Franchisee as designated in Section 1.1 of this Agreement.

1.16.4. **Contact Lenses** means a thin plastic lens placed directly on the surface of the eye to correct visual defects.

1.16.5. [left intentionally blank]

1.16.6. **Designated Developer** means an individual who will have primary responsibility for the development activities of Franchisee under this Agreement.

1.16.7. **Designated Operator** means a single individual contact person with authority to act in all matters for Franchisee and who has primary responsibility for operating the EyeCare Center.

1.16.8. **Effective Date** means the effective date of this Agreement as specified in Section 1.4 of this Agreement.

1.16.9. **Equity Owners** means the individuals who are direct and indirect Owners of all equity in the Franchisee, as more fully described in Section 1.5 of this Agreement.

1.16.10. **Existing Franchisee** means an individual or entity that currently operates one (1) or more EyeCare Centers.

1.16.11. **Expiration Date** means the expiration date of this Agreement as noted in Section 17.1.

1.16.12. **Frames** means plano or prescription frames in categories such as ophthalmic, sun, youth, clearance, steals and deals, readers, safety, and special promotions.

1.16.13. **Frame Capacity** means the total amount of board space available to display Frames at the EyeCare Center.

1.16.14. **Frame Board Management** means the amount of the Frame Capacity that Pearle Vision will manage including placing all orders for Frames and automatically replenishing any Frames Pearle Vision deems necessary, in its sole discretion, to fulfill the requirements of the Pearle Vision System.

1.16.15. **Full Service Equipment** shall include, but not be limited to, (a) a tracer; and (b) such additional equipment as specified by Pearle Vision.

1.16.16. **Full Service Equipment Ordering Deadline** shall be the date specified by Pearle Vision by which Franchisee must order the Full Service Equipment, which will take into account the Full Service Equipment Installation Deadline for the Location.

1.16.17. **Full Service Equipment Installation Deadline** shall be: (a) as for new locations, the Full Service Equipment must be installed by no later than the opening of the Location for business; and (b) for transferred EyeCare Centers or Independent Conversion EyeCare Centers, the tracer (and any other Full Service Equipment required by Pearle Vision) must be installed no later than the 90 days after the Effective Date.

1.16.18. **Grand Opening Amount** means an amount Franchisee shall spend to advertise the grand opening of the EyeCare Center as specified in the Location Addendum.

1.16.19. **Gross Revenues** means all amounts, whether direct or indirect, that are generated or received from, through, or by, or which are in any fashion connected with the retail operation of the EyeCare Center, including the following: (a) an optometric professional's gross receipts related to optical product sold in accordance with an Optical Product Agreement (as defined in Section 5.4) or Package Price Discount Transaction (as defined in Section 8.2); (b) the sale of warranties, breakage protection plans, other services, and/or co-payments; and (c) any other products or services generated or received that are in any fashion related to the operation of the EyeCare Center. Gross Revenues shall not include Professional Fee Revenues (as defined in Section 1.16.35).

1.16.20. **Incremental Gross Revenues** mean Gross Revenues as defined by Section 1.16.19 less the amount of Franchisee's (or its predecessor's) gross revenues (calculated in the same manner as Gross Revenues under this Agreement) at the Location during the same month in the year immediately preceding the Effective Date. Incremental Gross Revenues shall be calculated monthly. In any month that Incremental Gross Revenues do not exceed \$0.00, there shall be no Independent Conversion Royalty due, nor shall the amount less than \$0.00 be applied against any future month's calculation of Incremental Gross Revenues.

1.16.21. **Independent Conversion** means an existing, independently operated optical store that Franchisee converts to a Pearle Vision. The Pearle Vision EyeCare Center must be located at the same site where the independently operated optical store was located. Franchisee may convert their independent optical retail store to an EyeCare Center. Generally, the Independent Conversion EyeCare Center averages 1,750 to 2,400 square feet or more with approximately a 900 frame unit capacity and located in a free-standing strip center location.

1.16.22. **Independent Conversion Royalty** means seven percent (7%) of monthly Incremental Gross Revenues.

1.16.23. **Initial Franchise Fee** means those fees indicated in the Location Addendum.

1.16.24. **Inventory** means Frames, Lenses and Contact Lenses.

1.16.25. **Lab Services** shall mean surfacing, edging, finishing, eyeglass Lenses, lens upgrades, lens coatings, or other products or processes that Franchisee requires to produce a complete pair of eyewear.

1.16.26. **Lab Service Management** means requiring use of specific laboratories to provide Lab Services.

1.16.27. **Lenses** means a transmissive optical device made from transparent materials to correct visual defects and by incorporation into a Frame to make a pair of eyewear.

1.16.28. **Lens Management** means placing all orders for Lenses and Contact Lenses and automatically replenishing any Lenses and Contact Lenses Pearle Vision deems necessary, in its sole discretion, to fulfill the requirements of the Pearle Vision System.

1.16.29. **Location** means the physical address where the EyeCare Center is located as described in the Location Addendum.

1.16.30. **Location Effective Date** means the date set forth in the Location Addendum which commences the initial term for the EyeCare Center.

1.16.31. **Location Expiration Date** means the expiration date for the EyeCare Center as noted in the Location Addendum.

1.16.32. **New EyeCare Center** means a store with an optical retail dispensary, retail area, optometric waiting area, exam lane, pre-test room, contact lens fitting room, and finishing lab. A New EyeCare Center is typically 1,750 to 2,400 square feet or more with approximately a 900 frame unit capacity and located in a free-standing strip center or mall location.

1.16.33. **Open Date** means a date no later than twelve (12) months after the Effective Date of this Agreement.

1.16.34. **POS** shall be the point-of-sale register and practice management system software, including any hardware needed to operate the software as set forth in the Operations Portal or otherwise in writing. The current POS is AcuityLogic™, but may change in the future.

1.16.35. **Professional Fee Revenues** means all amounts, whether direct or indirect, that are generated or received by the optometric or ophthalmologic office operated in proximity to the Location for professional services rendered, including eye exams and medical treatment, but exclusive of sales of any optical product or materials.

1.16.36. **Renewal** means an extension of Franchisee's right to Franchise the Location, and as further defined in Renewal Addendum of this Agreement.

1.16.37. **Service Fee** generally shall not exceed \$400 per month. Pearle Vision, however, reserves the right to charge an additional service related fee on a case by case basis if Pearle Vision provides Franchisee with additional services such as a solution to manage managed vision care claims.

1.16.38. **Service Standards** shall mean certain standards of service as detailed in the Operations Portal, including but not limited to the following: (i) maintaining acceptable scores on quality or other reviews as determined by Pearle Vision; (ii) providing optometric and optical services to Medicare members, primary eye care, and medically inclined eye exam experiences as defined by Pearle Vision; (iii) satisfactory completion of specialized training; (iv) participation in and honoring of Pearle Vision eyeglass guarantees; (v) creation of, participation in, and honoring of customer service and recovery programs; and (vi) adherence to additional advertising and marketing programs.

1.16.39. **Trade Area** means, if the EyeCare Center will be located in a new facility, the geographical area where Franchisee must find the Location as contemplated by Section 2.2 and as described in the Location Addendum.

1.16.40. **Under Construction** means as:

Single Use Free Standing Facility: At the time the plans and specifications have been approved by Pearle Vision, the excavation has been completed, and all footings are formed and poured for the building.

Multiple Tenant Facility: At the time the plans and specifications have been approved by Pearle Vision and the landlord of the facility has provided Franchisee access to the site for purpose of finish-out construction.

Full Remodel or Relocate: At the time the plans and specifications have been approved by Pearle Vision and the full remodel or relocation work has commenced (as required in Section 4.1A) no later than six (6) months after the Effective Date of this Agreement. If the EyeCare Center is an Independent Conversion, Franchisee shall, simultaneously with the execution of this Agreement enter into the Independent Optical Retail Store Conversion Addendum attached hereto.

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Schedule 5.5

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between Franchisee (“Covered Entity”) and Pearle Vision (“Business Associate”), effective as of the Business Associate Effective Date, as defined below.

Defined Terms

Any capitalized terms used but not otherwise defined in this Agreement shall have the respective meanings given those terms under the Franchise Agreement between Pearle Vision and Covered Entity and/or HIPAA (as defined below).

“**Breach**” means the unauthorized acquisition, access, use, or disclosure of unsecured PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.

“**Business Associate Effective Date**” shall be defined as the earlier of: (a) the first date on which protected health information (as defined below) is disclosed to, or created or received by Pearle Vision or Covered Entity, and Pearle Vision as business associate.

“**Covered Entity**” shall be defined as the Franchisee.

“**ePHI**” means any PHI that is received, maintained, transmitted or utilized for any purpose in electronic form by Pearle Vision on behalf of Covered Entity.

“**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996, as amended by the Stimulus Act; and regulations adopted pursuant thereto, including but not limited to 45 C.F.R. Parts 160 and 164.

“**HITECH**” means the American Recovery and Reinvestment Act of 2009 (P.L. 111-5), Div. A, Title XIII and Div. B, Title IV, the Health Information Technology for Economic and Clinical Health Act.

“**Omnibus Final Rule**” means the Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules, as published at 78 FR 5565 on January 25, 2013, when and as effective.

“**Party**” or “**Parties**” shall be defined as Covered Entity and Pearle Vision.

“**PHI**” shall be defined as “**Protected Health Information,**” as that term is defined in the Privacy and Security Rules. “**ePHI**” means “**Electronic Protected Health Information,**” as that term is defined in the Privacy and Security Rules. PHI includes PHI that is ePHI as well as PHI that does not constitute ePHI.

“**Required by Law**” has the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

“**Secretary**” shall be defined as the Secretary of the Department of Health and Human Services or his/her designee.

“**Security Incident**” shall be defined as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

“**Service Agreement**” shall be defined as the Franchise Agreement this Schedule is attached hereto, and under which Pearle Vision, as the Franchisor, provides services to Covered Entity.

“**Unsecured PHI**” or “**Unsecured Protected Health Information**” includes PHI in any form that is not secured through use of a technology or methodology specified in the HITECH, those being: (1) encryption for ePHI in accordance with the appropriate NIST standards for data at rest and in transit; or (2) destruction for other forms of PHI.

Background Information

A. Franchisee is a “Covered Entity” as that term is defined under HIPAA, including the Omnibus Final Rule, and the HIPAA administrative simplification regulations, 45 C.F.R. Parts 160 and Part 164, Subparts A, C and E (Subpart E, together with the definitions in Subpart A is known as the “Standards for Privacy of Individually Identifiable Health Information” (the “**Privacy Rule**”) and Subpart C, together with the definitions in Subpart A, is known as the “Security Standards for the Protection of Electronic Protected Health Information” (the “**Security Rule**”) (the Privacy Rule and the Security Rule are collectively called the “**Privacy and Security Rules**”).

B. Covered Entity and Pearle Vision are parties to the Service Agreement, under which Pearle Vision provides certain services to Covered Entity. In connection with its services under the Service Agreement, Pearle Vision will have access to PHI and ePHI, as defined in 45 C.F.R. §160.103, regarding Covered Entity’s patients. Such access results in Pearle Vision’s use, disclosure, maintenance and/or creation of PHI, including ePHI, on behalf of Covered Entity. Pearle Vision’s provision of services to Covered Entity, when coupled with Covered Entity’s disclosure of PHI to Pearle Vision, makes Pearle Vision a “business associate” of Covered Entity, as the term is defined in 45 C.F.R. §160.103.

C. The purpose of this Agreement is to comply with the requirements of the Privacy and Security Rules, including, but not limited to, the Business Associate Agreement requirements at 45 C.F.R. §§ 164.314(a) and 164.504(e), and to satisfy the provisions of HITECH that: (i) affect the relationship between a Business Associate and a Covered Entity and which under HITECH require amendments to the Business Associate Agreement; and (ii) enable Covered Entity to comply with HITECH’s requirements to notify affected individuals in the event of a Breach of Unsecured Protected Health Information.

D. Covered Entity’s disclosure of PHI to Pearle Vision, and Pearle Vision’s use, disclosure and creation of PHI for or on behalf of Covered Entity, is subject to protection and regulation under the Privacy Rule. To the extent such use, disclosure or creation involves ePHI, such ePHI is subject to protection and regulation under the Security Rule. Pearle Vision acknowledges it shall comply with the Privacy and Security Rules regarding the use and disclosure of PHI and ePHI, pursuant to this Agreement and when and as required by HITECH and its implementing regulations.

Therefore, Covered Entity and Pearle Vision agree as follows:

Statement of Agreement

1. **HIPAA Compliance.** During the term of this Agreement, to the extent Pearle Vision has access to, creates, receives, uses, or discloses PHI for or on behalf of Covered Entity, Pearle Vision shall comply with the requirements under HIPAA that are applicable to Business Associates. Without limiting the foregoing, Pearle Vision may use or disclose PHI only if such use or disclosure is permitted by this Agreement, the Privacy and Security Rules, HITECH, or otherwise Required by Law.

2. Scope of Uses and Disclosures by Pearle Vision as Business Associate.

(a) Use of PHI. Pearle Vision may use or disclose the PHI disclosed to, received, or created by it: (i) to perform functions, activities, or services for, or on behalf of, Covered Entity pursuant to the Service Agreement, as it may be amended from time to time, or for other related purposes requested or approved by Covered Entity, provided that such uses or disclosures would not violate the Privacy Rule if done by a Covered Entity or the Minimum Necessary policies and procedures of Pearle Vision; (ii) to perform its obligations under this Agreement; (iii) to properly manage and administer Pearle Vision's business or carry out Pearle Vision's legal responsibilities; (iv) for "data aggregation functions," as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), with respect to health care operations of Covered Entity; (v) as otherwise expressly permitted by HIPAA or Required by Law; and (vi) for Pearle Vision's own business activities, including the proper management and operation of Pearle Vision. Covered Entity shall not request that Pearle Vision use or disclose PHI in any manner that would not be permitted under HIPAA if done by Covered Entity as a Covered Entity.

(b) Disclosure of PHI. If, pursuant to clause 2(a)(iii) of this section, provided that disclosures are Required by Law, Pearle Vision discloses PHI to others, Pearle Vision shall obtain reasonable written assurances from the recipient of the PHI that (A) such PHI shall be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to such recipient by Pearle Vision, and (B) that the recipient shall notify Pearle Vision within five (5) business days of any instances of which it becomes aware that the confidentiality of the information has been breached.

(c) Limitation on Remuneration for PHI. With regard to its use and/or disclosure of PHI necessary to perform its obligations to Covered Entity and to comply with HITECH, Pearle Vision agrees not to receive direct or indirect remuneration for any exchange of PHI not otherwise authorized under HITECH without individual authorization, unless (i) Covered Entity has approved of such activity in writing advance of such disclosure or sale and, when directed to do so by Covered Entity, Pearle Vision has obtained from the Individual a valid written authorization that PHI can be further exchanged for remuneration by the entity receiving PHI of the Individual, and all other requirements under applicable HIPAA regulations are met; (ii) specifically required for the provision of services under the Service Agreement; (iii) for treatment purposes; (iv) providing the individual with a copy of his or her PHI; or (v) otherwise determined by the Secretary in regulations. . The compensation of Pearle Vision for performance of its services under the Service Agreement shall not constitute remuneration from the sale of PHI for purposes of this Section.

(d) Reporting Violation of Law. Pearle Vision may use PHI to report a violation of law to appropriate Federal and/or State authorities, consistent with 45 C.F.R. §164.502(j)(1).

(e) Minimum Necessary. Pearle Vision shall limit any use, disclosure, or request for use or disclosure to a "limited data set," as defined under HIPAA, to the extent practicable, or the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure, or request, in accordance with the requirements of HIPAA as amended from time to time.

3. Obligations of Pearle Vision as Business Associate.

(a) In General; Safeguards. Pearle Vision shall use or further disclose PHI only as permitted or required by this Agreement or as required by law. Pearle Vision shall use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as specifically authorized by this Agreement. Such safeguards shall at a minimum include: (i) a comprehensive written information privacy and security policy addressing the requirements of the Privacy and Security Rules, as amended by HITECH, that are

directly applicable to Pearle Vision; and (ii) periodic and mandatory privacy and security training and awareness for members of Pearle Vision's workforce.

(b) HIPAA Security Rule. Pearle Vision shall, as described in HITECH Act §13401, comply with 45 CFR §§ 164.308, 164.310, 164.312, and 164.316 of the Security Rule and acknowledges that such provisions apply to Pearle Vision in the same manner that they apply to Covered Entity. Therefore, Pearle Vision agrees that it is required to maintain appropriate and reasonable administrative, physical, and technical safeguards, including documentation of the same, so as to ensure that PHI is not used or disclosed other than as provided by this Agreement or as required by law, including the following:

(i) Administrative safeguards (implementation of policies and procedures to prevent, detect, contain, and correct security violations; conducting and documentation of risk analysis and risk management);

(ii) Physical safeguards (implementation of policies and procedures to limit physical access to PHI or ePHI or electronic information systems and related facilities);

(iii) Technical safeguards (implementation of policies and procedures creating and tracking unique user identification, authentication processes, and transmission security, which may include encryption);

(iv) Policies and procedures to reasonably and appropriately document the foregoing safeguards as required by the Security Rule; and

(v) Ensuring that any agent, including any subcontractor, to whom Pearle Vision provides ePHI agrees, in writing, to comply with these administrative, physical, and technical safeguards, as well as the policies, procedures, and document requirements contained within the Security Rule.

(c) HIPAA Privacy Rule; Covered Entity Access to Records. To the extent that Pearle Vision is responsible under the Service Agreement or this Agreement to carry out obligations of Covered Entity under the Privacy Rule, Pearle Vision shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations. Pearle Vision shall maintain such records of PHI received from, or created or received on behalf of, Covered Entity as may be reasonably necessary and appropriate in order for Covered Entity to comply with HIPAA with respect to the services described in the Service Agreement. Pearle Vision shall grant Covered Entity reasonable access to examine and copy, at Covered Entity's expense, such PHI, and records and documents of Pearle Vision related thereto, during normal business hours.

(d) Secretary Access to Books, Records, and Other Information. As required under the Privacy Rule, Pearle Vision shall make available to the Secretary Pearle Vision's internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by, Pearle Vision on behalf of Covered Entity, for purposes of determining compliance with HIPAA. Pearle Vision shall cooperate and assist Covered Entity in good faith with complying with the requirements of HIPAA and any investigation of Covered Entity regarding compliance with HIPAA conducted by the Secretary, the U.S. Department of Health and Human Services, its Office for Civil Rights, or any other administrative or judicial body with jurisdiction over Covered Entity.

(e) Designated Record Set. Pearle Vision shall comply with Covered Entity's requirements for maintaining a Designated Record Set, as defined by HIPAA, in connection with services performed under the Service Agreement. Pearle Vision shall make an Individual's Designated Record Set available

to Covered Entity for purposes of complying with such Individual's rights under HIPAA to access, copy, or amend such record.

(f) Accounting. Pearle Vision shall make available, within twenty (20) days following a written request from Covered Entity, any PHI or any other information in its possession reasonably required by Covered Entity to prepare, or reasonably assist Covered Entity in preparing, an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pearle Vision shall document disclosures of PHI in such a manner as will assist Covered Entity in responding to any request for an accounting of disclosures of PHI under said provision. With respect to written PHI, Pearle Vision shall have this information and documentation available for the six years preceding any request by Covered Entity. Notwithstanding the foregoing, if Pearle Vision has provided services to Covered Entity for less than the six-year period described herein, Pearle Vision shall be obligated to make available to Covered Entity only the information relating to the period during which Pearle Vision provided services to Covered Entity. If PHI is maintained in an Electronic Health Record ("**EHR**"), Pearle Vision shall, and shall require any of its agents or subcontractors to, document and maintain documentation of such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures in an EHR, when and as required by HITECH.

(g) Access to and Amendment of PHI. In accordance with an Individual's right to access or copy his or her own PHI under 45 C.F.R. § 164.524, and an Individual's right to append amendments to such PHI under 45 C.F.R. § 164.526, Pearle Vision shall make available all PHI maintained by Pearle Vision in a Designated Record Set to Covered Entity, or to the Individual to whom the information pertains, or to such Individual's Personal Representative, in any case within twenty (20) days following a written request by Covered Entity. For an EHR, such access or copies shall be made available in an electronic form or format if requested by the Individual. Pearle Vision shall append amendments to PHI in a Designated Record Set that Pearle Vision maintains, in accordance with a written request from Pearle Vision that includes the nature of the amendment to be appended, within the time period necessary to enable Covered Entity to timely comply with an Individual's request for amendment under 45 C.F.R. § 164.526.

(h) Mitigation; Reporting. Pearle Vision shall mitigate any harmful effect that is known to Pearle Vision of a use or disclosure of PHI by Pearle Vision that violates the requirements of this Agreement or applicable law. In addition to any other obligations or remedies applicable under this Agreement, Pearle Vision shall take any other reasonable and appropriate actions available to it to mitigate any detrimental effects of a violation of HIPAA, a Breach of Unsecured PHI, or a failure by Pearle Vision to comply with the terms and conditions of this Agreement.

(i) Civil and Criminal Liability. Pearle Vision acknowledges that it shall be liable under the civil and criminal enforcement provisions set forth at 42 USC §§1320d-5 and 1320d-6, as amended from time to time, for failure to comply with any use or disclosure requirements of this Agreement with respect to PHI and for failure to comply with its direct obligations under the Privacy and Security Rules and HITECH.

(j) Notification of Security Incidents and Breach of Unsecured PHI.

(i) Notification. Pearle Vision shall immediately, but in no case longer than twenty (20) business days following discovery, notify Covered Entity of any actual or suspected Security Incident or Breach of Unsecured Protected Health Information. The notice shall include: (A) the identification of each Individual whose PHI or Unsecured PHI has been or is reasonably believed by Pearle Vision to have been accessed, acquired, used or disclosed during the Security Incident or Breach, (B) a brief description of what happened, including the date of the Security Incident or Breach and the date of the discovery of the Security Incident or Breach, (C) a description of the

types of PHI or Unsecured PHI that were involved in the Security Incident or Breach, (D) any preliminary steps taken to mitigate the damage, and (E) a description of any investigatory steps taken. In addition, Pearle Vision shall provide any additional information reasonably requested by Covered Entity for purposes of investigating a Breach of Unsecured PHI or any other available information that Covered Entity is required to include to the individual under 45 C.F.R. §164.404(c). Pearle Vision's notification of a Breach of Unsecured PHI under this Section shall comply in all respects with each applicable provision of the Privacy and Security Rules, HIPAA, and HITECH.

(ii) Covered Entity Rights. Covered Entity shall have the sole right to determine, with respect to a Breach: (A) whether notice is to be provided to Individuals, regulators, law enforcement agencies, consumer reporting agencies, media outlets and/or the Department of Health and Human Services, or others as required by law or regulation, in Covered Entity's discretion; and (B) the contents of such notice, whether any type of remediation may be offered to Individuals affected, and the nature and extent of any such remediation. The Parties acknowledge that the ultimate determination of whether a potential Breach has compromised the privacy or security of an Individual's PHI, and authority for notifying Individuals of such Breach, lies solely with Covered Entity.

(iii) For any unauthorized use or disclosure of PHI by Pearle Vision, its workforce members, or Subcontractors that does not constitute a Breach of Unsecured PHI, Pearle Vision shall document, in a written breach analysis made available to Covered Entity upon request, Pearle Vision's risk assessment that includes the factors relied upon by Pearle Vision to determine that there is a low probability that the PHI was compromised, including, but not limited to, the factors listed under 45 C.F.R. § 164.402.

(k) Data Use Agreement. If Pearle Vision is the recipient of a "limited data set," as defined by HIPAA, or if Pearle Vision is engaged by Covered Entity to create a limited data set for purposes of Covered Entity's health care operations, this Agreement shall also be considered to be a "data use agreement," as defined by HIPAA, that establishes the permitted uses and disclosures of the information by Pearle Vision as a limited data set recipient as required by HIPAA. To the extent that, and for as long as, it possesses limited data set information for or on behalf of Covered Entity, Pearle Vision hereby agrees to fully comply with the requirements of HIPAA with respect to limited data set information, including without limitation, 45 C.F.R. §164.514(e). The provisions of this Agreement relative to PHI shall also apply to limited data set information, if any, in the possession or control of Pearle Vision. Limited data set information may be used or disclosed by Pearle Vision only for the purposes of research, public health, or health care operations of Covered Entity. Pearle Vision may not disclose limited data set information in a manner that would violate HIPAA if Pearle Vision were a covered entity thereunder. Pearle Vision may only disclose limited data set information to and permit the use of such information by other persons as may be agreed upon between Covered Entity and Pearle Vision in writing from time to time. Pearle Vision shall not identify or attempt to identify the Individual(s) to whom the limited data set information pertains or contact or attempt to contact the Individual(s) that Pearle Vision believes to be the subject of any limited data set information.

4. Obligations of Covered Entity. Covered Entity shall: (a) provide Pearle Vision with the Notice of Privacy Practices that Covered Entity produces in accordance with the Privacy Rule, and any changes or limitations to such notice under 45 C.F.R. §164.520, to the extent that such changes or limitations may affect Pearle Vision's use or disclosure of PHI; (b) notify Pearle Vision of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to comply with under 45 C.F.R. §164.522, to the extent that such restriction may affect Pearle Vision's use or disclosure of PHI under this Agreement; and (c) notify Pearle Vision of any changes in or revocation of permission by an Individual to use or disclose

PHI, if such change or revocation may affect Pearle Vision's permitted or required uses and disclosure of PHI under this Agreement.

5. Term and Termination.

(a) Term. The term of this Agreement shall begin on the Business Associate Effective Date and shall end on the date on which the Service Agreement is terminated, subject to the provisions of Section 5 of this Agreement, which shall survive any expiration or termination of this Agreement.

(b) Termination of Business Associate. Upon Covered Entity's knowledge of a material breach of this Agreement or a violation of HIPAA, including, without limitation, a Breach of Unsecured PHI, committed by any workforce member or Subcontractor of Pearle Vision, Covered Entity shall notify Pearle Vision in writing, and, as determined in Covered Entity's sole discretion, Covered Entity shall either:

(i) terminate this Agreement and the Service Agreement between Covered Entity and Pearle Vision, if Pearle Vision does not cure the breach or end the violation within thirty (30) days of receiving notice of the breach from Covered Entity; provided, however, all of the obligations imposed on Pearle Vision under this Agreement shall continue with respect to PHI for which return or destruction by Pearle Vision under Section 5 hereof is not feasible; or

(ii) immediately terminate this Agreement and the Service Agreement between Covered Entity and Pearle Vision, if Pearle Vision (or a Subcontractor of Pearle Vision) has breached a material term of this Agreement and cure is not feasible as determined by Covered Entity; provided however, all of the obligations imposed on Pearle Vision under this Agreement shall continue with respect to PHI for which return or destruction by Pearle Vision under Section 5 hereof is not feasible.

(c) Return of PHI. At the end of the term of this Agreement, Pearle Vision shall return or destroy all PHI received from, or created or received by Pearle Vision on behalf of, Covered Entity that Pearle Vision maintains in any form and retain no copies of such information; provided that, if and to the extent Pearle Vision reasonably determines that such return or destruction is not feasible, including, without limitation, where retention is necessary for Pearle Vision to fulfill its legal responsibilities or as Required by Law, upon prior notice to and approval by Covered Entity (which approval shall not be unreasonably withheld) Pearle Vision shall not be required to return or destroy such PHI, but Pearle Vision shall extend the protections of this Agreement to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

6. Subcontractors.

(a) Pearle Vision shall ensure that each of its agents or subcontractors as defined in 45 C.F.R. § 160.103 ("Subcontractors") to whom it provides PHI received from, or created, used, or disclosed by Pearle Vision for or on behalf of Covered Entity, shall enter into a written business associate agreement with Pearle Vision containing the same restrictions, terms, and conditions as are applicable to Pearle Vision under this Agreement, including, without limitation, the requirement to implement administrative, physical, and technical safeguards, including the safeguards described in the Privacy and Security Rules, as amended by HITECH, with respect to ePHI that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that the Subcontractor creates, receives, maintains, or transmits on behalf of Covered Entity or Pearle Vision, and to report any Security Incident or unauthorized use or disclosure of PHI, as more fully described in this Agreement.

(b) Termination of Subcontractors. Upon Pearle Vision's knowledge of a material breach of the Business Associate Agreement between Pearle Vision and a Subcontractor, or a violation of HIPAA by

a Subcontractor, including, without limitation, a Breach of Unsecured PHI committed by a Subcontractor or its workforce member or Subcontractor, Pearle Vision shall notify Covered Entity of such occurrence, and either:

(i) terminate Pearle Vision's agreement with such Subcontractor if the Subcontractor does not cure the breach or end the violation within thirty (30) days of receiving notice of the breach from Pearle Vision; or

(ii) immediately terminate Pearle Vision's agreement with such agent or Subcontractor, if the Subcontractor has breached a material term of this Agreement, caused a Breach of Unsecured PHI, or otherwise violated HIPAA, and cure is not feasible as determined by Pearle Vision, or as so directed by Covered Entity.

7. HIPAA Amendments.

(a) In the event Congress or Department of Health and Human Services amends, supplements or otherwise modifies the administrative simplification provisions of the Privacy and Security Rules, HITECH, and any other implementing regulations or guidance (collectively, "HIPAA Amendments"), this Agreement shall be deemed automatically amended to incorporate any supplemental, amended, or modified requirements as are expressly applicable to Covered Entity and/or Pearle Vision, effective on the effective date of such amendment(s).

(b) Without limiting the foregoing, the Parties agree to negotiate and cooperate in good faith in the execution of any amendments, agreements, or other instruments deemed necessary or appropriate by the Parties in their reasonable discretion to carry out such HIPAA Amendments, or to effectuate compliance with an applicable state or federal law respecting use, disclosure, or security of any individual health information created, received, used, or disclosed by Pearle Vision hereunder.

8. Miscellaneous.

(a) Notices. All notices and other communications in connection with this Agreement to any Party shall be in writing and shall be deemed given when delivered personally, mailed by certified mail (return receipt requested) to that Party at the address for that Party set forth at the end of this Agreement (or at such other address for such Party as such Party shall have specified in a prior written notice to the other Parties), or delivered to Federal Express, United Parcel Service, or any similar express delivery service for next business day delivery to that Party at that address.

(b) Non-Waiver. The failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall not affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.

(c) Gender and Numbers; Headings. Where permitted by the context, each pronoun used in this Agreement includes the same pronoun in other genders and numbers, and each noun used in this Agreement includes the same noun in other numbers. The headings of the various sections of this Agreement are not part of the context of this Agreement, are merely labels to assist in locating such sections, and shall be ignored in construing this Agreement.

(d) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same Agreement.

(e) Amendment. Except as expressly required with respect to HIPAA Amendments described in Section 7 above, this Agreement may be amended only by written Agreement signed by Covered Entity and Pearle Vision.

(f) Binding Effect; Assignment or Delegation. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the Parties and their respective heirs, personal representatives, parents, subsidiaries, successors, and assigns.

(g) Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

(h) Survival. All representations, covenants, and agreements in or under this Agreement or any other documents executed in connection with the transactions contemplated by this Agreement, shall survive the execution, delivery, and performance of this Agreement and such other documents. The respective rights and obligations of Pearle Vision under Section 17 of this Agreement shall survive termination or expiration of this Agreement.

(i) Further Assurances. Each Party shall in good faith execute, acknowledge, or verify, and deliver any and all documents that may from time to time be reasonably requested by the other Party to carry out the purpose and intent of this Agreement.

(j) No Third Party Beneficiaries. This Agreement is intended for the exclusive benefit of Covered Entity and Pearle Vision and their respective successors and assigns, and nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any third party, and shall not be enforceable by any third party.

(k) Governing Law; Interpretation. This Agreement shall be interpreted and governed under the laws of the State of Ohio to effectuate compliance by Covered Entity with applicable provisions of HIPAA, the Privacy and Security Rules and HITECH. In addition, this Agreement shall continue to apply to the Service Agreement as it may subsequently be amended or restated. In the event of any inconsistency between the provisions of the Service Agreement, as so amended and restated (if applicable), and this Agreement, the provisions of this Agreement, to the extent necessary to enable Covered Entity to comply with applicable provisions of HIPAA, shall control. This Agreement supersedes all prior agreements or understandings regarding the subject matter of this Agreement.

Addendum 1

INDEPENDENT OPTICAL RETAIL STORE CONVERSION ADDENDUM

Franchisee wishes to convert its existing retail location to a Pearle Vision EyeCare Center and the parties wish to amend the Agreement to include specific terms and conditions regarding the conversion of the Location. Capitalized words not defined in this Addendum have the meanings ascribed to them in the Franchise Agreement between Pearle Vision and the Franchisee. In consideration of the mutual covenants contained in this Addendum, the parties agree as follows:

1. Franchisee agrees the conversion of the Location must be completed in accordance with this Addendum, any controlling lease for the Location, and the standards of the Pearle Vision System.

2. Franchisee agrees to complete the conversion of the Location by the Open Date.

3. Each of the parties (and its representatives) will co-operate to fully remodel or relocate the Location as outlined: _____

no later than _____, 20__.

4. Pearle Vision will review the Location and determine, in its sole discretion, the refurbishment work necessary to comply with then-current standards and specifications. Franchisee shall perform all refurbishment work required by Pearle Vision.

5. Franchisee understands and agrees that Pearle Vision prohibits the use of, or affiliation with, any customer relationship management (CRM) platform other than the official system currently prescribed by Pearle Vision and all periodic modifications thereto. Prior to opening the retail location as a Pearle Vision EyeCare Center, Franchisee, at its own expense and in a timely manner, must terminate any and all agreements and arrangements related to any other CRM and upload all data from its current CRM to the official system currently prescribed by Pearle Vision.

6. Upon execution of this Addendum, Franchisee must provide proof of sufficient funds on hand, line of credit, or other secured financing to complete the conversion of the Location.

7. The monthly sales revenues at the Location for the 12 months immediately preceding execution of the Franchise Agreement which shall be used to calculate the Incremental Gross Revenues are as follows:

January 20__	\$ _____	July 20__	\$ _____
February 20__	\$ _____	August 20__	\$ _____
March 20__	\$ _____	September 20__	\$ _____
April 20__	\$ _____	October 20__	\$ _____
May 20__	\$ _____	November 20__	\$ _____
June 20__	\$ _____	December 20__	\$ _____

8. Timely conversion of the Location and compliance with the inventory requirements outlined in Section A of this Addendum is of great importance to Pearle Vision and Franchisee.

9. If Franchisee fails to convert the Location by the Open Date, Pearle Vision may, at its option, immediately terminate this Addendum. Pearle Vision will refund, without interest, an amount equal to the Franchise Fee less Five Thousand Dollars (\$5,000) for administrative expenses. Unless otherwise prohibited by law, Franchisee agrees to execute Pearle Vision’s mutual release of any claims against Pearle Vision and its affiliates, and their respective officers, directors, agents, employees, representatives, successors, and assigns relating to this Addendum as such claims relate to this Addendum only. The parties have executed this Addendum as of the dates set forth below their respective signatures.

10. This Addendum may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same Addendum. This Addendum may be signed using electronic signatures.

FRANCHISEE:

PEARLE VISION:
LUXOTTICA OF AMERICA INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

OR

By: _____

Individually: _____

Date: _____

Addendum 2

RENEWAL ADDENDUM

Pearle Vision (or an affiliate of Pearle Vision) and Franchisee entered into a Franchise Agreement (the “*First Agreement*”) for the EyeCare Center, and that agreement has expired. Franchisee desires to continue to operate the EyeCare Center by entering into a new Pearle Vision Franchise Agreement (the “*New Agreement*”) and signing this Addendum to the New Agreement. Capitalized words not defined in this Addendum have the meanings ascribed to them in the New Agreement. In consideration of the mutual covenants contained in this Addendum, the parties agree as follows:

A. RENEWAL PROVISIONS

1. Term. Notwithstanding the term stated in Section 17.1 of the New Agreement, the term of the New Agreement will begin on the Location Effective Date and expire on the Location Expiration Date stated in the Location Addendum.

2. Requirements. Franchisee shall complete all renewal requirements required by the First Agreement and the SDSA of even date herewith. Franchisee’s right to terminate is conditional upon satisfying the requirements specified in the First Agreement, including conversion to a Full Service EyeCare Center.

3. Lease. If Franchisee does not have a lease to operate the Location, the term of the New Agreement shall be ten (10) years from the Effective Date. The term of the lease for any Location obtained within one hundred and eighty (180) days following the Effective Date must be consistent with the term of the New Agreement.

4. Survival. Notwithstanding any other provision of this Addendum, all duties, promises, and covenants of the parties under the New Agreement and Ancillary Agreements, which, by the terms of those agreements are to survive the termination of such agreements, including but not limited to Franchisee’s duty to indemnify and hold harmless Pearle Vision from all claims, losses, etc., related to the operation of the Location identified in the New Agreement (collectively the “*Post Termination Contractual Obligations*”), shall survive the execution of this Addendum, are not released by the terms of this Addendum, and shall remain in full force and effect in accordance with the terms of the respective agreements.

5. Material Inducement. Notwithstanding anything to the contrary herein or elsewhere expressed or implied, Pearle Vision’s consent to this Addendum is subject to the execution by Franchisee of a current Pearle Vision Franchise Agreement, a Lease Rider, and ancillary agreements. Each party acknowledges that Franchisee’s satisfaction of these conditions is a material inducement to Pearle Vision’s consent to this Addendum and the transactions contemplated hereby. Franchisee and Pearle Vision will execute any other documents necessary to effectuate the terms of the Addendum or the New Agreement.

B. RELEASE PROVISIONS. Franchisee, and Franchisee’s heirs, successors, and assigns, hereby release, acquit, and forever discharge Pearle Vision and its successors and assigns and officers, directors, agents, representatives, parent, subsidiary, and affiliated companies from all obligations, liabilities, claims, demands, actions, and rights of action of any type, kind, or nature that they may now have or hereafter have against the parties that arise, or have arisen, out of the Franchise Agreement, other agreements or contractual relations between them, the operation of the Franchised Location, or the actions of Pearle Vision and its respective employees, agents, or servants in conjunction therewith, except as to any violation of the

franchise law related to disclosure required by the state where the Location is located, an ongoing financial obligations to Pearle Vision, and any post-termination or post-expiration obligations outlined in the Franchise Agreement.

C. SEVERABILITY. If at any time any of the provisions of this Addendum shall be determined to be illegal, invalid, or unenforceable by reason of being vague or unreasonable as to duration, area, scope of activity, or otherwise, then this Addendum shall be considered divisible (with the other provisions to remain in full force and effect) and the illegal, invalid, or unenforceable provisions shall become and be deemed to be immediately amended to include only such time, area, scope of activity, and other restrictions as shall be determined to be legal, valid, and enforceable by the court or other Authority having jurisdiction over the matter, and the parties hereto expressly agree that this Addendum, as so amended, shall be legal valid and enforceable as though any illegal, invalid, or unenforceable provision had not been included herein.

D. AMENDMENT. This Addendum may be amended, modified, or waived but only in a writing signed by the parties hereto.

E. ENTIRE UNDERSTANDING. This Addendum sets forth the entire agreement and understanding of the parties hereto with respect to the release set forth herein and supersedes any prior agreements, arrangements, and understandings among the parties relating to the subject matter hereof.

F. COUNTERPARTS. This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Addendum may be signed using electronic signatures

The parties have executed this Addendum as of the dates set forth below their respective signatures.

FRANCHISEE:

PEARLE VISION:
LUXOTTICA OF AMERICA INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

OR

By: _____

Individually: _____

Date: _____

Addendum 3

STATE ADDENDA TO FRANCHISE AGREEMENT

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

The California Department of Financial Protection and Innovation requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq. To the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. The California Franchise Relations Act provides rights to Franchisee concerning termination or non-renewal of the Franchise Agreement, which may supersede provisions in the Franchise Agreement, specifically Sections 17.2 and 18.
2. Section 14 contains a covenant not to compete that extends beyond the expiration, termination, transfer, or assignment of the Franchise Agreement; this covenant is void to the extent it is not enforceable under California Law.
 - a. Section 14.2 is limited to signatories to the Franchise Agreement and to the extent needed to protect Pearle Vision's trade secrets or legitimate business interests as permitted by California law.
 - b. If Franchisee and its guarantors do not strictly comply with the post-term covenant set forth in Section 14.2 of the Franchise Agreement, and if the post-term covenant set forth in Section 14.2 is held to be unenforceable, Franchisee or its guarantors must, upon written demand, pay to Pearle Vision a lump-sum payment in an amount calculated as follows: (a) the average of Franchisee's Royalty fees and Advertising Contributions due for the 12 months before the expiration, termination, transfer, or assignment of the EyeCare Center (or, if lesser, the months Franchisee had been operating before the expiration, termination, transfer, or assignment), (b) multiplied by the lesser of 12 or the number of months remaining in the term of this Agreement.
 - c. The payments called for in Section (1) above constitute liquidated damages for the loss of Pearle Vision's goodwill to Franchisee and is not a penalty. The parties understand and agree that a precise calculation of the full extent of damages that Pearle Vision will incur if Franchisee does not comply with the terms of the post-term covenant set forth in Section 14.2 cannot be exactly determined. Nevertheless, the parties agree that the lump-sum payment provided in Section (1) above is a reasonable estimate of Pearle Vision's damages in light of the loss of goodwill that may reasonably be expected to occur in such event.
 - d. The amount contemplated under Section (1) above is not a penalty and is intended by the parties only as a compensatory remedy for loss of goodwill by Pearle Vision to Franchisee. The sum contemplated in Section (1) above does not represent a price for the privilege of not performing. Accordingly, as a purely liquidated damages provision, this Section does not preclude, and is not inconsistent with, a court granting Pearle Vision specific performance or any other equitable remedies, such as an injunction, to prevent future breaches. Pearle Vision's rights to

liquidated damages and specific performance or any other equitable relief are not mutually exclusive.

3. Section 18.3, which terminates the Franchise Agreement upon the bankruptcy of Franchisee. This requirement is void to the extent it is not enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).
4. Section 20.1 requires that the parties attempt to resolve most disputes in mediation or another form of alternative dispute resolution. This requirement is void to the extent it is not enforceable under California law.
5. Section 21.1 requires application of the laws of Ohio and requires that all lawsuits be adjudicated in the U.S. district court for the Southern District of Ohio. This requirement is void to the extent it is not enforceable under California law.
6. Section 21.3 requires attorneys' fees to be paid to Pearle in the event of successful enforcement of the Franchise Agreement. This requirement shall be modified to permit the prevailing party to recover attorneys' fees as required by California law.
7. The Franchise Agreement, Sections 16.2.A and 17.2.C, requires Franchisees to execute a general release of claims upon transfer or renewal of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law, and Section 20010 voids a waiver of your rights under the Franchise Relations Act. To the extent required by such laws, Franchisee shall not be required to execute a general release that does not comply with these or other California laws.

Additionally, in accordance with CAL. BUS. & PROF. CODE § 655, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. Section 2.1 restricts Franchisee from engaging in the wholesale sale and/or distribution of any optical product that comprises or may in the future comprise part of the Pearle Vision System. To clarify, if Franchisee is an optical company or a registered dispensing optician, and leases space to an optometrist or ophthalmologist, Franchisee's sublease to the optometrist [or ophthalmologist] must restrict that sublessee from engaging in the wholesale sale or distribution of spectacles, frames, Lenses, Contact Lenses, other ophthalmic products or any substantially similar therapeutic ophthalmic products, which are defined as Lenses or other products providing direct treatment of eye disease or visual rehabilitation of diseased eyes.
2. Section 5.4 requires that no optical products are dispensed from an optometric or ophthalmologic office located in proximity to the EyeCare Center. To clarify, if Franchisee is an optical company or a registered dispensing optician, and leases space to an optometrist [or ophthalmologist], Franchisee's sublease to the optometrist or ophthalmologist must restrict that sublessee from selling spectacles, frames, lenses, Contact Lenses, other ophthalmic products or any substantially similar therapeutic ophthalmic products, which are defined as Lenses or other products providing direct treatment of eye disease or visual rehabilitation of diseased eyes.
3. Section 5.8 permits Pearle Vision to inspect the Location at all reasonable times. To clarify, Franchisee's sublease to any optometrist or ophthalmologist must provide that Pearle Vision can

access the optometrist's or ophthalmologist's premises to make inspections at reasonable times to the extent permitted by law.

4. Section 8.2.A permits Franchisee to combine a professional service with the purchase of an optical product for a single price. To clarify, Franchisee, either directly or through its subleasing optometrist or ophthalmologist, may not include a professional service with the purchase of an optical product for a single price.
5. Section 13 provides for Pearle Vision to provide advertising of Franchisee's Franchised Business. To clarify, any such advertising must comply with the law and any general restrictions on the advertisement of health care services.
6. Section 18.1, 18.2 and 18.3 permit termination of the Franchise Agreement in certain circumstances, and under Section 19.3, 19.4 and 19.6 Franchisee may result in Franchisee's loss of possession of the premises of the Location and assets, including equipment. To clarify, if Franchisee is an optical company or a registered dispensing optician, and leases space to an optometrist or ophthalmologist, Franchisee's sublease to the optometrist or ophthalmologist must state that the sublease will terminate if and when the Franchise Agreement terminates.

Also, in accordance with CAL. BUS. & PROF. CODE § 2556, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. Section 14.4 permits Franchisee to employ optometrists and ophthalmologists where permitted by law. For avoidance of doubt, California Law does not permit Franchisee to employ optometrists or ophthalmologists.

Furthermore, in accordance with California's Confidentiality of Medical Information Act (Civil Code § 56.10 et seq.), to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. Section 5.7.C grants Pearle Vision a perpetual, world-wide, non-exclusive, irrevocable, royalty-free license to use and share Customer Information. For clarification, Franchisee shall only provide such Customer Information to Pearle Vision if Pearle Vision and Franchisee will use the Customer Information to the extent permitted by California law.

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any Franchise to waive compliance with any provision of the Act is void." Therefore, in accordance with Section 41 of Illinois Franchise Disclosure Act:

1. The following provision of the Franchise Agreement are deleted in their entirety: Introduction Paragraph C and Paragraphs 22.1.A, 22.1.C, 22.2.A and 22.2D.
2. Notwithstanding anything to the contrary set forth in Paragraph 21.1 of the Franchise Agreement, the law regarding all matters governed by the Illinois Franchise Disclosure Act will be the governing law of Illinois; but as to all matters not governed by the Illinois Franchise Disclosure Act, the Franchise Agreement and all provision of the Illinois Addendum to the Franchise Agreement will be and remain subject to the application, construction, enforcement, and interpretation under the governing law of Ohio. Further, notwithstanding anything to the contrary set forth in Paragraph 21.1 of the Franchise Agreement,

the venue related to all matters governed by the Illinois Franchise Disclosure Act will be subject to venue in Illinois.

3. Section 41 of the Illinois Franchise Disclosure Act states that “any condition, stipulation, or provision purporting to bind any person acquiring any Licensed to waive compliance with any provision of the Act is void.” To the extent it is not inconsistent with Illinois law, the terms and conditions relating to renewal, term, repurchases and assignment of the Franchise Agreement are as described in Item 17 of the Franchise disclosure document.

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

Pursuant to COMAR 02.02.02.16L, the general release required as a condition of renewal, sale, and /or assignment shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective Franchisee to assent to any release, estoppel or waiver of liability as a condition to purchasing a Franchise. Accordingly, any term or condition of the Franchise Agreement which is inconsistent with Maryland law, relating to such release, estoppel or waiver of liability is void and unenforceable.

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

1. No release language set forth in the Franchise Agreement or Franchise disclosure document shall relieve the Pearle Vision or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Minnesota.

2. Minnesota law provides Franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 89C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that Franchisee be given ninety (90) days’ notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days’ notice for non-renewal of the Franchise Agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

3. Pearle Vision will protect Franchisee’s right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding use of the name.

4. The third sentence of Paragraph 7.3 of the Franchise Agreement is amended to read as follows:

“Franchisee therefore agrees that if Franchisee should engage in any such non-compliance, or unauthorized and/or improper use of the Pearle Vision System or Marks during or after the termination or expiration of this Agreement, Pearle Vision shall be entitled to seek both temporary and permanent injunctive relief against Franchisee from any court of competent jurisdiction, in addition to all other remedies which Pearle Vision may have at law or at equity and Franchisee hereby consents to the seeking of such temporary and permanent injunctions, and Franchisee hereby waives the posting of any bond by Pearle Vision in connection with such injunctions.”

5. In the event that subdivisions 3, 4, or/and 5 of Minnesota Statutes, Section 89C.14, is/are repealed or held to be invalid or unenforceable, the affected provision(s) shall be deemed not to be a part of this Addendum.

6. Minnesota Statute, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit Pearle Vision from requiring litigation to be conducted outside Minnesota, requiring waiver of jury trial, or requiring the Franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Agreement can abrogate or reduce any of the Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's right to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply:

1. **Restrictive Covenants.** Notwithstanding anything to the contrary as set forth in paragraph 14 of the Franchise Agreement and the Confidentiality/Covenant Not to Compete Agreement, the Pearle Vision cannot restrict competition in a way contrary to Section 9-08-06, N.D.C.C.
2. **Situs of Arbitration Proceedings.** Notwithstanding anything to the contrary set forth in Paragraph 20.1, the Pearle Vision cannot provide that the parties must agree to arbitration of a dispute at a location that is remote from the site of your business.
3. **Restriction on Forum.** Notwithstanding anything to the contrary set forth in Paragraph 21.1 of the Franchise Agreement, the law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of North Dakota; but as to contractual and all other matters, this Agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement and interpretation under the governing law of Ohio.
4. **Liquidated Damages and Termination Penalties.** Pearle Vision cannot provide that you must consent to liquidated damages or termination penalties.
5. **Applicable Laws.** A provision in the Franchise Agreement that specifies that it is to be governed by the laws of a state other than North Dakota may not be enforceable.
6. **Waiver of Trial by Jury.** Notwithstanding anything to the contrary set forth in Paragraph 21.10, the Pearle Vision cannot require you to waive your right to trial by jury.
6. **Waiver of Exemplary and Punitive Damages.** Notwithstanding anything to the contrary set forth in Paragraph 21.10, the Pearle Vision cannot require you to waive exemplary and punitive damages.
7. **General Release.** Notwithstanding anything to the contrary set forth in Paragraph 17.2.C, the Pearle Vision cannot require you to sign a general release upon renewal of the Franchise Agreement.
8. **Limitation of Claims.** The Pearle Vision cannot require you to limit your claims. The statute of limitations under North Dakota law applies.
9. **Enforcement of Agreement:** The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.
10. **No release language set forth in the Franchise Agreement shall relieve the Pearle Vision or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of North Dakota.**

OHIO ADDENDUM TO FRANCHISE AGREEMENT

1. The following shall be added to Section 4.1.D:

Notwithstanding the foregoing, if Franchisee is a resident of Ohio, Franchisee has 5 business days after signing the Franchise Agreement to cancel the Franchise Agreement, without penalty or obligation, by providing Pearle Vision with written notice of cancellation.

2. The following shall be added to Section 17.2.C:

Notwithstanding the foregoing, if Franchisee is a resident of Ohio, Franchisee has 5 business days after signing the Renewal Documents to cancel the renewal, without penalty or obligation, by providing Pearle Vision with written notice of cancellation.

3. The following shall be added to Section 5 of the Renewal Addendum:

Notwithstanding the foregoing, if Franchisee is a resident of Ohio, Franchisee has 5 business days after signing the Renewal Documents to cancel the renewal, without penalty or obligation, by providing Pearle Vision with written notice of cancellation.

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT

Consistent with Section 21.6.B of the Franchise Agreement, the Franchise Agreement is hereby amended to provide as follows:

1. The State of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including in the areas of termination and renewal of your franchise.
2. 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
3. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.
4. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The parties have executed this Addendum as of the dates set forth below their respective signatures.

FRANCHISEE:

**PEARLE VISION:
LUXOTTICA OF AMERICA INC.**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

OR

By: _____

Individually: _____

Date: _____

Addendum 4

LOCATION ADDENDUM

Franchisee: _____
 Location: _____
 Location Number: _____
 Location Effective Date: _____
 Location Expiration Date: _____

The “*Franchise Type*” for each EyeCare Center granted under this Agreement shall be the following:

New EyeCare Center Transfer Independent Conversion Renewal

Grand Opening Amount: \$ _____

Initial Franchise Fee or Transfer Fee:

Thirty Thousand Dollars (\$30,000) for each EyeCare Center if Franchisee is not already an Existing Franchisee.

Twenty Thousand Dollars (\$20,000) for each EyeCare Center if Franchisee is already an Existing Franchisee.

Seven Thousand Five Hundred Dollars (\$7,500) for each EyeCare Center being transferred. Pearle Vision may, in its discretion, pro-rate or waive the Transfer Fee based on the interest being transferred.

Trade Area. _____

The parties hereby acknowledge and agree that the abovementioned Franchisee is authorized to operate a EyeCare Center at the abovementioned Location under the terms of the Franchise Agreement as of the above mentioned Location Effective Date. The parties agree that Pearle Vision may insert any dates and other information required above after this Location Addendum is signed by Franchisee. Franchisee must also sign the attached Site Development Services Addendum, Guaranty and Confidentiality / Covenant Not to Compete.

IN WITNESS WHEREOF, each party has executed this Location Addendum this ____ day of _____, _____.

FRANCHISEE:

PEARLE VISION:
LUXOTTICA OF AMERICA INC.

By: _____
 Title: _____
 Date: _____

By: _____
 Title: _____
 Date: _____

OR

By: _____
 Individually: _____
 Date: _____

**SITE DEVELOPMENT SERVICES ADDENDUM
TO LOCATION ADDENDUM TO FRANCHISE AGREEMENT**

Pearle Vision and Franchisee entered into a Location Addendum to the Franchise Agreement (the “Agreement”) for the EyeCare Center at the Location. Capitalized words not defined in this Addendum have the meanings ascribed to them in the Agreement or the Location Addendum. In consideration of the mutual covenants contained in this Site Development Services Addendum (“SDSA”), the parties agree as follows:

1. SUMMARY OF PROJECT. Franchisee agrees and acknowledges it shall:

a. Use either of the following “Providers” for the Project (as defined below):

Pearle Vision Certified Providers **Proposed Third Party Service Providers**

b. Use the Providers designated above to perform the following work at the Location as defined in Schedule A (the “Project”):

New Start Independent Conversion
 Relocation Full Remodel

c. Franchise Agreement Expiration Date: _____

d. Complete the Project no later than _____ (the “**Work Completion Deadline**”).

e. Upon execution of this SDSA, pay to Pearle Vision a total of \$_____ as shown below (“**Estimated Total Compensation Due**”):

Project Type [Check One]	Project Services Fee
<input type="checkbox"/> Relocation or Full Remodel	\$16,000

PLUS: Add the following for New Start, Independent Conversion, Relocation or Full Remodel

<input type="checkbox"/> A&E Fees	\$16,300
-----------------------------------	----------

2. SCOPE OF SERVICES. Pearle Vision shall perform certain project support services to complete the Project as more fully described in Schedule B or Schedule C, as applicable, attached hereto (the “Services”), in accordance with the terms of this SDSA, and in compliance with all applicable law, ordinances, statutes, rules, regulations, and orders or directives issued by a court or governmental authority with jurisdiction over the Project.

3. COMMENCEMENT OF SERVICES; SDSA TERM. Pearle Vision shall commence performance of the Services on the Effective Date and shall continue through the “**SDSA Term**,” which shall mean the period from the date hereof until the Work Completion Deadline or such earlier date that this SDSA is terminated in accordance with the terms and provisions hereof.

4. PERSONNEL. It is understood and agreed that Pearle Vision’s employee, vendor or independent contractor shall serve as “*Project Executive*” and, as such, shall have the responsibility for the overall supervision and administration of the Services for Pearle Vision. Pearle Vision shall have the right to change the Project Executive at any time from time to time upon notice thereof to Franchisee.

5. TOTAL COMPENSATION DUE. In consideration of the performance of the Services, Franchisee shall pay to Pearle Vision a non-refundable, Estimated Total Compensation Due simultaneously with the execution of this Agreement. Pearle Vision will not perform any services until the Estimated Total Compensation Due has been paid to Pearle Vision. If, prior to the completion of the Project, Franchisee chooses to use a different provider option than identified in Section 1(a), then Franchisee shall notify Pearle Vision in writing, and shall be responsible for payment of the applicable additional fees from paragraph 1(d) and Franchisee shall pay those fees to Pearle Vision at the completion of the Project.

“*A&E Fees*” include, at a minimum, a field survey, construction documents, engineering fees and costs, reimbursable fixed fees, permit set, energy calculation and architectural stamping fees specific to local laws.

6. FRANCHISEE OBLIGATIONS. Franchisee is responsible for doing the following:

i. obtaining a general contractor for a Relocation or Full Remodel project. The general contractor will be responsible for, among other things, supervision, demolition, flooring installation, painting, wall papering, millwork installation, environmental graphics installation, re-tiling the ceiling and lighting installation.

ii. obtaining a sign vendor for the Relocation or Full Remodel project.

iii. complying with any and all standards or requirements imposed by Pearle Vision in its sole discretion, including but not limited to, its general contractor providing the following (a) information and materials; (b) samples of work; (c) access to inspect its facilities; (g) bids; and (h) insurance certificates.

iv. obtaining all zoning classifications, permits, clearances, certificates of occupancy and center clearances, which may be required by governmental authorities in connection with the Design Work.

v. diligently designing, constructing, equipping and otherwise readying and opening the EyeCare Center and to ensure that the EyeCare Center, and all plans, documents and services are in compliance with all applicable federal, state and local laws and regulations, including, without limitation, all building codes, fire and safety codes, environmental laws, and laws, rules and regulations relating to accessibility requirements, such as the Americans with Disabilities Act (the “*ADA*”) and the Optometric Board regulations per state.

7. INDEPENDENT CONTRACTOR. Except as otherwise expressly provided in this SDSA or otherwise authorized in writing by Franchisee, in performing the Services, Pearle Vision shall operate as, and have the status of, an independent contractor and shall not act as or be an agent of Franchisee. Notwithstanding the foregoing, Franchisee hereby authorizes Pearle Vision to do the following: (i) contracting with any architect, engineer or other design professional engaged by Pearle Vision in connection with the design of the Project; (ii) providing any Services relating to permitting for the Project; and (iii) performing any other Service related to the Project as required by Pearle Vision.

8. OWNERSHIP OF DOCUMENTS. Pearle Vision and its consultants shall be deemed the authors and owners of any documents that any of them prepare, generate or otherwise produce in connection with the

Project (their respective “*Instruments of Service*”), and shall retain all common law, statutory and other reserved rights, including copyrights, with respect to such Instruments of Service. Franchisee shall have the limited right to use such Instruments of Service in connection with the Project, subject to any electronic file release requirements.

9. INSURANCE. Franchisee shall, during the SDSA Term, carry insurance that is the higher of (a) the insurance required by Section 11 of the Agreement or (b) the insurance typically carried by others providing services similar to the Services in the jurisdiction where the Project is located, with policy limits established by Pearle Vision in its reasonable discretion, to the extent same is commercially reasonable, in the form required by Pearle Vision in Section 11 of the Agreement.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY. To the maximum extent permitted by applicable law, Franchisee shall indemnify and hold harmless Pearle Vision against any claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorneys’ fees) arising out of the negligent performance of the Services by, or willful misconduct of, Franchisee, any Third Party Service Provider, or their employees. Notwithstanding any other provisions of this SDSA, Pearle Vision’s liability under this SDSA, regardless of the basis thereof, shall not exceed the amount of the Project Services Fee actually paid by Franchisee hereunder.

11. TERMINATION. This SDSA shall automatically terminate upon termination or expiration of the Agreement.

12. FORCE MAJEURE. Neither party hereto shall be considered to have materially breached this SDSA to the extent that performance of any obligation hereunder is prevented or delayed by any cause which is beyond the reasonable control of such party

13. ENTIRE AGREEMENT AND SEVERABILITY. This SDSA, including the schedules attached hereto, and the Agreement contain the entire agreement of the parties with respect to the subject matter hereof. No changes, amendments or modifications of any of the terms and conditions hereof shall be valid unless reduced to writing and signed by both parties hereto. The invalidity of any provision of this SDSA shall not be deemed to invalidate the remainder hereof.

14. PERFORMANCE OF THIRD PARTIES. In performing the Services, Pearle Vision will be required to interact with third-party service providers such as design professionals and contractors. **Pearle Vision’s approval or recommendation of any such third-party design professional or contractor shall create no liability, warranty or guaranty on the part of Pearle Vision. Pearle Vision shall not be responsible for the performance of any such third parties under any agreement between such third-party and Franchisee or between such third-party and Pearle Vision, as agent for Franchisee, it being understood and agreed that Pearle Vision’s obligations related to the Project are limited to only those Services delineated herein.**

15. FRANCHISEE ACKNOWLEDGEMENTS. Pearle Vision is not responsible for delays in the construction, equipping or decoration of the EyeCare Center or for any loss resulting from the EyeCare Center design or construction since Pearle Vision has no control over the landlord or developer and numerous construction and/or related problems which could occur and delay the opening of Franchisee’s EyeCare Center. Failure to comply with any of the terms, conditions, obligations or duties set forth in this SDSA shall be deemed a material default of the Agreement under Section 18 therein. Except as expressly set forth herein, nothing in this SDSA is intended to alter or otherwise modify Franchisee’s obligations under the Agreement, including, without limitation, Section 4, regarding “Development and Opening of EyeCare Center” and Franchisee’s obligation to secure Pearle Vision’s prior written authorization to open the EyeCare Center upon completion of the Project. Pearle Vision is not, and has not represented that it is a professional architectural firm, surveyor, engineer, or general contractor,

and that engaging Pearle Vision to provide the Services is not a substitute for hiring licensed or otherwise certified contractors to perform the Services, including licensed construction professionals.

IN WITNESS WHEREOF, Pearle Vision and Franchisee have executed this SDSA effective as of the date first written above.

FRANCHISEE:

Pearle Vision:
LUXOTTICA OF AMERICA INC.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Or

By: _____
Individually: _____
Date: _____

SCHEDULE A
DEFINITIONS OF PROJECT TYPES

1. New Start, Independent Conversion and Relocation shall have the meanings attributed to them in the Agreement.
2. Full Remodel is a store that requires a complete remodel to Pearle's latest store design.

SCHEDULE B
SCOPE OF SERVICES FOR NEW START, RELOCATION OR FULL REMODEL

Pearle Vision shall perform the following Services in connection with the Project (if the Project is a New Start, Relocation or Full Remodel):

- Provide Franchisee with a list of pre-approved design professionals and contractors. If Franchisee uses its own architect or general contractor, it is the Franchisee's responsibility to ensure that any such third party provider complies with Pearle Vision's standards and specifications.
- Execute contracts with design professionals as Franchisee's agent when using the designated Pearle Vision A&E provider.
- Provide cost estimating services for owner furnished items included in the procurement portfolio at mutually agreed times.
- Provide the Project Schedule at the start of a project to show current conditions. If an update indicates that the previously approved Project Schedule may not be met, Pearle Vision shall recommend corrective action to the Franchisee.
- Use best efforts to obtain satisfactory performance from each of the contractors and the design team and recommend courses of action to the Franchisee when requirements of a third-party contract are not being fulfilled.
- Determine in general that the work performed by any contractors engaged in the construction of the Project or the design team is being performed in accordance with Pearle Vision's standards and specifications.
- In collaboration with the design team and the contractors selected to work on the construction of the Project, establish and implement procedures for the processing and approval of shop drawings, product data, samples and other submittals.
- Coordinate the correction and completion of the work. Following issuance of a Certificate of Substantial Completion of the work or a designated portion thereof, evaluate the completion of the work and make recommendations to the Franchisee when work is ready for final inspection. Assist the Franchisee in conducting final inspections.
- Provide pre- and post-project photo surveys.
- Develop implementation plan, including demo plan, fixture plan, storefront and interior elevations, and all necessary contractor instructions.
- Review architectural drawings.
- Develop, in conjunction with Franchisee, a punch list upon substantial completion of the construction of the Project.

- Complete walk-throughs of the Project to ensure compliance with Pearle Vision's standards and specifications.
- Pearle Vision will provide the following additional items as part of the Services: (a) Site survey, obtain photos and dimensions of the site; (b) Critical path construction schedule; (c) Schematic Plan Set, including fixture plan, and storefront elevations; (d) Review of Architect's Construction Drawings and Sign Vendor's shop drawings to ensure quality; (e) Material takeoffs and vendor list for LO procurement of materials for the build; (f) Signage bid and pricing; (g) General contractor bid package; (h) Review of the site at completion to ensure quality and brand compliance; and (i) Post-completion photo survey.

Addendum 5

RIDER TO LEASE AGREEMENT

This Rider to Lease Agreement (“*Rider*”) is dated _____ by and among **Luxottica of America Inc., franchisor of Pearle Vision (“Pearle Vision”)** _____ (“Landlord”) and _____ (“Tenant”).

Recitals

A. The Landlord and Tenant are parties to a Lease Agreement dated _____ (“Lease”) relating to the premises located at _____ (“Premises”).

B. Tenant and Pearle Vision will enter into a Franchise Agreement by which Tenant is granted the right to operate a Pearle Vision store at the Premises.

C. In order to ensure that a Pearle Vision store may continue to operate at the Premises, Landlord, Tenant and Pearle Vision agree as set forth below.

In consideration of the mutual covenants and promises set forth in this Rider, and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the parties agree as follows:

Agreement

1. The Premises must be used for the sale of eyeglasses, Contact Lenses, sunglasses, and other optical and optical-related products and accessories; eyewear repair; an optical laboratory to grind, cast and finish Lenses and fabricate and repair eyewear; eye exams (including separate rooms for that purpose); vision correction procedures; and storage and offices necessary to conduct Tenant’s business, under the Pearle Vision trade name or such other trade name as Pearle Vision may require.
2. At Pearle Vision’s request, but not more than once a year, Landlord will give Pearle Vision copies of all information submitted to Landlord by Tenant.
3. Landlord simultaneously will mail to Pearle Vision copies of all notices of Tenant’s default(s) and give Pearle Vision the same opportunity as Tenant to cure such default(s). If Tenant fails to cure the defaults(s), Pearle Vision will have ten (10) days from the expiration of Tenant’s cure period in which to cure the default(s). Notice to Pearle Vision must be mailed by U.S. certified mail or overnight courier service to Pearle Vision at Luxottica of America Inc., Attention: Pearle Vision Legal, 4000 Luxottica Place, Mason, OH 45040.
4. Landlord will permit Pearle Vision, at Pearle Vision’s option, to assume the Lease: (a) upon termination or expiration of the Franchise Agreement, or (b) upon cure of the Tenant’s default(s) (whether or not the Franchise Agreement is then in effect). Pearle Vision may assign the Lease to another Pearle Vision Franchisee with the Landlord's written approval of the new Franchisee, which approval will not be unreasonably withheld or delayed.

5. In the event the Lease shall expire or terminate and the Tenant does not renew the Lease for operation of a Pearle Vision EyeCare Center, Landlord hereby grants Pearle Vision an option to lease the Premises on the terms then currently offered for comparable properties in the area. Landlord shall notify Pearle Vision immediately upon learning that the Premises will become available and provide Pearle Vision with a form of commercially reasonable lease for the Premises. Pearle Vision shall have ten (10) days to accept the offer or make a good faith counteroffer. If Pearle Vision does not do so, Landlord shall be free to lease the Premises to a third party.
6. Upon expiration or termination of the Franchise Agreement, Landlord will permit Pearle Vision to enter the Premises and, without damaging the Premises, Pearle Vision may remove all signs and sign-faces and other items identifying the Premises as a Pearle Vision store.
7. Landlord will not restrict the right of Tenant, Pearle Vision (whether or not Pearle Vision succeeds to the rights of Tenant under the Lease), or any other Franchisee of Pearle Vision from operating a Pearle Vision store at any other location.
8. If any inconsistency exists between this Rider and the Lease, this Rider will supersede and control.
9. Unless otherwise agreed to by Landlord and Pearle Vision, Landlord acknowledges that Tenant alone is responsible for all debts, payments and performances due under the Lease, unless and until such time that Pearle Vision becomes and remains the tenant of the Lease by exercising its rights under this Rider.
10. This Rider binds the personal representatives, heirs, successors and assigns of the parties.
11. This Rider may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when executed will be deemed to be an original and all of which, when taken together, will constitute one instrument.

*****Signatures are on the next page*****

This Rider has been executed as of the date first written above.

TENANT:

LANDLORD

By: _____

By: _____

Title: _____

Title: _____

Print Name: _____

Print Name: _____

**LUXOTTICA OF AMERICA INC., franchisor of
Pearle Vision (“Pearle Vision”):**

By: _____

Title: _____

Print Name: _____

EXHIBIT C-2

DEVELOPMENT AGREEMENT AND ADDENDA

PEARLE VISION AREA DEVELOPMENT AGREEMENT

BY AND BETWEEN

LUXOTTICA OF AMERICA INC.

AND

FOR

PEARLE VISION EYECARE CENTER

LOCATION # _____

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List of Addenda

Schedule 1.2	Defined Terms
Addendum A	State Addenda
Addendum B	Form of Franchise Agreement
Addendum C	Confidentiality/Covenant Not to Compete Agreement
Addendum D	Personal Guaranty
Addendum E	Amendment to Development Agreement (No Exclusivity)

PEARLE VISION® DEVELOPMENT AGREEMENT

This PEARLE VISION DEVELOPMENT AGREEMENT (the “Agreement”), dated as of the Effective Date, is made and entered into by and between Luxottica of America Inc., an Ohio corporation and franchisor of the Pearle Vision® system (“Pearle Vision”) and _____ (“Developer”).

WITNESSETH:

WHEREAS, Pearle Vision has developed and operates a system (the “*Pearle Vision System*”) for operating retail optical shops as set forth in the Operations Portal and such other manuals or policies that Pearle Vision may develop from time to time upon notice to you (the “*Operations Portal*”), and which includes the following: (1) advertising, merchandising, and marketing techniques; operating procedures; training materials; product and service quality standards; business and accounting methods; and other services; (2) marketing programs, customer retention programs, customer loyalty programs, customer service programs, other programs, guarantees, warranties, or replacement discount plans on a national, regional, or local basis; (3) utilization of certain equipment to trace, edge, and surface lenses, as well as to provide other optical services; and (4) maintenance of product and service quality standards (“*Pearle Standards*”) critical to becoming an in-network provider in certain managed vision care plans. The Pearle Vision System is identified by trade names, service marks, trademarks, logos, emblems, and indicia of origin (the “*Marks*”), including “Pearle®” and “Pearle Vision®.” Except as permitted by law, the Pearle Vision System does not specify or control any standards or procedures for the practice of optometry or ophthalmology.

WHEREAS, Developer wishes to obtain certain development rights to establish and operate Pearle Vision EyeCare Centers as described in the Development Schedule.

WHEREAS, Developer has received a copy of Pearle Vision’s franchise disclosure document (“*FDD*”) and has had an opportunity to review it for at least fourteen (14) days before signing this Agreement.

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. BASIC TERMS AND DEFINED TERMS – SUMMARY PAGES

1.1. Basic Terms. The Basic Terms shown below are a summary of the negotiated deal terms between Pearle Vision and Developer:

1.1.1. Business Entity. Developer is a “Business Entity” formed in _____ and as shown below:

Individual

Corporation

Partnership

LLC

Limited Partnership

Other (please specify): _____.

1.1.2. Developer. “Developer” is the individual or entity shown below:

Name:

Address:

Email:

Facsimile:

1.1.3. Designated Developer. The “Designated Developer” is defined as the following:

1.1.4. Developer’s Principals and Ownership Percentages:

Principal’s Name / Contact Information	Principal’s Ownership Percentage (%)

1.1.5. Development Territory: The following geographic area shall be the Development Territory: _____

1.1.6. Development Fee: \$_____, which is equal to \$10,000 per EyeCare Center to be developed under the Development Schedule.

1.1.7. Development Schedule:

Development Period	Number of EyeCare Centers to be Developed During Development Period	Cumulative Total Number of Developed EyeCare Centers*
**		

*includes existing EyeCare Centers, if any, purchased or acquired by Developer from Pearle Vision prior to the Effective Date.

** Pearle Vision agrees that provided Developer is not in default of its obligations under this Agreement, or any other agreement between any of the parties individually or collectively referred to as “Developer”, the EyeCare Center referenced in the Development Schedule above that is to be completed during the Development Period ending December 31, 20___ may be fully open and operating by no later than twelve (12) months from the Effective Date of this Agreement. Notwithstanding anything to the contrary, this change to the first Development Period does not impact the cumulative total number of EyeCare Centers to be open and in operation thereafter.

1.1.8. Effective Date: _____, 20__.

1.1.9. Expiration Date: _____, 20__.

1.1.10. Extension Fee: \$5,000 per extension, unless modified by Pearle Vision in its sole discretion.

1.1.11. Fees Due Under Each Franchise Agreement:

A. Initial Franchise Fee: \$_____

B. Royalty Fee: _____%

1.1.12. Notice Address. The “Notice Address” for notices delivered to Developer (as contemplated by Section 13.7) shall be defined as the following:

1.2. In addition to the Basic Terms, this Agreement incorporates the Defined Terms shown in Schedule 1.2 attached hereto.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

2. **GRANT**

2.1. **Grant of Right.** In reliance on the representations and warranties of Developer, Pearle Vision hereby grants to Developer and Developer hereby accepts, pursuant to the terms and conditions of this Agreement, the limited exclusive right and the obligation to develop EyeCare Centers within the Development Territory as described in the Development Schedule (as set out in Section 1). Any and all such rights to develop EyeCare Centers are subject to Developer's full compliance with this Agreement and the Operations Portal. This Agreement is not a franchise or Franchise Agreement, and it does not grant to Developer any right or franchise to operate an EyeCare Center, distribute goods or services, or any right to use the Marks or any interest in the Marks.

2.2. **Limited Exclusivity.** Provided that Developer is in compliance with this Agreement and all obligations in favor of Pearle Vision, until the term of this Agreement as stated in Section 6.1 terminates or expires, Pearle Vision will not establish or authorize any other Person to establish and operate EyeCare Centers in the Development Territory. You agree that Pearle Vision may establish and operate a Pearle Vision EyeCare Center anywhere outside of the Development Territory, regardless of proximity to the Development Territory or to any Pearle Vision EyeCare Center operated by Developer.

2.3. **Reservation of Rights** Notwithstanding the rights granted to Developer in Section 2.2, Pearle Vision may undertake (or authorize a third party to undertake) any or all of the following activities in the Development Territory:

- A. Offer and sell products and services under the Marks through any other channel of distribution;
- B. Advertise and promote the Marks, the System, and EyeCare Centers;
- C. Offer and sell products and services under any names and marks distinctively different from, and other than, the Marks;
- D. Continue to permit the operation of any existing EyeCare Center or permit the development of any EyeCare Center for which a binding agreement has already been executed;
- E. Establish and operate eye care centers or other optical retail establishments under other names and service marks; and
- F. Be purchased by or purchase a Competitive Business that operates, franchises, or licenses eye care centers or other optical retail establishments.

3. **FEES AND TAXES**

3.1. **Development Fee.** In consideration of the right to develop Pearle Vision franchises in the Development Territory, Developer shall pay to Pearle Vision the Development Fee upon execution of this Agreement. The Development Fee is deemed fully earned upon payment thereof and is nonrefundable.

3.2. Initial Franchise Fees and Royalty Fees. In addition, and as further consideration for the development rights granted hereunder and the rights to be granted to Developer under separate Franchise Agreements, Developer shall pay to Pearle Vision the Initial Franchise Fee and Royalty Fee. The Initial Franchise Fee and Royalty Fee are payable as and when required by the applicable Franchise Agreement.

3.3. Taxes. Developer shall do the following: (A) comply with all federal, national, state, provincial and local regulations and laws regarding taxes on the Development Fees and to pay such taxes based upon net revenues wherever that is allowed; (B) pay all taxes due on the Development Fees in a timely manner; (C) file the required forms for the Development Fees; (D) provide Pearle Vision with receipts for the payments and true copies of the forms filed for the taxes; and (E) indemnify Pearle Vision from the Developer's tax obligations under this section as further described in Section 11.3.

4. EXERCISING DEVELOPMENT RIGHTS

4.1. Development Schedule. Developer shall open and operate the number of EyeCare Centers in the time frame outlined in the Development Schedule and in accordance with Section 4.3. Developer acknowledges that the Projected Opening Date for each EyeCare Center set forth on the Location Addendum of the Franchise Agreement and Section 1.1.7 of this Agreement are reasonable and are consistent with the requirements of the Development Schedule and that time is of the essence in complying with the Development Schedule.

4.2. Franchise Agreement. All EyeCare Centers developed under this Agreement shall be established and operated pursuant to Pearle Vision's then-current form of Franchise Agreement. Pearle Vision's current form of Franchise Agreement is attached hereto as Addendum B. With Pearle Vision's prior written consent, Developer may delegate its obligations to operate one or more of the EyeCare Centers to be developed pursuant to this Agreement as set forth in Section 4.6. In the case of such a delegation, Developer's subsidiary shall execute the Franchise Agreement referenced in this Section 4.2.

4.3. Exercise of Development Rights. Developer may exercise its development rights during the Term, provided that Developer is not in default and subject to the conditions precedent as further described below:

- A. This Agreement is in full force and effect;
- B. Developer is in compliance with the Development Schedule by opening and operating the number of EyeCare Centers required;
- C. Pearle Vision can grant development rights in compliance with all federal, provincial and state franchise laws; and
- D. Developer obtains Pearle Vision's prior written permission if developing EyeCare Centers in excess of those outlined in the Development Schedule.

4.4. Additional EyeCare Centers. Subject to all of the other terms and conditions of this Agreement, Developer, with Pearle Vision's prior written consent (which consent may be withheld

in the reasonable exercise of its sole discretion), may develop more than the total minimum number of EyeCare Centers which Developer is required to develop during that Development Period. Any EyeCare Centers developed during a Development Period in excess of the minimum number of EyeCare Centers required to be developed upon expiration of that Development Period, shall be applied to satisfy Developer's development obligation during the next succeeding Development Period, if any.

4.5. Replacement EyeCare Centers; Transferred EyeCare Centers; Construction Extensions. If during the term of this Agreement, Developer ceases to operate any EyeCare Center developed under this Agreement or is unable to open according to the Development Schedule due to construction delays, Developer shall do the following:

A. Developer may open a "Replacement EyeCare Center" if a developed EyeCare Center closes during the Term if developed within the Development Territory and within a reasonable time to be agreed upon by the parties after Developer ceases to operate the EyeCare Center to be replaced.

B. Developer may transfer an EyeCare Center to another Franchisee under the terms and conditions of the Franchise Agreement, and following transfer may open a Replacement EyeCare Center as outlined herein.

C. Developer may request Pearle Vision's approval to extend a Development Period to complete construction and commence operation of an EyeCare Center which is under construction or for any other legitimate business reason. Pearle Vision shall determine whether to grant or withhold such approval, as well as to impose additional terms or conditions regarding the extension period.

1. To obtain an extension, Developer shall notify Pearle Vision in writing at least thirty (30) days prior to the Projected Opening Date.

2. In such notice, Developer shall include the reasons for such delay and the expected date of completion of construction and opening.

3. If the extension is granted, Developer shall pay an Extension Fee in the amount set forth in Section 1 unless prior to the Projected Opening Date construction of the EyeCare Center has commenced as stipulated in the Franchise Agreement.

4.6. Developer and Pearle Vision understand and agree that the Franchise Agreement for each EyeCare Center in the Development Territory may be executed by a wholly owned subsidiary of Developer approved in writing by Pearle Vision provided all of the following conditions are met: (1) Developer owns 100% of the membership interests in the subsidiary; (2) the subsidiary conducts no business other than the operation of the EyeCare Center; (3) Developer and Developer's Principals unconditionally, absolutely and irrevocably guarantee the full and prompt performance, including, without limitation, payment, of Franchisee's obligations and liabilities to Pearle Vision under the Franchise Agreement and all "Ancillary Agreements" (or equivalent agreements) as such term is defined in the Location Addendum/Guarantee to the Franchise Agreement attached hereto as Addendum B; and (4) Developer is not in default under

any agreements with Pearle Vision and its affiliates at the time that any such Franchise Agreement is executed.

5. EXERCISING FRANCHISE RIGHTS

5.1. Franchise Agreement. Developer understands and acknowledges further that this Agreement does not confer upon Developer a right to open or operate any particular EyeCare Center, but is intended by the parties to set forth the terms and conditions which, if satisfied by Developer, shall entitle Developer to obtain the right to open and operate each EyeCare Center within the Development Territory under Pearle Vision's then-current form of Franchise Agreement.

5.2. Conditions or Approvals for Franchise Rights. Each of the following conditions and approvals shall have occurred or be obtained in substantial measure before Developer may open any EyeCare Center:

A. Developer must be in full compliance with this Agreement and the Development Schedule and in substantial compliance with the material terms of any other agreement between Developer and Pearle Vision including the Franchise Agreement.

B. Developer must satisfy Pearle Vision's then-current financial criteria for developers of Pearle Vision EyeCare Centers, not be in default of any monetary obligations owed to Pearle Vision under the Franchise Agreement or other agreement between Developer and Pearle Vision and their respective Affiliates.

C. Developer must submit to Pearle Vision, in a timely manner, all information and documents reasonably requested by Pearle Vision as a basis for the issuance of each Franchise.

D. Developer shall not have transferred in Pearle Vision's judgment, a Controlling Interest in Developer, without the prior written consent of Pearle Vision.

6. TERM

6.1. Term of Agreement. Unless sooner terminated in accordance with this Agreement, the term of this Agreement and all rights granted by Pearle Vision under this Agreement shall expire at the earlier of completion of the Development Schedule (including any extensions) or the Expiration Date.

6.2. Pearle Vision Rights Upon Termination or Expiration. Upon the expiration or termination of this Agreement, Pearle Vision shall have the right to develop, or authorize any other Person to develop, Pearle Vision EyeCare Centers in the Development Territory (but not in contravention of the development area rights associated with Developer's existing Franchise Agreements), and Developer shall have no further rights with respect to the development of Pearle Vision EyeCare Centers in the Development Territory, except as otherwise specified in writing by Pearle Vision.

7. DUTIES OF DEVELOPER

7.1. Owners of Record. Developer shall maintain at all times a current list of all owners of record and all beneficial owners of any class of voting securities, or partnership or membership interests in Developer. Developer shall immediately provide a copy of the updated list to Pearle Vision upon the occurrence of any change of ownership, and otherwise shall make its list of Equity Owners available to Pearle Vision upon request.

7.2. Designated Developer. Upon the execution of this Agreement, Developer shall designate and retain an individual to serve as its Designated Developer to take all necessary action to ensure that all of obligations of the Developer under this agreement are met. The Designated Developer shall meet Pearle Vision's reasonable standards and criteria for such individual, as set forth in the Operations Portal, as defined herein, or otherwise as set forth in writing by Pearle Vision.

7.3. Regional Manager. Upon execution of this Agreement or at Pearle Vision's reasonable request, Developer may be required to designate a regional Manager solely dedicated to the management and supervision of the Developer's EyeCare Centers. The regional Manager shall meet Pearle Vision's reasonable standards and criteria for such individual, as set forth in the Operations Portal, as defined herein, or otherwise as set forth in writing by Pearle Vision.

7.4. Training. Developer, Designated Developer, regional Manager shall satisfactorily complete initial and ongoing training as required by Pearle Vision or specified in the Operations Portal. The cost of initial training is included in the Initial Franchise Fee paid pursuant to the Franchise Agreement.

7.5. Financial Statements. Developer shall provide Pearle Vision with the most recent financial statements of Developer and, if applicable, Developer's Principals, prepared in conformity with generally accepted accounting principles applicable to the respective periods involved and, except as expressly described in the applicable notes, applied on a consistent basis (the "Financial Statements"). In each Financial Statement provided to Pearle Vision, Developer's treasurer or chief financial officer and Developer's CEO shall certify the following:

A. Any Financial Statements provided to Pearle Vision are true, complete and correct;

B. All material liabilities, adverse claims, commitments or obligations of any nature that exist as of the date of the Financial Statement are disclosed, whether accrued, unliquidated, absolute, contingent or otherwise, which are not reflected as liabilities on the financial statements of Developer's Principals, as applicable.

7.6. Insurance. Prior to the commencement of the term of this Agreement, Developer will acquire and maintain in effect during the term of this Agreement, at Developer's expense, insurance coverage protecting Developer, Luxottica of America Inc., their subsidiaries and affiliates, and their officers, directors, shareholders, members, managers, partners, agents, and employees, against any demand or claim with respect to personal injury, death, or property damage, or any loss, liability, or expense whatsoever in connection with the Development Agreement ("Developer's Insurance").

7.6.1. Developer's Insurance. Developer's Insurance shall be written by responsible carriers, acceptable to Pearle Vision, and shall include the coverages described in the Operations Portal and as described below:

A. Commercial General Liability. Commercial general liability with at least a combined single limit of One Million Dollars (\$1,000,000) per occurrence and a Three Million Dollars (\$3,000,000) per location, combined single limit aggregate for bodily injury/property damage, including products liability, completed operations, personal and advertising injury, and blanket contractual liability.

B. Professional Liability. An occurrence form of professional liability (malpractice) written with a Two Million Dollars (\$2,000,000) per medical incident limit and at least a Four Million Dollars (\$4,000,000) aggregate limit.

C. Automobile. Automobile liability covering owned, non-owned, and hired automobiles with at least a combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

D. Property Damage. "All Risks" coverage for the full replacement cost of the EyeCare Center premises and all property at any of Developer's Pearle Vision EyeCare Centers, with no coinsurance clause.

E. Business Interruption. Business interruption insurance with a limit sufficient to insure at least six months loss of earnings and continuing expenses.

F. Workers' Compensation. Workers' compensation insurance as required by law in the state, province or region where Developer or Developer's activities are located.

G. Employer's Liability. Employers liability insurance with at least a Five Hundred Thousand Dollars (\$500,000) each accident/ Five Hundred Thousand Dollars (\$500,000) each disease policy limit.

H. Cyber Liability. Cyber liability insurance with at least a One Million Dollar (\$1,000,000) limit for each loss, disclosure, or breach. Coverage shall include data breach regulatory fines and penalties, the cost of notifying individuals of a breach, the cost of credit monitoring services, and any other casually related crisis management expense for up to 1 year.

I. Required Coverage by the State, Province, Region or Locality. Other insurance required by the state, province, region or locality in which the Developer or any of Developer's Pearle Vision EyeCare Centers are located.

7.6.2. Additional Insurance Requirements. In addition to the insurance required throughout the term of the Franchise Agreement, upon expiration or termination of each Franchise Agreement, Developer must purchase a "tail" policy with the same coverage as required in this Section 7.6.1 and Developer's managed vision care participation agreement

for any policies on a “claims-made” form. Each such insurance policy must expressly provide that it is not subject to cancellation for five years following termination or expiration of the applicable Franchise Agreement and Developer’s managed vision care participation agreement and must name Luxottica of America Inc., its subsidiaries, divisions and affiliates, and such other parties that Pearle Vision may direct Developer to name as additional insureds.

7.6.3. Other Insurance Requirements. Pearle Vision reserves the right to require additional insurance or certain terms in the insurance carried by Developer as further described in the Operations Portal. Pearle Vision may increase the minimum protection or coverage requirements and may require different or additional kinds of insurance to reflect changes in the circumstances surrounding Developer’s Pearle Vision EyeCare Center. Developer shall also obtain such insurance as required by the Lease for the Location. All policies required by this Agreement, except workers’ compensation related policies, must name Luxottica of America Inc. (Pearle Vision), the other Indemnitees (as defined in Section 11.3) and any other parties specified by Pearle Vision as additional insured. These policies must provide that, even though Pearle Vision is named as an additional insured, Pearle Vision is entitled to recover any losses it incurs by reason of the negligence of Developer or Developer’s agents or employees (cross liability coverage). All policies must include a provision prohibiting cancellations or material changes to the policy until thirty (30) days’ written notice has been given to Pearle Vision. Developer shall provide Pearle Vision with certificates of insurance verifying compliance with the requirements of Section 7.6.1

7.7. Verification of Compliance. Developer shall cooperate with Pearle Vision in any efforts made by Pearle Vision to obtain and verify compliance with such representations, warranties and covenants.

7.8. Compliance with Law. Developer shall comply with all applicable laws, requirements of federal, state and municipal laws, rules, regulations, and orders, including all applicable Data Protection Laws and privacy laws and Pearle Vision’s requirements regarding the Data Protection Laws as set forth in the Operations Portal, such as permit Pearle Vision to use, in compliance with applicable Data Protection Laws or privacy laws, any data or other information they gather concerning Developer and their owners, suppliers, customers, financiers and other business associates in connection with the establishment, operation and franchising of EyeCare Centers.

8. DEFAULT AND TERMINATION

8.1. Termination Without Opportunity To Cure. Developer shall be deemed to be materially in default and Pearle Vision may terminate this Agreement and all rights granted hereunder, without notice, upon the occurrence of any of the following events:

A. Developer shall maintain at all times a current list of all owners of record and all beneficial owners of any class of voting securities, or partnership or membership interests in Developer. Developer shall immediately provide a copy of the updated list to

Pearle Vision upon the occurrence of any change of ownership, and otherwise shall make its list of Equity Owners available to Pearle Vision upon request;

B. Developer commits an event of default subject to termination upon notice or automatic termination as described in the Franchise Agreement.

C. Developer is adjudicated as bankrupt or insolvent or all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor, a petition in bankruptcy is filed by or against Developer and is not immediately contested and/or dismissed within sixty (60) days from filing, a bill in equity or other proceeding for the appointment of a receiver or other custodian of Developer or the assets of either is filed and consented to by Developer, a receiver or other custodian (permanent or temporary) of Developer's assets or property, or any part thereof, is appointed by any court of competent jurisdiction, proceedings for a composition with creditors under any state or federal law are instituted by or against Developer;

D. Developer is dissolved;

E. Developer, any of the Developer's Principals, any subsidiary party to a Franchise Agreement, or any other affiliate of Developer remains in default beyond the applicable cure period: (a) under any other agreement with Pearle Vision or its affiliates; (b) under any real estate lease, equipment lease, or financing instrument relating to a EyeCare Center; or (c) with any vendor or supplier to a EyeCare Center; provided that if the default is not by Developer, Developer is given written notice of the default and 30 days to cure said default; or

F. Execution is levied against Developer or the real or personal property of the Developer is sold after levy by any governmental body or agency, sheriff, marshal, or constable.

8.2. Termination With Opportunity To Cure. Except as otherwise provided in Section 8.1, Developer will have thirty (30) calendar days after receiving a written notice of termination from Pearle Vision (the "**Notice of Termination**") within which to remedy any default under this Agreement (or, if the default cannot reasonably be cured within thirty (30) calendar days, to initiate within that time all available substantial and continuing action to cure the default), and to provide evidence thereof to Pearle Vision. If Developer has not cured any default within that time (or, if appropriate, Developer has not initiated substantial and continuing action to cure the default within that time), or such longer period as applicable law may require, this Agreement will terminate immediately upon expiration of the thirty (30)-day period or such longer period as applicable law requires. Developer will be in default of this Agreement for any failure to substantially comply with any of the requirements imposed upon Developer by this Agreement, as it may from time to time be supplemented by Pearle Vision's Operations Portal, as it may be amended by Pearle Vision from time to time, or otherwise, or to carry out the terms of this Agreement in good faith. Defaults include the occurrence of the following events:

A. Developer fails to comply with the Development Schedule (or any extension thereof, if any, approved by Pearle Vision in writing);

B. Developer fails to develop a replacement EyeCare Center within any time period agreed upon by the parties under Section 4.5;

C. Developer fails to execute the Franchise Agreement;

D. One or more of Developer or Developer's Principals make a Transfer in violation of Section 9.2;

E. Developer misuses the Marks or otherwise materially impairs the goodwill associated therewith or with the System or Pearle Vision's rights therein and does not cure such default within a reasonable period under the circumstances (which in no event shall be less than twenty-four (24) hours following written notice from Pearle Vision);

F. A government or administrative agency action precludes Developer from making any payment under this Agreement;

G. Criminal proceedings involving a crime of moral turpitude or any felony are instituted against Developer, Developer's shareholders or members, or Designated Developer; or

H. Developer fails to comply with any term or condition of this Agreement not specifically described as an event of automatic termination in Section 8.1.

8.3. Termination Not Exclusive Remedy. If Pearle Vision determines that Developer has substantially met the material conditions described in Section 3, 4, 5 and 7 prior to the grant of the right to establish each additional EyeCare Center, then Pearle Vision may, in the reasonable exercise of its discretion, suspend Developer's right to develop EyeCare Centers until such material conditions are satisfied, at which time the Development Schedule shall be reinstated, which reinstatement may include a reduction in the number of EyeCare Centers or the number of Development Periods. Any such reinstatement may be conditioned upon Developer's payment of a fee to Pearle Vision at the time of the suspension in such amount as Pearle Vision may require.

8.4. Developer's Obligations Upon Termination. Upon the termination or expiration of this Agreement, Developer shall have no right to establish or operate any EyeCare Center meeting the following criteria:

A. A Location Addendum is not executed by Pearle Vision and delivered to Developer at the time of termination or expiration; or

B. Developer has not satisfied the prerequisites for obtaining a franchise as described in Sections 4 and 5, whether or not a Franchise Agreement has been executed.

8.5. Pearle Vision's Rights Upon Termination. If this Agreement expires or terminates, Pearle Vision shall be entitled to establish, and to franchise others to establish, EyeCare Centers anywhere in the Development Territory. No right or remedy herein conferred upon or reserved to Pearle Vision is exclusive of any other right or remedy provided or permitted by this Agreement or by law or in equity.

9. TRANSFER OF INTEREST

9.1. By Pearle Vision. Pearle Vision has the unconditional right to transfer or assign this Agreement to any third party.

9.2. By Developer.

A. Basic Prohibition. Developer and its Principals understand and acknowledge that this Agreement is personal to Developer and its Principals and that Pearle Vision entered into this Agreement in reliance upon and in consideration of the singular personal skill and qualifications of Developer and Developer's Principals and their respective shareholders, members or equity owners. Therefore, except as specifically provided in this Agreement, Developer and its Principals may not transfer, assign, sell, share, give away, redeem, sublicense, or divide (each of which shall constitute a "Transfer"), voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, in any manner, any interest in any of Developer's Pearle Vision EyeCare Centers or this Agreement without the prior written consent of Pearle Vision procured in accordance with the terms and conditions set forth in this Section 9.2. For purposes of this Section, an "interest" includes Developer's or its Principals interest in and to, and/or rights, duties and privileges under this Agreement (each of which shall constitute an "Interest").

B. Additional Deemed Transfers. The following shall also be deemed to be a Transfer requiring consent under this Agreement and applicable Franchise Agreement: (a) any Transfer to a corporation, partnership, limited liability company or other entity or any conversion of an entity to a different form of entity; (b) if Developer or Principal is a corporation or limited liability company, (i) any conversion, dissolution, merger, consolidation, or other reorganization, (ii) any issuance, sale or other Transfer of any shares or membership units in an amount sufficient, either alone or when combined with another Transfer, to affect Control or to a person or entity that is not an existing shareholder or member, (iii) any sale of assets not in the ordinary course of business, or (iv) any change in the chief executive, operating, or financial officer or any manager; (c) if Developer or Principal is a partnership, any change in or withdrawal of any partner or conversion, merger, consolidation, or other reorganization or any dissolution of the partnership; and (d) if Developer or a Principal consists of more than one person, any Transfer from one person to any other.

C. Control. For purposes of this Section 9, "**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such entity through ownership of voting securities, by contract, or otherwise. However, ownership of 10% or less of the voting securities of an entity shall not constitute Control of that entity unless there are contractual rights giving the owner of such 10% or less interest Control of the entity.

D. Conditions to Consent. Pearle Vision may withhold its consent to a Transfer of any Interest in its sole and absolute discretion or condition consent on fulfillment of any conditions Pearle Vision chooses, including but not limited to the following:

1. The proposed transferee, and all equity owners of the transferee if the transferee is a Business Entity (individually and collectively the “*Transferee*”), must apply to Pearle Vision for acceptance as a Developer or Principal;

2. The Developer and all Principals of Developer (individually and collectively the “*Transferor*”) must be in full compliance with their obligations to Pearle Vision under this Agreement or otherwise;

3. The Transferee must demonstrate that Transferee has the skills, qualifications, ethics, moral values, and economic resources necessary, in Pearle Vision’s sole judgment, to properly develop the EyeCare Centers in accordance with the Development Schedule;

4. The proposed Transferee, Transferee’s proposed Designated Developer and Regional Manager must successfully complete Pearle Vision’s required training programs, at the Transferee’s own expense;

5. The Transferor must obtain and submit to Pearle Vision any necessary third-party consents;

6. The Transferor must execute, in a form prescribed by Pearle Vision, a full release of all claims against Pearle Vision and its Affiliates, and their respective officers, directors, shareholders, agents, attorneys, contractors, and employees in their corporate and individual capacities;

7. The Transferee’s Designated Developer, equity owners, officers, and directors must execute Pearle Vision’s standard form confidentiality agreement if required by Pearle Vision;

8. The Transferor must provide Pearle Vision with a fully executed copy of the proposed transfer agreement with all exhibits and supporting documents (which must state that the Transfer is subject to Pearle Vision’s prior written approval and to any required approvals from third parties);

9. The Transferor must remain liable for all of Transferor’s obligations to Pearle Vision arising out of or related to this Agreement before the effective date of the Transfer, and has executed all instruments reasonably requested by Pearle Vision to evidence that continuing liability;

10. The Transferee must sign, at Pearle Vision’s option: (a) an agreement to assume the Transferor’s obligations under this Agreement; or (b) Pearle Vision’s then-current form of Development Agreement and ancillary agreements, which will contain the standard terms then being offered by Pearle Vision to new Developers, except that the term of that Development Agreement will end on the expiration date of this Agreement;

11. Each principal, including all owners thereof, of Transferee must sign Pearle Vision’s then-current form of (a) Guaranty and Assumption of Developer’s

Obligations Agreement and (b) Confidentiality/Covenant not to Compete Agreement; and

12. The Transferor must pay Pearle Vision a non-refundable transfer fee in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (the “**Transfer Fee**”). If less than Developer’s entire interest under this Agreement is being transferred, the Transfer Fee will be pro-rated based on the percentage of interest being transferred.

E. Additional Conditions to Consent. Without limiting the complete discretion granted to Pearle Vision in Section 9.2.D, above, in addition to the conditions in Section 9.2.D, above, and any other conditions, Pearle Vision’s consent to an assignment, sale, transfer, or other disposition of any Interest in Developer, any Principal or this Agreement or Developer’s or Principal’s conversion to a corporation, limited liability company or partnership may be conditioned on any or all of the following:

1. All the shares of stock or units of membership of the corporation or company being owned by the same individuals and in the same proportions as interests in the Developer or Principal are presently owned or Pearle Vision’s consenting to the Transfer of a portion of the shares or units to holders other than Developer or Principal, as the case may be, agreeing in writing to own legally and beneficially a majority of the shares or units at all times during the term of this Agreement;

2. The certificates evidencing shares or units bearing an appropriate legend prominently disclosing the existence of the restrictions on Transfer contained in this Agreement;

3. Developer’s principal executive officer agreeing to serve as the principal executive officer of the corporation or manager of the corporation or company at all times during the term of this Agreement;

4. Each shareholder or member executing Pearle Vision’s then current form of (a) Guaranty and Assumption of Developer’s Obligations Agreement and (b) Confidentiality/Covenant not to Compete Agreement;

5. If a partnership, Pearle Vision’s approval of the composition of the partnership and the business acumen, aptitude, experience, financial stability or responsibility, and other relevant characteristics of each partner; and

6. If a partnership, the execution of a written partnership agreement that provides that no interest in the partnership shall be transferred or change in partnership composition made without Pearle Vision’s prior written consent and approval; and the partnership being a general partnership.

F. Death or Disability. Promptly after the death or permanent incapacity of the parties specified below, the following actions must be taken:

1. Anyone holding an interest in the Developer Principal or this Agreement, arrangements satisfactory to Pearle Vision must be made to dispose of that interest within one hundred eighty (180) days, otherwise, Pearle Vision may terminate this Agreement in accordance with Section 8; and/or

2. Designated Developer, arrangements satisfactory to Pearle Vision must be made to designate a subsequent Designated Developer within sixty (60) days.

3. Regional Manager, arrangements satisfactory to Pearle Vision must be made to designate a subsequent Regional Manager within sixty (60) days.

G. Compliance by Principals. All Principals, whether an individual or a Business Entity, acquiring any portion of Developer's interest in the Development Agreement must sign Pearle Vision's then-current form of (a) Guaranty and Assumption of Developer's Obligations Agreement and (b) Confidentiality/Covenant not to Compete Agreement and complete Pearle Vision's initial training program as contemplated by Section 7.4.

10. COVENANTS

10.1. Business Entity. If Developer is a Business Entity, Developer represents, warrants and covenants that:

A. Developer is duly organized and validly existing under the jurisdiction of its formation;

B. Developer is duly qualified and is authorized to do business in each jurisdiction in which its business activities or the nature of the properties owned by it require such qualification;

C. Developer's business charter shall at all times provide that the activities of Developer are confined exclusively to the development and operation of Pearle Vision EyeCare Centers, and such other activities that may be related thereto;

D. Developer has the authority to execute this Agreement and the consummate the transactions contemplated hereby;

E. Developer provided all reasonably requested documentation to Pearle, including Financial Statements, copies of Developer's articles of incorporation, bylaws, partnership or membership agreement, other organizational and governing documents, any amendments thereto, resolutions authorizing entry into and performance of this Agreement, and any certificates, buy-sell agreements or other documents restricting the sale or Transfer of stock, partnership or membership interests, and any other documents;

F. Developer agrees the current Ownership Interests in Developer are accurately and completely described in Section 1.

G. If Developer is a corporation, Developer shall maintain stop-transfer instructions against the transfer on its records of any of its equity securities and each stock certificate representing stock of the corporation shall have conspicuously endorsed upon it a statement in a form satisfactory to Pearle Vision that it is held subject to all restrictions imposed upon Ownership Interest Transfer by this Agreement; provided, however, that the requirements of this Section 10.1 shall not apply to the transfer of equity securities of a Publicly-Held Business Entity. If Developer is a partnership or LLC, its written partnership agreement or membership agreement shall provide that ownership of an interest in the partnership or LLC is held subject to all restrictions imposed upon Ownership Interest Transfer by this Agreement; provided, however, that nothing contained in this Section 10.1 or elsewhere in this Agreement or in any other agreement between Developer and Pearle Vision, or their respective Affiliates, shall prohibit or restrict any sale, issuance, or Transfer of Ownership Interests between immediate family members of Developer's Principals.

10.2. Trademarks; Intellectual Property. Developer will acquire no right to use, or to license the use of, any name, mark or other intellectual property right granted or to be granted by this Agreement, except in connection with the operation of EyeCare Centers pursuant to Pearle Vision Franchise Agreements, and Developer acknowledges the following:

A. Pearle Vision is the lawful owner of the Marks which are part of the Pearle Vision System, and Developer will take no action challenging the validity of Pearle Vision's ownership of such Marks.

B. Developer's use of Pearle Vision's Marks will inure to the benefit of Pearle Vision.

C. Developer will not use, or cause to be used, any modified form of any of Pearle Vision's Marks licensed by this Agreement, without Pearle Vision's prior written consent, which may be granted or withheld at Pearle Vision's sole discretion.

D. Developer will notify Pearle Vision immediately if Developer learns of an apparent infringement of, or a challenge to Developer's use of, any of Pearle Vision's Marks. Pearle Vision may, at Pearle Vision's sole discretion, defend Developer in any legal proceeding against Developer challenging Developer's use of those Marks. If Pearle Vision does so, Pearle Vision will have sole discretion to take such action as it deems appropriate and to control exclusively any litigation or administrative proceeding arising out of any such infringement or challenge. Developer will sign such instruments and documents and render such other assistance as, in the opinion of Pearle Vision's attorneys, may be necessary or advisable to protect Pearle Vision's interests in any such litigation or administrative proceeding.

E. If it becomes advisable at any time, in Pearle Vision's sole discretion, for Developer to modify or discontinue use of the Pearle Vision Marks, or any other marks or service marks, and/or to use one or more additional names or Marks, Developer will be obligated to do so at Developer's sole cost and expense.

F. The franchise granted by this Agreement constitutes an entire system for doing business, of which Pearle Vision's Marks are mere symbols.

G. If Pearle Vision for any reason loses any of Pearle Vision's Marks, that loss will not constitute a breach of this Agreement, and Developer will continue to comply with the terms of this Agreement.

H. Developer will not have any Internet website, blog, extranet, social networking site or any other electronic advertising or forum, except a website which is accessed and hosted by Pearle Vision, or advertise the prices of any products or services sold in the EyeCare Center on an Internet website or through any other electronic medium without Pearle Vision's prior approval.

I. If Developer develops any new concept, product, process or improvement in the operation or promotion of the EyeCare Center, Developer is required to promptly notify Pearle Vision and provide Pearle Vision with all necessary related information, without compensation. Developer acknowledges that any such concept, process or improvement shall become the property of Pearle Vision, and Pearle Vision may use or disclose such information to other Pearle Vision Developers or Franchisees as it determines to be appropriate.

J. Pearle Vision owns all copyrightable subject matter that Pearle Vision provides to Developer or Developer prepares to operate Developer's Business. Pearle Vision shall loan or provide electronic access to one copy of the Operations Portal, in the English language, to Developer for the duration of this Agreement. Developer will, at its expense, prepare translations and other derivative works of the Operations Portal, sales and other materials into such other languages as Pearle Vision may approve, provided Developer obtains Pearle Vision's prior written consent. All such Pearle Vision authorized derivative works will be considered "work-made-for-hire" within the meaning of the United States Copyright Act (the "Act") and Pearle Vision will own all interests in the copyright for such derivative works. If the derivative work is not deemed a work-made-for-hire under the Act, Developer hereby irrevocably assigns to Pearle Vision all of its interests in the copyright for such derivative work. Developer further agrees to reasonably cooperate with Pearle Vision as necessary to confirm and perfect such rights for Pearle Vision. Immediately upon Pearle Vision's request, Developer will return all copyrightable subject matter in Developer's control to Pearle Vision, whether such materials were prepared by Pearle Vision, Developer or a third party.

10.3. Covenants Against Competition. Developer or its Principals shall not engage in a Competitive Business and as further outlined below.

A. **In-Term Covenant.** Throughout the term of this Agreement, Developer or its Principals shall not, either directly or indirectly, engage in any Competitive Business other than operation of other Pearle Vision franchises or, if Developer or its Principals are an optometrist or ophthalmologist, sublease space from Pearle Vision or its affiliates in order to operate an optometric office. Developer or its Principals shall not engage in any such Competitive Business as a proprietor, partner, investor, shareholder, member,

manager, director, officer, employee, principal, agent, adviser, landlord, or consultant thereof. Additionally, Developer or its Principals shall not divert any business that could be handled by Developer to any other entity.

B. Post-Term Covenant. For a period of one year beginning on the later of (1) the expiration, termination, transfer or assignment of this Agreement, or (2) the date that Developer or its Principals commence full, uninterrupted compliance with this Section 10.3.B, Developer or its Principals shall not, either directly or indirectly, engage in any Competitive Business that is located at or within a three (3) mile radius of any of the Locations (as defined in the Franchise Agreement) or contact or direct advertising to anyone whom the Developer knows was an Pearle Vision customer during the previous one (1) year for the purpose of selling them merchandise which competes with Pearle Vision. This prohibition includes engaging in any such Competitive Business as a franchisee, proprietor, partner, investor, shareholder, member, manager, director, officer, employee, principal, agent, adviser, tenant, landlord or consultant thereof.

C. Indirect Competition. The prohibitions of Sections 10.3.A and 10.3.B above, include not only direct competition but also all forms of indirect competition, such as consultation for Competitive Businesses, service as an independent contractor for such Competitive Businesses, or any assistance or transmission of information of any kind or nature that would be of any material assistance to a Competitive Business. The provisions of Sections 10.3.A and 10.3.B above, are not intended, however, to prevent Developer from owning for investment purposes up to an aggregate of five percent of the capital stock of any competitive business that is a Business Entity whose Ownership Interest is listed and traded on a national or regional stock exchange, provided that Developer is not an officer or director and does not control any such Business Entity.

D. Third-Party Covenants. Developer shall require and obtain the execution of Pearle Vision's standard form of CCNCA from each of Developer's Principals in a form acceptable to Pearle Vision. Developer shall submit a signed copy of each CCNCA to Pearle Vision for its records promptly following execution of the CCNCA. Developer acknowledges that it is responsible for enforcing each CCNCA. Pearle Vision shall be a third party beneficiary of each CCNCA, but Pearle Vision has no obligation to Developer to enforce the CCNCAs.

10.4. Confidential Information.

A. Confidentiality. Developer may not ever, during the Term, or at any time thereafter, divulge or use for the benefit of any other Person, any of the Confidential Information.

1. Developer acknowledges that the Pearle Vision System and benefits derived from it are the sole property of Pearle Vision. Any developments to the System made or prepared by Developer will become Pearle Vision's sole and exclusive property without compensation.

2. Developer will not appropriate, use or duplicate the Pearle Vision System, or any portion of it, including any computer software or data used in connection with it, for use at any business other than the EyeCare Center.

3. Developer acknowledges that all practices, products, know-how and other proprietary information, including the entire contents of the Operations Portal, as amended from time to time, and disclosed to Developer pursuant to the Franchise Agreement are Confidential Information and industrial secrets or trade secrets of Pearle Vision under Article 82 of the Industrial Property Law of Mexico and are an integral part of this Agreement. Developer agrees to (i) follow all guidelines established by Pearle Vision in Pearle Vision's sole discretion to maintain the secrecy of such information; (ii) disclose such information to Developer's employees only to the extent necessary to develop and operate the EyeCare Centers in accordance with this Agreement; (iii) not use such information in any other business or in any manner not specifically authorized or approved in writing by Pearle Vision; and (iv) exercise the highest degree of care and make every effort to maintain the confidentiality of all Confidential Information during and after the term of this Agreement.

B. Disclosure of Information. Developer agrees that Pearle Vision may disclose any information Pearle Vision possesses relating to this Agreement and the Franchised Business.

C. Employee Confidentiality Agreements. At Pearle Vision's request, Developer will require its Designated Developer, Regional Manager and other employees to execute Pearle Vision's standard form CCNCA in a form acceptable to Pearle Vision and provide signed copies to Pearle Vision. Pearle Vision has no obligation to Developer to enforce the CCNCAs for the benefit of Developer, and Pearle Vision may refuse to enforce and/or waive enforcement of the CCNCAs in its sole and exclusive discretion.

10.5. Working Capital. Developer agrees that it shall maintain at all times, during the term of this Agreement, sufficient working capital to fulfill its obligations under this Agreement.

10.6. Remedies. Developer acknowledges that a violation of the covenants set out in this Agreement will result in immediate and irreparable injury to Pearle Vision for which no adequate remedy at law may be available. Developer expressly agrees that it may conclusively be presumed that any violation of the terms of the covenants described in this Section 10 was accomplished by and through Developer's unlawful utilization of Pearle Vision's Confidential Information. Accordingly, Developer expressly agrees that in addition to all other remedies, Pearle Vision is entitled to injunctive relief and other equitable remedies in enforcing its rights under this Agreement and the customary rules of equity respecting application therefor and defenses thereto, and Developer waives the posting of any bond or security by Pearle Vision in connection therewith.

10.7. Revision of Covenants. If all or any portion of the covenants set forth in this Agreement are held unreasonable, void, vague, or unlawful by any court or agency having competent jurisdiction over the parties and subject matter, the arbitrator, court or agency is empowered to revise and/or construe the covenants so as to fall within permissible legal limits and

shall not by necessity invalidate the entire covenants. Developer expressly agrees to be bound by any lesser covenants subsumed within the terms of this Section 10 as if the resulting covenants were separately stated in and made a part of this Agreement. At any time, Pearle Vision may notify Developer of its decision to unilaterally reduce the duration, geographical or conceptual scope of any covenant set forth in this Agreement, and upon receipt of a notice of such a decision, Developer shall comply with such revised covenant as if it were originally stated herein.

10.8. Reasonableness of Covenants. The Developer, its Principals and its guarantors, acknowledge that the covenants contained in this Agreement, including this Section 10, are no greater than what is reasonable and necessary in the context of arrangements contemplated under this Agreement.

11. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

11.1. Independent Contractor. During the term of this Agreement, Developer shall hold itself out to the public as an independent contractor conducting the Developer's Business pursuant to the rights granted by Pearle Vision. Developer agrees to take such action as shall be necessary to that end, including, without limitation, exhibiting a notice of that fact in a conspicuous place in Developer's office premises, and on all letterhead, business cards, forms, and other materials (as further described in the Operations Portal), the content and form of which Pearle Vision reserves the right to specify in writing.

11.2. Non-Fiduciary Relationship. The parties acknowledge and agree that this Agreement does not create a fiduciary relationship between them, that Developer shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party as an agent, legal representative, Affiliate, joint venturer, partner, employee, joint employer or servant of the other for any purpose, and that the following apply:

A. Developer understands and agrees that nothing in this Agreement authorizes Developer to make any contract, agreement, warranty or representation on Pearle Vision's behalf, or to incur any debt or other obligation in Pearle Vision's name, and that Pearle Vision shall in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action, or for any act or omission of Developer or any claim or judgment arising therefrom.

B. Pearle Vision understands and agrees that nothing in this Agreement authorizes Pearle Vision, to make any contract, agreement, warranty or representation on Developer's behalf, or to incur any debt or other obligation in Developer's name, and that Developer shall in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action, or for any act or omission of Pearle Vision, or any claim or judgment arising therefrom.

11.3. Indemnification. Developer and each of its Principals shall, at all times, indemnify and hold harmless to the fullest extent permitted by law Pearle Vision, its Affiliates, successors, assigns and designees of such entity, and the respective directors, officers, employees, agents, attorneys, shareholders, members, managers, designees and representatives of each (collectively, the "Indemnitees"), from all Losses and Expenses incurred in connection with any action, suit,

proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises out of or is based upon any of the following, whether or not founded in whole or in part upon negligence of the Indemnitees: Developer's alleged or actual infringement or violation of any patent, trademark, or copyright or other proprietary right owned or controlled by third parties; Developer's alleged violation or breach of any contract, federal, state, provincial, regional or local law, regulation, ruling, standard, or directive or of any industry standard; libel, slander, or any other form of defamation by Developer; Developer's alleged violation or breach of any warranty, representation, agreement, or obligation in this Agreement; any acts, errors, or omissions of Developer or any of Developer's agents, servants, employees, contractors, partners, proprietors, affiliates, or representatives; latent or other defects in the Location, whether or not discoverable by Pearle Vision or Developer; any product or service provided by Developer at, from, or related to the development of any Pearle Vision EyeCare Center; any damage to the property of Developer or Pearle Vision, their agents, or employees, or any third person, firm, or corporation; any negotiation assistance provided by Pearle Vision or its designee to Developer for leases, lease assignments, lease modifications or lease extensions pursuant to this Agreement or the Franchise Agreement; and the transfer of any interest in this Agreement, the Franchise Agreement or any of Developer's assets.

11.4. Losses and Expenses. Except for Losses and Expenses incurred as a result of, or arising from, recklessness or willful misconduct of Indemnitees, all Losses and Expenses incurred under this Section 11 shall be chargeable to and paid by Developer pursuant to its obligations of indemnity under this Section 11, regardless of any actions, activity or defense undertaken by Pearle Vision or the subsequent success or failure of such actions, activity, or defense.

11.5. Errors and Omissions. The Indemnitees do not assume any liability whatsoever for acts, errors, or omissions of any third party with whom Developer may contract, regardless of the purpose. Developer shall hold harmless and indemnify the Indemnitees for all Losses and Expenses which may arise out of any acts, errors or omissions of Developer, the Developer's Principals any such other third parties without limitation and without regard to the cause or causes thereof or the negligence (whether such negligence be sole, joint or concurrent, or active or passive) or strict liability of Pearle Vision or any other party or parties arising in connection therewith.

11.6. Survival. Developer expressly agrees that the terms of this Section 11 shall survive the termination, expiration or Transfer of this Agreement or any interest herein.

12. DISPUTE RESOLUTION

12.1. Mediation. Except as otherwise specified in this Agreement, if any dispute arises between the parties concerning this Agreement or any related agreement, or the relations between the parties, which cannot be settled through negotiation after diligent effort, before resorting to litigation the parties will first attempt in good faith to settle the dispute or claim by non-binding mediation conducted under the auspices and then-prevailing rules of the National Franchise Mediation Program (or, if that program is discontinued, under the auspices and then-prevailing commercial non-binding mediation rules of the American Arbitration Association). The parties agree to participate in at least six (6) hours of mediation and to split equally the costs of the mediation, including the mediator's fees and expenses. The mediation will be confidential and

non-discoverable. The parties' obligation to mediate will be deemed to be satisfied when six (6) hours of mediation have been completed, whether or not the parties have resolved their differences. The demanding party's duty to mediate will be deemed satisfied thirty (30) days after a mediation demand has been made if the non-demanding party fails to appear or participate in good faith in the mediation. Neither party will unreasonably withhold consent to the selection of a mediator. Pearle Vision and Developer may agree to replace mediation with some other form of ADR, such as neutral fact-finding or a mini-trial. If Pearle Vision and Developer are still unable to reach an accord upon satisfaction of the parties' obligation to mediate as provided above, then either party may submit the matter to the courts for resolution.

12.2. Reserved Court Issues. Disputes and controversies of the following types between Pearle Vision and Developer will not require mediation prior to instituting litigation, and either party may submit the matter directly to the courts for resolution: (a) any disputes arising between Pearle Vision and Developer relating to the failure to pay amounts owed (or amounts guaranteed by Pearle Vision on Developer's behalf); (b) any dispute involving termination of this Agreement; (c) any dispute involving the Marks or the Pearle Vision System, including matters of ownership of the Pearle Vision System or the Marks; (d) any dispute involving enforcement of the confidentiality provisions of this Agreement; (e) any dispute involving enforcement of the covenants not to compete set forth in this Agreement; and/or (f) any judicial proceeding in equity seeking temporary restraining orders, preliminary injunctions, or other interlocutory relief. Furthermore, nothing in this Section 12 is intended to prevent either party from resorting to judicial intervention if any other species of interim relief from a court is necessary to prevent serious and irreparable injury to either party or to others.

13. ENFORCEMENT

13.1. Governing Law; Venue. This Agreement is deemed to be entered into in Mason, Ohio, and all payments by Franchisee to Pearle Vision are deemed made in Mason, Ohio. Any disputes pertinent to this Agreement, the offer and sale of the Development Agreement, the franchise relationship between the parties, and any claims at law or equity advanced by Franchisee against Pearle Vision, shall be governed by and construed in accordance with the laws of the state of Ohio. The United States District Court for the Southern District of Ohio—Western Division shall be the venue and exclusive proper forum in which to adjudicate any case or controversy arising, either directly or indirectly, under, or in connection with this Agreement unless the requirements for subject matter jurisdiction in that court are not satisfied, in which case venue shall be in the state court located in Warren County, Ohio. Nothing in this Section 13.1 is intended to invoke application of any franchise or any similar law, rule, or regulation, of the state of Ohio or of any other state, which would not otherwise apply.

13.2. Construction; Severability. All references in this Agreement to the singular include the plural where applicable. Paragraph captions are inserted only for convenience and reference and are not intended to define, limit, or describe the scope, intent, or language of this Agreement or any provisions hereof. The Recitals found on page 1 of this Agreement are fully incorporated by reference as part of this Agreement. All terms and words used in this Agreement regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Agreement or any section, paragraph or clause herein may require, as if such words

had been fully and properly written in the appropriate number or gender. The word “shall” is mandatory and a party shall be in default of this Agreement if it fails to do something that the Agreement states that the party “shall” do. The word “may” is permissive, and means that the party has the right to do what it stated (and, by extension, if this Agreement states that a party “may not” do an act, the party is forbidden from doing that act). Whenever the term “includes” or “including” is used in this Agreement, it shall be considered to mean “includes, but is not limited to,” or “including, but not limited to”.

13.3. Partial Invalidity Does Not Void Agreement. Except as provided herein, the parties agree that in the event that any provision of this Agreement is construed or declared to be invalid, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated. In the event that any provision of this Agreement shall be contrary to the law of any jurisdiction in which this Agreement shall have an operative effect, then the law of the jurisdiction shall take precedence over that provision. If a court enters a binding order or judgment in any litigation between Developer and a Franchisee or between Developer and Pearle Vision, that any part, term or provision of this Agreement or the Franchise Agreement concerning the payment of monies due, directly or indirectly to Pearle Vision is in any manner or to any extent void, invalid, or unenforceable or which requires Pearle Vision to materially increase its duties or to incur liabilities which exceed its previously stated interpretation of those duties, Pearle Vision may terminate this Agreement immediately upon delivering notice to Developer.

13.4. Course of Dealing Is Not Applicable. No previous course of dealing or usage in the trade not specifically set forth in this Agreement shall be admissible to explain, modify or contradict this Agreement.

13.5. Obligations Are Joint and Several. The obligations and authorizations hereunder shall be joint and several.

13.6. Costs of Enforcement. Developer agrees to reimburse Pearle Vision for any reasonable attorneys’ fees, experts’ fees, court costs, and expenses of litigation Pearle Vision incurs related to its successful enforcement of this Agreement.

13.7. Notices. Any notice required under this Agreement must be in writing and may be delivered by certified mail, registered mail, fax, overnight courier, or by physically delivering the notice in person. All notices to Pearle Vision should be sent to Luxottica of America Inc., Attention: Legal Department, 4000 Luxottica Place, Mason, Ohio 45040, or to such other address as Pearle Vision designates in writing. Notices sent by certified mail or registered mail will be deemed to have been received upon delivery of the notice or the first attempted delivery by the postal service. All other forms of notice will be deemed received on the date of actual delivery. The addresses herein given for notices may be changed at any time by either party by written notice given to the other party as herein provided. No notice, request, consent, approval, waiver or other communication which may be or is required or permitted to be given under this Agreement will be effective unless it is in writing, in English and delivered to the other party as a notice as set forth in Section 13.7.

13.8. No Waiver. No failure of Pearle Vision to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by Developer with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Pearle Vision's right to demand exact compliance with any of the terms hereof. Waiver by Pearle Vision of any particular default of Developer shall not affect or impair Pearle Vision's rights with respect to any subsequent default of the same, similar, or different nature; nor shall any delay, force, or omission of Pearle Vision to exercise any power or right arising out of any breach of default by Developer of any of the terms, provisions, or covenants hereof, affect or impair Pearle Vision's right to exercise the same, nor shall such constitute a waiver by Pearle Vision of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by Pearle Vision of any payments due to it hereunder shall not be deemed to be a waiver by Pearle Vision of any preceding breach by Developer of any terms, covenants, or conditions of this Agreement.

13.9. Remedies. All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between Developer Principals, and Pearle Vision or its Affiliates. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more uses thereof and may be exercised at any time or from time to time as often as may be expedient. Any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination or exercise of Pearle Vision's rights pursuant to Section 8 of this Agreement shall not discharge or release Developer from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement. Additionally, Developer shall pay all court costs and reasonable attorneys' fees incurred by Pearle Vision in obtaining any remedy available to Pearle Vision for any material violation of this Agreement.

13.10. Warranties. Pearle Vision assumes no liability or obligation to the Developer or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or suggestion to the Developer in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

13.11. Covenant of Good Faith. If applicable law shall imply a covenant of good faith and fair dealing in this Agreement, the parties agree that such covenant shall not imply any rights or obligations that are inconsistent with, or in addition to, the terms of this Agreement. Additionally, if applicable law shall imply such covenant, Developer acknowledges and agrees that: (a) this Agreement (and the relationship of the parties that is inherent from this Agreement) grants Pearle Vision the discretion to make decisions, take actions, and/or refrain from taking actions not inconsistent with Pearle Vision's explicit rights and obligations hereunder that may affect favorably or adversely Developer's interests; (b) Pearle Vision will use its judgment in exercising such discretion based on its assessment of its own interests and balancing those interests against the interests of the owners of Pearle Vision EyeCare Centers generally (including Pearle Vision, and its affiliates, Developers and Franchisees), and specifically without considering Developer's

individual interests or the individual interests of any other particular Developer; (c) Pearle Vision will have no liability to Developer for the exercise of its discretion in this manner, so long as such discretion is not exercised in bad faith toward Developer; and (d) in the absence of such bad faith, no trier of fact in any legal action shall substitute its judgment for our judgment so exercised.

13.12. Limitation of Claims. Developer agrees that any claims by Developer against Pearle Vision arising out of, or relating to, this Agreement may not be commenced by Developer unless brought before the earlier of: (a) the expiration of one (1) year after the act, transaction, or occurrence upon which such claim is based; or (b) one (1) year after this Agreement expires or is terminated for any reason. Developer agrees that any claim or action not brought within the periods required under this Section 13 shall forever be barred as a claim, counterclaim, defense, or set off.

13.13. Waiver of Right to a Jury and Punitive Damages. Pearle Vision and Developer hereby knowingly, voluntarily, and intentionally agree as follows:

A. Pearle Vision and Developer both expressly waive the right either may have to a trial by jury in any action, proceeding, or counterclaim brought by or against either party; and

B. Pearle Vision and Developer both expressly waive any claim for punitive, multiple, and/or exemplary damages, except that Pearle Vision shall be free at any time hereunder to bring an action or willful trademark infringement and, if successful, to receive an award of multiple damages as provided by law.

13.14. Modification of Development Agreement. This Agreement may not be modified, amended, or altered except by an instrument signed by all of the parties to this Agreement. Notwithstanding the preceding sentence, Developer understands and agrees that Pearle Vision may, from time-to-time, issue new (or amend or modify existing) standards, operating procedures, policies, and guidelines pertaining to the Pearle Vision System. Pearle Vision has the right to operate, develop, and change the System in any manner that is not specifically precluded by this Agreement. Whenever Pearle Vision has reserved in this Agreement a right to take or withhold an action, or to grant or decline to grant Developer a right to take or omit an action, except as otherwise expressly and specifically provided in this Agreement, Pearle Vision may make decisions or exercise rights on the basis of the information readily available to it, and its judgment of what is in its best interests and/or in the best interests of the Pearle Vision System, at the time the decision is made, shall be deemed to be reasonable and enforceable, without regard to whether other reasonable or even arguably preferable alternative decisions could have been made by Pearle Vision and without regard to whether the decision or the action taken promotes Pearle Vision's financial or other individual interest. The parties agree that they will execute any amendments or modifications to this Agreement as may from time-to-time be required as a result of changes in governing law.

13.15. Entire Agreement.

A. This Agreement, together with the referenced attachments and documents, will be construed together and will constitute the entire agreement between Pearle Vision

and Developer concerning the subject matter of this Agreement, and will supersede all prior understandings and agreements between Pearle Vision and Developer regarding the Development Agreement. This Section 13.15 is not intended to disclaim the disclosures contained in the FDD. This Agreement incorporates the standards and specifications of the Pearle Vision System as communicated by Pearle Vision from time to time in the Operations Portal and additional communications. Otherwise, it may not be amended without the written agreement of both parties, in accordance with Section 13.14.

B. Addendum A to this Agreement is a compilation of certain state specific addenda required, for the most part, by state franchise law administrators under the various state franchise registration and disclosure laws or equivalent laws. To the extent that the offer and sale of this Agreement to Franchisee would be governed by any such law, this Agreement should be considered amended to include any applicable attached corresponding state addendum.

14. FRANCHISEE ACKNOWLEDGMENTS AND REPRESENTATIONS.

14.1. Acknowledgments. Developer acknowledges and agrees the following:

A. No representations or warranties have been made by Pearle Vision regarding Developer's future success relating to the Development of Pearle Vision EyeCare Centers.

B. The Developer and the Developer's Principals represent that as of the date of this Agreement that they have no legal claims against Pearle Vision or its Affiliates, whether in contract, tort, or statutory, and they hereby release Pearle Vision and its Affiliates from any actions or omissions which have occurred before the date of this Agreement, whether in contract, tort or statutory. This statement does not release any claims the Developer may have related to Pearle Vision's compliance with applicable law during its offer and franchising of the development rights granted herein. The Developer acknowledges that Pearle Vision has relied upon this representation in executing this Agreement.

C. Before signing this Agreement, Developer investigated the Pearle Vision System to Developer's satisfaction.

D. Developer acknowledges Developer alone is responsible for causing Developer's Pearle Vision EyeCare Center to operate in full compliance with all applicable laws, and that Pearle Vision has no duty whatsoever to notify Developer of or advise Developer about its legal compliance obligations.

E. No representations or warranties have been made by Pearle Vision regarding Developer's ability to procure any required license or permit that may be necessary to the offering of one or more of the services contemplated to be offered by the Franchise.

F. The covenants not to compete set forth in this Agreement are fair and reasonable, and will not impose any undue hardship on Developer, since Developer has

other considerable skills, experience, and education that afford Developer the opportunity to derive income from other endeavors.

G. Any obligation of Developer that contemplates performance of such obligation after termination or expiration of this Agreement shall be deemed to survive such termination or expiration, including the provisions of this Section 14.

H. Pearle Vision has established the Operations Portal, an Intranet facility through which it may disseminate information regarding the Pearle Vision System, and other Confidential Information. Developer acknowledges that such dissemination will satisfy Pearle Vision's obligations to disseminate such information under this Agreement, provided that Pearle Vision provides reasonable notice of such dissemination to Developer. Pearle Vision shall have no obligation to maintain this facility indefinitely, and may dismantle it at any time without liability to Developer, provided that Pearle Vision establishes a reasonable alternative method for disseminating such information to Developer.

I. All information that Developer and Developer's Principals set forth in all applications, financial statements, and submissions to Pearle Vision is true, complete, and accurate in all respects.

J. This Agreement will not be effective or binding on Pearle Vision unless and until it has been accepted and signed by an authorized officer of Pearle Vision.

14.2. Terrorist and Money Laundering Activities. Developer's Principals represent and warrant to Pearle Vision that none of them is identified, either by name or an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (text currently available at www.treas.gov/offices/enforcement/ofac/). Further, Developer's Principals represent and warrant that they have not violated and agree not to violate any law prohibiting corrupt business practices, money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government, including acts prohibited by the U.S.A. Patriot Act (text currently available at <http://www.epic.org/privacy/terrorism/hr3162.html>), U.S. Executive Order 13224 (text currently available at <http://www.treas.gov/offices/enforcement/ofac/legal/eo/13224.pdf>), or any similar law. The foregoing constitute continuing representations and warranties, Developer and Developer's Principals shall immediately notify Pearle Vision in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

15. MISCELLANEOUS

15.1. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same Agreement.

15.2. Electronic Signatures. This Agreement may be signed using electronic signatures.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement on the day and year first above written.

PEARLE VISION:
LUXOTTICA OF AMERICA INC., an Ohio corporation

By: _____
Name: _____
Title: _____

DEVELOPER:

By: _____
Name: _____
Title: _____

- or -

Name: _____

Schedule 1.2

DEFINED TERMS

These pages (the “Defined Terms”) define certain words and phrases that are used in the attached Pearle Vision Development Agreement, the details of which shall control in the event of any conflict. The Defined Terms are an integral part of the attached Pearle Vision Development Agreement and is hereby incorporated therein. All capitalized terms which are either not defined in this Glossary or elsewhere in this Pearle Vision Development Agreement have the meaning set forth in the Franchise Agreement attached as Addendum B.

1.2.1. **Affiliate or affiliate** means a Business Entity that controls, is controlled by or is under common control with another individual or Business Entity, either by virtue of equity ownership, by contract or by other means.

1.2.2. **Asset Transfer** means the voluntary, involuntary, direct or indirect sale, assignment, transfer, license, sublicense, sublease, collateral assignment, grant of a security, collateral or conditional interest, *inter vivos* transfer, testamentary disposition or other disposition of the development rights granted herein, of this Agreement or of any interest in or right under this Agreement; of all or substantially all of the assets of the Developer’s business or of an interest therein or a material part thereof, including (1) any transfer in, or as a result of, a divorce, insolvency, dissolution proceeding or otherwise by operation of law; (2) any transfer upon Developer’s death or the death of any of Developer’s Principals by will, declaration of or transfer in trust, or under the laws of intestate succession; or (3) any foreclosure upon Developer’s business.

1.2.3. **Assignment Fee** means the fee specified in Section 1 as consideration for approval of an Asset Transfer if less than a Controlling Ownership Interest is transferred.

1.2.4. **Business Day** is a day when banks are open for customary business in the Development Territory.

1.2.5. **Business Entity** means a stock corporation, a limited liability company or any other type of business organization.

1.2.6. **Competitive Business** any business that: (i) offers or sells retail optical products and professional services; (ii) engages in any of the activities which this Agreement contemplates will be engaged in by Developer; or (iii) offers or sells any other product or service which comprises a part of the Pearle Vision System (or any product or service confusingly similar thereto).

1.2.7. **Confidential Information** is information relating to the operation of the System including, without limitation, the standards, methods, procedures and specifications of the System, including the contents of the Operations Portal, customer lists, prospect lists, vendors, vendor agreements, information about Developers or Franchisees and the operation of their businesses, information about suppliers and pricing, business plans, marketing plans, advertising programs, market research, information about customers, site evaluation and selection guidelines and techniques, any information communicated in writing and through other means, including electronic media (*e.g.*, internet, intranet, extranet, CD ROM, DVD, computer disk or video and

audio tape) and all other information which is used in the Developer's Business, which is derived from Pearle Vision or other franchisees, and which has value to Pearle Vision. However, that Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of Developer; (ii) was in Developer's lawful possession prior to the disclosure and had not been obtained by Developer either directly or indirectly from Pearle Vision; (iii) is lawfully disclosed to Developer by a third party without restriction on disclosure; (iv) is independently developed by Developer without use of or reference to Pearle Vision's Confidential Information; or (v) is required to be disclosed by law or other governmental authority; provided, however, that Developer shall first have given notice to Pearle Vision so that a protective order, if appropriate, may be sought by Pearle Vision.

1.2.8. **Confidentiality/Covenant Not to Compete Agreement** (the "CCNCA") means an agreement to be signed by Developer, its Principals and Pearle Vision (attached hereto as Addendum C) or an agreement to be signed by Developer, its Principals, Pearle Vision and employees of Developer designated by Pearle Vision whereby each party agrees not to disclose Confidential Information or to use it other than in the operation of the EyeCare Center.

1.2.9. **Control, Controlling or Controlling Interest** means the possession, directly or indirectly, of the power to direct or cause the direction, of the management and policies of a Business Entity, through ownership of voting securities, by contract or otherwise.

1.2.10. **Data Protection Laws** means any applicable law which regulates the collection, distribution or disclosure of information about Persons.

1.2.11. **Developer's Business** means the business carried on by Developer pursuant to this Agreement.

1.2.12 **Development Fee** means the fee specified in Section 1 as consideration for the development rights granted under this Agreement.

1.2.13. **Development Period** means periodic benchmarks within the Development Schedule which establish deadlines by which Developer must have a specified number of EyeCare Centers open and in operation. The Development Period shall be measured from the Effective Date for the period of time stated in the Development Schedule.

1.2.14. **Development Schedule** means the schedule set forth in Section 1 which specifies the number of EyeCare Centers which Developer and its Affiliates must have open and in operation by the end of each Development Period. The Development Schedule also establishes the total number of EyeCare Centers Developer may develop.

1.2.15. **Development Territory** means the area designated in Section 1 within which, subject to the terms of this Agreement, Developer has the right and duty to establish and to operate Pearle Vision EyeCare Centers.

1.2.16. **Effective Date** means the date this Agreement is executed by Pearle Vision as stated in Section 1.

1.2.17. **Expiration Date** means the date this Agreement expires. The Expiration Date shall be set forth in Section 1.

1.2.18. **Extension Fee** means the fee specified in Section 1 as consideration for Pearle Vision's extending a Projected Opening Date.

1.2.19. **Franchise Agreement** means an agreement to operate a Pearle Vision EyeCare Center using the System at a Location as identified on the Location Addendum to the Franchise Agreement.

1.2.20. **Guaranty and Assumption of Obligations** is Addendum D attached hereto.

1.2.21. **Franchisee** means the Person or business entity identified as "Franchisee" on the Location Addendum to the Franchise Agreement, and shall also include all Principals of such Franchisee, and all persons who succeed to the interest of such Franchisee.

1.2.22. **Losses and Expenses** means all losses; compensatory, exemplary or punitive damages; fines; charges; costs; expenses; lost profits; attorneys' fees; experts' fees; court costs; settlement amounts; judgments; compensation for damages to Pearle Vision's reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time or space, and costs of changing, substituting, or replacing same; and all expenses of recall, refunds, compensation, public notices, and other such amounts incurred in connection with the matters described.

1.2.23. **Manager** means the individual who is selected by Developer, and who is approved by Pearle Vision, to manage the operation of Developer's EyeCare Center.

1.2.24. **Pearle Vision Operations Portal** means manuals or policies developed by Pearle Vision regarding or relating to the ongoing development, construction, opening, operation and maintenance of an EyeCare Center. It includes the operations manual, training manuals, development manual and other business manuals as may be prepared from time to time for use by Pearle Vision Franchisees. The manuals or policies may be in printed and/or electronic format, will remain Pearle Vision's exclusive property, and may not be duplicated, shared or re-distributed.

1.2.25. **Marks or Pearle Vision Marks** means the trademark, service mark and trade name Pearle Vision® and certain other trademarks, service marks, product configurations, slogans, logos, designs, emblems, trade dress and other indicia of origin of Pearle Vision which Pearle Vision authorizes Developer to use, now or later, in connection with the System in the Development Territory. The Pearle Vision Marks may be modified, supplemented, replaced or discontinued from time to time. Developer only is licensed to use the Marks designated by Pearle Vision and only may use them in the manner prescribed by Pearle Vision.

1.2.26. **Pearle Vision EyeCare Center or EyeCare Center** means a "Pearle Vision" EyeCare Center. A "Pearle Vision" is a retail EyeCare Center operating pursuant to the Pearle Vision System which sells Pearle Vision brand products and services.

1.2.27. **Pearle Vision System or System** means the method of developing, constructing, opening, operating and maintaining EyeCare Centers and related standards, specifications and

procedures prescribed by Pearle Vision as set forth in the Operations Portal, including but not limited to, use of the Pearle Vision Marks, specifications for equipment and fixtures; know-how and marketing skills; interior and exterior facility designs and layouts; signs; formulas and specifications for product mix and display; the standards and bulletins covering business practices, methods, standards and procedures for management, operations, and training; and marketing and advertising programs and materials; inventory and operation control; bookkeeping and accounting; advertising, promotional and marketing programs; access to private label products, and business practices and policies. Except as permitted by law, the Pearle Vision System does not specify or control any standards or procedures for the practice of optometry or ophthalmology.

1.2.28. **Ownership Interest** means any direct or indirect, legal or beneficial ownership interest of any type, including but not limited to (a) in relation to a corporation, the ownership of shares in the corporation; (b) in relation to a partnership, the ownership of a general partner or limited partnership interest; (c) in relation to a limited liability company, the ownership of a membership interest; or (d) in relation to a trust, the ownership of the beneficial interest of such trust.

1.2.29. **Ownership Interest Transfer** means the voluntary, involuntary, direct or indirect sale, assignment, transfer, license, sublicense, sublease, collateral assignment, grant of a security, collateral or conditional interest, *inter vivos* transfer, testamentary disposition or other disposition of any Ownership Interest in Developer or revenues or income of the Developer's business, including: (1) any transfer, redemption or issuance of a legal or beneficial Ownership Interest in Developer or any Person that has a Controlling Interest in Developer or of any interest convertible to or exchangeable for an Ownership Interest in Developer or any Person that has a Controlling Interest in Developer; (2) any merger or consolidation between Developer or any Person that has a Controlling Interest in Developer and another Person, whether or not Developer is the surviving Business Entity; (3) any transfer in, or as a result of, a divorce, insolvency, dissolution proceeding or otherwise by operation of law; (4) any transfer upon Developer's death or the death of any of Developer's Principals by will, declaration of or transfer in trust or under the laws of intestate succession; or (5) any foreclosure upon the Developer's business or the transfer, surrender or loss by Developer of possession, control or management of the Developer's business.

1.2.30. **Person** is an individual, a Business Entity or trust.

1.2.31. **Principal** means the individuals or business entities listed in Section 1.1.4, collectively or individually, all officers and directors, partners or members of Developer, and persons holding a direct or indirect Ownership Interest in the Developer or any interest in or right under this Agreement.

1.2.32. **Projected Opening Date** means the date specified on the Location Addendum of the Franchise Agreement and in Section 1.1.7 of this Agreement by which each EyeCare Center subject to this Agreement is to be opened.

1.2.33. **Transfer** means an Asset Transfer or an Ownership Interest Transfer.

1.2.34. **Transfer Fee** is a non-refundable fee specified in Section 1, charged by Pearle Vision as a condition of approving a Transfer.

1.2.35. **Transferee** is any Person that wishes to acquire an Ownership Interest.

ADDENDUM A
STATE ADDENDA

CALIFORNIA ADDENDUM TO DEVELOPMENT AGREEMENT

The California Department of Financial Protection and Innovation requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 et seq., California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq., and the CAL. BUS. & PROF. CODE Sections 655 and 2556. To the extent that the Development Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. The California Franchise Relations Act provides rights to Developer concerning termination or non-renewal of the Development Agreement, which may supersede provisions in the Development Agreement, specifically Sections 6.2 and 8.
2. Section 10.2.H restricts Developer to advertising provided by Pearle Vision. To clarify, any such advertising must comply with the law and any general restrictions on the advertisement of health care services.
3. Section 10.3.B contains a covenant not to compete that extends beyond the expiration, termination, transfer, or assignment of the Development Agreement. This covenant is void to the extent it is not enforceable under California Law. Section 10.3.B is limited to signatories to the Development Agreement and to the extent needed to protect Pearle Vision's trade secrets or legitimate business interests as permitted by California law.
4. Section 8.1.C, which terminates the Development Agreement upon the bankruptcy of Developer. This requirement is void to the extent it is not enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).
5. Section 12.1 requires that the parties attempt to resolve most disputes in mediation or another form of alternative dispute resolution. This covenant is void to the extent it is not enforceable under California Law
6. Section 13.1 requires application of the laws of Ohio and requires that all lawsuits be adjudicated in the U.S. district court for the Southern District of Ohio. This covenant is void to the extent it is not enforceable under California Law.
7. The Development Agreement, Section 9.2.A requires Developers to execute a general release of claims upon transfer of the Development Agreement. California Corporations Code Section 31512 provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law, and Section 20010 voids a waiver of your rights under the Franchise Relations Act. To the extent required by such laws, Developer shall not be required to execute a general release that does not comply with these or other California laws.

- 8. Section 13.6 requires attorneys' fees to be paid to Pearle in the event of successful enforcement of the Franchise Agreement. This requirement shall be modified to permit the prevailing party to recover attorneys' fees as required by California law.

This Addendum has been received and reviewed by Developer.

DEVELOPER:

By: _____

Name: _____

Title: _____

- or -

Name: _____

WASHINGTON ADDENDUM TO DEVELOPMENT AGREEMENT

Consistent with Section 13.14 of the Development Agreement, the Development Agreement is hereby amended to provide as follows:

1. The State of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including in the areas of termination and renewal of your franchise.
2. 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.
3. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.
4. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.
7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington."

Signatures are on the next page

The parties have executed this Addendum as of the dates set forth below their respective signatures.

DEVELOPER:

**PEARLE VISION:
LUXOTTICA OF AMERICA INC.**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

OR

By: _____

Title: _____

Date: _____

ADDENDUM B
FORM OF FRANCHISE AGREEMENT

ADDENDUM C

**CONFIDENTIALITY AGREEMENT AND ANCILLARY COVENANTS NOT TO
COMPETE**

CONFIDENTIALITY/COVENANT NOT TO COMPETE AGREEMENT

TO BE EXECUTED BY:
OWNER, OFFICERS, DIRECTORS, OPERATORS

NAME: _____

DEVELOPER: _____

ADDRESS: _____

HOME TELEPHONE: _____

CLASSIFICATION: _____
(Designated Operator, Designated Developer, Officer, Director)

Capitalized words not defined in this Confidentiality Agreement (“*Agreement*”) have the meanings ascribed to them in the Development Agreement between the Developer and Pearle Vision (“*Development Agreement*”). Confidential Information includes any information, knowledge, know-how, techniques, and information that Pearle Vision designates as confidential, except information which I can demonstrate came to my attention prior to disclosure or which had become or becomes a part of the public domain through publication or communication by others but in no event by or through any act of mine.

During the term of the Development Agreement, or at any time thereafter, I will not (1) (a) communicate, divulge or use for the benefit of any other person, persons, partnership, proprietorship, association, corporation, or entity any Confidential Information; or (b) at any time copy, duplicate, record, or otherwise reproduce any of the foregoing Confidential Information, in whole or in part store same in a computer retrieval or data base, nor otherwise make the same available to any unauthorized person; and (2) divert any business to competitors of Developer and/or Pearle Vision. If my position or employment with Developer ends for any reason, I must return to Pearle Vision or, at Pearle Vision’s direction to Developer, all Confidential Information that is in my possession.

I further agree that I will not, either directly or indirectly, engage or participate in a Competitive Business (other than as an employee, or subtenant, of another bona fide EyeCare Center or other Luxottica of America Inc. operated retail outlet e.g., LensCrafters, Target Optical, etc.) either: (i) while I am an owner, employee, or otherwise associated with Developer; or (ii) for a period of one year after my ownership or employment ends for any reason and within a three (3)-mile radius of any franchised Pearle Vision Location.

I acknowledge that I am prohibited from engaging in any Competitive Business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, advisor, landlord or consultant thereof. This prohibition includes not only direct competition but also forms of indirect competition and receipt of benefits therefrom, such as consultation for Competitive Businesses, service as an independent contractor for such Competitive Businesses, ownership or management, direct or indirect, of property occupied by any Competitive Business, or any

assistance or transmission of information of any kind or nature whatsoever that would be of any material assistance to a competitor.

I acknowledge that any conduct prohibited to me in this Agreement also applies to my spouse or other member of my immediate family (more specifically, spouses, parents, children, and the spouse of any immediate family member).

I acknowledge that violation of the covenants not to compete contained herein would result in immediate and irreparable injury to Pearle Vision and Developer for which no adequate remedy at law will be available. Accordingly, I hereby consent to the entry of an injunction procured by Pearle Vision or Developer prohibiting any conduct by me in violation of the terms of this Agreement. I agree to pay all costs and expenses, including reasonable attorneys' and experts' fees, incurred by Pearle Vision and Developer in connection with the enforcement of this Agreement.

I acknowledge and agree that the prohibitions and covenants in this Agreement are in addition to, and not in lieu of, the prohibitions and covenants in the Franchise Agreement.

If all or any portion of this Agreement is held unreasonable, void, vague, or illegal by any court or agency having valid jurisdiction in an unappealed final decision to which Pearle Vision and/or Developer is a party, the court or agency shall be empowered to revise and/or construe the remainder of the covenants so as to fall within permissible legal limits and shall not by necessity invalidate the entire Agreement. I expressly agree to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenant were separately stated in and made a part hereof and to pay liquidated damages as a compensatory, alternative remedy for loss of goodwill by Pearle Vision to Developer.

I acknowledge that the consideration for my execution of this Agreement is my employment by/ownership in Developer; my obligations under this Agreement shall run to Pearle Vision alone; and, I undertake no obligations to Developer hereunder by virtue of my execution of this Agreement. In addition, if I am a Designated Developer (and I am not also an officer or director of Developer), then Pearle Vision shall have no obligation to Developer to enforce this Agreement; Pearle Vision alone—and not Developer—may determine to enforce, refuse to enforce, and/or waive enforcement of this Agreement in its sole and exclusive discretion. This Agreement may be signed using electronic signatures.

Date: _____

ADDENDUM D
PERSONAL GUARANTY

GUARANTY AND ASSUMPTION OF DEVELOPER'S OBLIGATIONS

Luxottica of America Inc. ("*Pearle Vision*") and _____ ("*Developer*") entered into a Development Agreement dated as of _____ ("*Developer Agreement*") along with certain additional agreements (collectively, the "*Ancillary Agreements*"). The Development Agreement and the Ancillary Agreements, if any, are collectively referred to as the "Agreements" in this Guaranty. In consideration of, and as an inducement to Pearle Vision's execution of the Agreements, the undersigned ("*Guarantors*"), each of whom is an Equity Owner in Developer, personally and unconditionally agree as follows:

1. Payment and Performance Obligations. Guarantor unconditionally, absolutely and irrevocably guarantees the full and prompt payment of Developer's obligations and liabilities to Pearle Vision under any Agreement. Guarantor agrees to be personally bound by and liable for the full, prompt, and unconditional performance of all obligations under any Agreement now owed or hereafter to be owed by Developer to Pearle Vision, including without limitation, any obligations of Developer under the Agreements relating to transfer, indemnification, and non-competition.

2. General Terms and Conditions. Each Guarantor waives: (1) acceptance and notice of acceptance by Pearle Vision of the undertakings under Section 1; (2) notice that Pearle Vision and Developer have entered into any additional agreements or have amended, extended, renewed, altered, or otherwise modified the terms, rights or obligations of any Agreement; (3) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed; (4) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed; (5) any right he/she may have to require that an action be brought against Developer, any other guarantor or any other person as a condition of Guarantor's liability; (6) all rights to payments and claims for reimbursement or subrogation which Guarantor may have against Developer or any other guarantors arising as a result of the execution of and performance under this Guarantee by Guarantor; (7) any law or statute which requires that Pearle Vision make demand upon, assert claims against, or collect from Developer, any other guarantors or any others, foreclose any security interest, sell collateral, exhaust any remedies, or take any other action against Developer, any other guarantors or any others prior to making any demand upon, collecting from or taking any action against Guarantor; (8) any and all other notices and legal or equitable defenses to which Guarantor may be entitled; and (9) any and all right to have any legal action under this Guaranty decided by a jury.

Each Gurantor agrees that: (a) his/her direct and immediate liability under this Guarantee shall be joint and several; (b) he/she shall render any payment or performance required under the Agreements upon demand if Developer fails or refuses punctually to do so; (c) such liability shall not be contingent or conditioned upon pursuit by Pearle Vision of any remedies against Developer, any other guarantor or any other person; (d) such liability shall not be diminished, relieved, or otherwise affected by any amendment, renewal, extension, alteration, or other modification of the Agreements or any rights or obligations of Developer thereunder, any extension of time, credit, or other indulgence which Pearle Vision may from time to time grant to Developer, any other guarantor, or to any other person including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of

each Agreement and for so long thereafter as there are monies or obligations owing to Pearle Vision its affiliates under any Agreement, and thereafter as provided in each Agreement or at law or in equity; and (e) monies received from any source by Pearle Vision for application toward amounts due may be applied in any manner or order deemed appropriate by Pearle Vision.

This Guaranty remains in force and effect unless Pearle Vision in its sole discretion, in writing, releases Guarantor from his/her obligations under this Guarantee. A release by Pearle Vision of Guarantor shall not affect the obligations of any other guarantor.

3. Default. If any of the following events occur, a default (“*Default*”) under this Guaranty shall exist: (1) Guarantor’s failure to timely pay or perform any obligation under this Guaranty; (2) Guarantor’s breach of any agreement or representation contained or referred to in this Guarantee; (3) appointment of a receiver for, assignment for the benefit of creditors of, or the commencement of any insolvency or bankruptcy proceeding by or against Guarantor; (4) the entry of any monetary judgment or the assessment against, the filing of any tax lien against, or the issuance of any writ of garnishment or attachment against any property of or debts due Guarantor; and/or (5) Guarantor fails to sign any written documentation provided by Pearle Vision under which Guarantor reaffirms the obligations under this Guarantee. If a Default occurs, Guarantor’s obligations shall be due immediately and payable without notice. Any Default of this Guarantee shall be considered a default of the Agreements. Upon Guarantor’s death, the estate shall be bound by this Guarantee for all obligations existing at the time of death. The obligations of any surviving guarantors shall continue in full force and effect.

4. Construction. This Guaranty inures to the benefit of Pearle Vision, its successors, and assigns. Guarantor has no right to assign this Guaranty. Wherever possible each provision of this Guaranty will be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Guaranty is prohibited by or invalid under law, the provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provision or the remaining provisions of this Guaranty. Captions are solely for the convenience and are not an aid in the interpretation of this Guaranty. This is a continuing Guaranty. Guarantor agrees that the obligations arising under this Guaranty are open and continuing and may not be revoked by Guarantor without written consent from Pearle Vision. This Guaranty may be signed using electronic signatures.

5. Enforcement.

(a) PAYMENTS OF ALL SUMS OF MONEY AND THE PERFORMANCE OF ALL OF THE COVENANTS AND AGREEMENTS UNDER THIS GUARANTY WILL BE PAYABLE AND DUE AT THE OFFICE OF PEARLE VISION IN MASON, OHIO. THIS GUARANTY AND THE TRANSACTION EVIDENCED BY THIS GUARANTY WILL BE CONSTRUED UNDER THE INTERNAL LAWS OF THE STATE OF OHIO. Any disputes regarding this Guaranty shall resolved in the United States District Court for the Southern District of Ohio—Western Division in accordance with the terms and conditions of the Development Agreement.

(b) Guarantor shall pay all reasonable costs and expenses incurred by Pearle Vision in enforcing the provisions of this Guaranty, including reasonable attorneys’ fees.

(c) Guarantor by this Guaranty waives any and all rights Guarantor may have under Chapter 1341 of Title X111 of the Ohio Revised Code, as amended, or any similar provisions under the statutes or common laws of any other state, and Guarantor agrees that the provisions of Chapter 1341 of Title XIII of the Ohio Revised Code, as amended, any similar provisions under the statutes or common laws of any other state, do not and will not apply to this Guaranty.

(d) No waiver will be deemed to be made by Pearle Vision of any of its rights under this Guaranty unless the waiver is in writing signed by Pearle Vision.

GUARANTOR:

SIGN HERE ALSO IF THE GUARANTOR RESIDES IN WISCONSIN:

The obligations referred to herein are incurred in the interest of my marriage or family.

Guarantor

**SEE THE NEXT PAGE FOR COMPLETION OF
ANY REQUIRED SPOUSAL CONSENT.**

SPOUSAL CONSENT

TO BE COMPLETED IF GUARANTOR’S RESIDENCE IS THE STATE OF ARIZONA, CALIFORNIA, IDAHO, LOUSIANA, NEVADA, TEXAS, WASHINGTON OR WISCONSIN

_____ (the “**Non-Guarantor Spouse**”) is signing this Guaranty solely as the spouse of the Guarantor to bind the marital community property and community assets and is not signing this Guaranty to bind the Non-Guarantor’s sole and separate property or assets, if any, for the payment and performance of obligations under the Guaranty.

Unofficial Witness:

Non-Guarantor Spouse’s Signature:

Signed, sealed and delivered in the presence:

_____ (SEAL)

Print Name

Print Name

Notary Public

_____, County, _____ :

_____ (SEAL)

Print Name

Date: _____

My Commission Expires: _____

ADDENDUM E
AMENDMENT TO DEVELOPMENT AGREEMENT
(NO EXCLUSIVITY)

**AMENDMENT TO DEVELOPMENT AGREEMENT
(NO EXCLUSIVITY)**

THIS AMENDMENT TO DEVELOPMENT AGREEMENT (“Amendment”) by and between by and between Luxottica of America Inc., an Ohio corporation and franchisor of the Pearle Vision® system (“Pearle Vision”) and _____ (“Developer”) is entered simultaneously with the execution of the Development Agreement (as defined below).

RECITALS

Pursuant to a Pearle Vision Development Agreement dated as of _____ (“Development Agreement”), Pearle Vision granted Developer the right to develop and open Pearle Vision EyeCare Centers in the Development Territory. Pearle Vision and Developer are executing this Amendment to modify the terms and conditions of the Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Development Agreement as follows:

1. No Exclusivity. Section 2.2. of the Development Agreement is deleted and replaced by the following:

2.2 No Exclusivity. This Agreement does not grant to Developer any exclusive right to develop EyeCare Centers in the Development Territory. Pearle Vision retains the right, at all times during and after the term of this Agreement as stated in Section 6.1, to establish and/or license others to establish Eye Care Centers in the Development Territory and to undertake any other actions, whether related to the Marks and System or otherwise, in the Development Territory.

2. Capitalized Terms. Any capitalized term that is not defined in this Amendment shall have the meaning given to it in the Development Agreement.

3. Limited Modification. This Amendment shall be attached to, incorporated in, and become a part of, the Development Agreement. The terms and conditions stated in this Amendment, to the extent they are inconsistent with the terms and conditions stated in the Development Agreement, shall prevail over the terms of the Development Agreement. Except as expressly stated in this Amendment, the Development Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, Pearle Vision and Developer have duly executed, sealed and delivered this Amendment simultaneously with the execution of the Development Agreement.

PEARLE VISION:
LUXOTTICA OF AMERICA INC., an Ohio
corporation

By: _____
Print Name: _____
Title: _____

DEVELOPER:

By: _____
Name: _____
Title: _____

- or -

Name: _____

EXHIBIT D-1

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

Luxottica of America Inc. ("**Pearle Vision**") and _____ ("**Franchisee**") entered into a Franchise Agreement dated as of _____ ("**Franchise Agreement**") along with certain additional agreements such as lease or sublease agreement, promissory notes, and security agreements (collectively, the "**Ancillary Agreements**"). The Franchise Agreement and the Ancillary Agreements, if any, are collectively referred to as the "**Agreements**" in this Guaranty. In consideration of, and as an inducement to Pearle Vision's execution of the Agreements, the undersigned ("**Guarantors**"), each of whom is an Equity Owner in Franchisee, personally and unconditionally agree as follows:

1. Payment and Performance Obligations. Guarantor unconditionally, absolutely and irrevocably guarantees the full and prompt payment of Franchisee's obligations and liabilities to Pearle Vision under any Agreement. Guarantor agrees to be personally bound by and liable for the full, prompt, and unconditional performance of all obligations under any Agreement now owed or hereafter to be owed by Franchisee to Pearle Vision, including without limitation, any obligations of Franchisee under the Agreements relating to transfer, indemnification, and non-competition.

2. General Terms and Conditions. Each Guarantor waives: (1) acceptance and notice of acceptance by Pearle Vision of the undertakings under Section 1; (2) notice that Pearle Vision and Franchisee have entered into any additional agreements or have amended, extended, renewed, altered, or otherwise modified the terms, rights or obligations of any Agreement; (3) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed; (4) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed; (5) any right he/she may have to require that an action be brought against Franchisee, any other guarantor or any other person as a condition of Guarantor's liability; (6) all rights to payments and claims for reimbursement or subrogation which Guarantor may have against Franchisee or any other guarantors arising as a result of the execution of and performance under this Guarantee by Guarantor; (7) any law or statute which requires that Pearle Vision make demand upon, assert claims against, or collect from Franchisee, any other guarantors or any others, foreclose any security interest, sell collateral, exhaust any remedies, or take any other action against Franchisee, any other guarantors or any others prior to making any demand upon, collecting from or taking any action against Guarantor; (8) any and all other notices and legal or equitable defenses to which Guarantor may be entitled; and (9) any and all right to have any legal action under this Guaranty decided by a jury.

Each Guarantor agrees that: (a) his/her direct and immediate liability under this Guarantee shall be joint and several; (b) he/she shall render any payment or performance required under the Agreements upon demand if Franchisee fails or refuses punctually to do so; (c) such liability shall not be contingent or conditioned upon pursuit by Pearle Vision of any remedies against Franchisee, any other guarantor or any other person; (d) such liability shall not be diminished, relieved, or otherwise affected by any amendment, renewal, extension, alteration, or other modification of the Agreements or any rights or obligations of Franchisee thereunder, any extension of time, credit, or other indulgence which Pearle Vision may from time to time grant to Franchisee, any other guarantor, or to any other person

including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of each Agreement and for so long thereafter as there are monies or obligations owing to Pearle Vision its affiliates under any Agreement, and thereafter as provided in each Agreement or at law or in equity; and (e) monies received from any source by Pearle Vision for application toward amounts due may be applied in any manner or order deemed appropriate by Pearle Vision.

This Guaranty remains in force and effect unless Pearle Vision in its sole discretion, in writing, releases Guarantor from his/her obligations under this Guarantee. A release by Pearle Vision of Guarantor shall not affect the obligations of any other guarantor.

3. Default. If any of the following events occur, a default (“*Default*”) under this Guaranty shall exist: (1) Guarantor’s failure to timely pay or perform any obligation under this Guaranty; (2) Guarantor’s breach of any agreement or representation contained or referred to in this Guarantee; (3) appointment of a receiver for, assignment for the benefit of creditors of, or the commencement of any insolvency or bankruptcy proceeding by or against Guarantor; (4) the entry of any monetary judgment or the assessment against, the filing of any tax lien against, or the issuance of any writ of garnishment or attachment against any property of or debts due Guarantor; and/or (5) Guarantor fails to sign any written documentation provided by Pearle Vision under which Guarantor reaffirms the obligations under this Guarantee. If a Default occurs, Guarantor’s obligations shall be due immediately and payable without notice. Any Default of this Guarantee shall be considered a default of the Agreements. Upon Guarantor’s death, the estate shall be bound by this Guarantee for all obligations existing at the time of death. The obligations of any surviving guarantors shall continue in full force and effect.

4. Construction. This Guaranty inures to the benefit of Pearle Vision, its successors, and assigns. Guarantor has no right to assign this Guaranty. Wherever possible each provision of this Guaranty will be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Guaranty is prohibited by or invalid under law, the provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provision or the remaining provisions of this Guaranty. Captions are solely for the convenience and are not an aid in the interpretation of this Guaranty. This is a continuing Guaranty. Guarantor agrees that the obligations arising under this Guaranty are open and continuing and may not be revoked by Guarantor without written consent from Pearle Vision. This Guaranty may be signed using electronic signatures.

5. Enforcement.

(a) PAYMENTS OF ALL SUMS OF MONEY AND THE PERFORMANCE OF ALL OF THE COVENANTS AND AGREEMENTS UNDER THIS GUARANTY WILL BE PAYABLE AND DUE AT THE OFFICE OF PEARLE VISION IN MASON, OHIO. THIS GUARANTY AND THE TRANSACTION EVIDENCED BY THIS GUARANTY WILL BE CONSTRUED UNDER THE INTERNAL LAWS OF THE STATE OF OHIO. Any disputes regarding this Guaranty shall resolved in the United States

District Court for the Southern District of Ohio—Western Division in accordance with the terms and conditions of the Franchise Agreement.

(b) Guarantor shall pay all reasonable costs and expenses incurred by Pearle Vision in enforcing the provisions of this Guaranty, including reasonable attorneys' fees.

(c) Guarantor by this Guaranty waives any and all rights Guarantor may have under Chapter 1341 of Title X111 of the Ohio Revised Code, as amended, or any similar provisions under the statutes or common laws of any other state, and Guarantor agrees that the provisions of Chapter 1341 of Title XIII of the Ohio Revised Code, as amended, any similar provisions under the statutes or common laws of any other state, do not and will not apply to this Guaranty.

(d) No waiver will be deemed to be made by Pearle Vision of any of its rights under this Guaranty unless the waiver is in writing signed by Pearle Vision.

GUARANTOR:

LOCATION:

SIGN HERE ALSO IF THE GUARANTOR RESIDES IN WISCONSIN:

The obligations referred to herein are incurred in the interest of my marriage or family.

Guarantor

**SEE THE NEXT PAGE FOR COMPLETION OF
ANY REQUIRED SPOUSAL CONSENT.**

SPOUSAL CONSENT

TO BE COMPLETED IF GUARANTOR’S RESIDENCE IS THE STATE OF ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, TEXAS, WASHINGTON OR WISCONSIN

_____ (the “**Non-Guarantor Spouse**”) is signing this Guaranty solely as the spouse of the Guarantor to bind the marital community property and community assets and is not signing this Guaranty to bind the Non-Guarantor’s sole and separate property or assets, if any, for the payment and performance of obligations under the Guaranty.

Unofficial Witness:

Signed, sealed and delivered in the presence:

Print Name

Non-Guarantor Spouse’s Signature:

_____ (SEAL)

Print Name

Notary Public

_____, County, _____ :

_____ (SEAL)

Print Name

Date: _____

My Commission Expires: _____

EXHIBIT D-2

CONFIDENTIALITY/COVENANT NOT TO COMPETE AGREEMENT

CONFIDENTIALITY/COVENANT NOT TO COMPETE AGREEMENT

TO BE EXECUTED BY:
FRANCHISEE'S OFFICERS, DIRECTORS AND OPERATORS

NAME: _____

FRANCHISEE: _____

FRANCHISED LOCATION: _____

LOCATION NUMBER: _____

HOME ADDRESS: _____

HOME TELEPHONE: _____

CLASSIFICATION: _____
(Designated Operator, Designated Developer, Officer, Director)

Capitalized words not defined in this Confidentiality Agreement (“*Agreement*”) have the meanings ascribed to them in the Franchise Agreement between the Franchisee and Pearle Vision (“*Franchise Agreement*”). Confidential Information includes any information, knowledge, know-how, techniques, and information that Pearle Vision designates as confidential, except information which I can demonstrate came to my attention prior to disclosure or which had become or becomes a part of the public domain through publication or communication by others but in no event by or through any act of mine.

During the term of the Franchise Agreement, or at any time thereafter, I will not (1)(a) communicate, divulge or use for the benefit of any other person, persons, partnership, proprietorship, association, corporation, or entity any Confidential Information; or (b) at any time copy, duplicate, record, or otherwise reproduce any of the foregoing Confidential Information, in whole or in part store same in a computer retrieval or data base, nor otherwise make the same available to any unauthorized person; and (2) divert any business to competitors of Franchisee and/or Pearle Vision. If my position or employment with Franchisee ends for any reason, I must return to Pearle Vision or, at Pearle Vision’s direction to Franchisee, all Confidential Information that is in my possession.

I further agree that I will not, either directly or indirectly, engage or participate in a Competitive Business (other than as an employee of or, if the undersigned is an optometrist or ophthalmologist, as a subtenant (directly or through an entity in which the undersigned is/are the sole shareholder(s)) of space from, another bona fide EyeCare Center or other Luxottica of America Inc. operated retail outlet e.g., LensCrafters, Target Optical, etc.) either: (i) while I am an owner, employee, or otherwise associated with Franchisee; or (ii) for a period of one year after my ownership or employment ends for any reason and within a three (3)-mile radius of the Franchised Location, except as otherwise provided in the Franchise Agreement.

I acknowledge that I am prohibited from engaging in any Competitive Business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, advisor,

landlord or consultant thereof. This prohibition includes not only direct competition but also forms of indirect competition and receipt of benefits therefrom, such as consultation for Competitive Businesses, service as an independent contractor for such Competitive Businesses, ownership or management, direct or indirect, of property occupied by any Competitive Business, or any assistance or transmission of information of any kind or nature whatsoever that would be of any material assistance to a competitor.

I acknowledge that any conduct prohibited to me in this Agreement also applies to my spouse or other member of my immediate family (more specifically, spouses, parents, children, and the spouse of any immediate family member).

I acknowledge that violation of the covenants not to compete contained herein would result in immediate and irreparable injury to Pearle Vision and Franchisee for which no adequate remedy at law will be available. Accordingly, I hereby consent to the entry of an injunction procured by Pearle Vision or Franchisee prohibiting any conduct by me in violation of the terms of this Agreement. I agree to pay all costs and expenses, including reasonable attorneys' and experts' fees, incurred by Pearle Vision and Franchisee in connection with the enforcement of this Agreement.

I acknowledge and agree that the prohibitions and covenants in this Agreement are in addition to, and not in lieu of, the prohibitions and covenants in the Franchise Agreement.

If all or any portion of this Agreement is held unreasonable, void, vague, or illegal by any court or agency having valid jurisdiction in an unappealed final decision to which Pearle Vision and/or Franchisee is a party, the court or agency shall be empowered to revise and/or construe the remainder of the covenants so as to fall within permissible legal limits and shall not by necessity invalidate the entire Agreement. I expressly agree to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenant were separately stated in and made a part hereof and to pay liquidated damages as a compensatory, alternative remedy for loss of goodwill by Pearle Vision.

I acknowledge that the consideration for my execution of this Agreement is my employment by/ownership in Franchisee; my obligations under this Agreement shall run to Pearle Vision alone; and, I undertake no obligations to Franchisee hereunder by virtue of my execution of this Agreement. In addition, if I am a Designated Operator or Designated Developer of Franchisee (and I am not also an officer or director of Franchisee), then Pearle Vision shall have no obligation to Franchisee to enforce this Agreement; Pearle Vision alone—and not Franchisee—may determine to enforce, refuse to enforce, and/or waive enforcement of this Agreement in its sole and exclusive discretion. This Agreement may be signed using electronic signatures.

By: _____

Date: _____

EXHIBIT E

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TABLE OF CONTENTS – GLOBAL PORTAL
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Total Number of Pages.....	2,853

¹ The Operations Portal is approximately 500 files and, in addition to basic subject discussion, includes appendices, links and other relevant system information. The Operations Portal is modified periodically during the fiscal year to meet the needs of our business.

EXHIBIT F
LIST OF STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS

We intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

<p>CALIFORNIA Franchise Division California Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 Toll Free # 1-866-275-2677</p>	<p>NEW YORK Office of the New York State Attorney General New York State Department of Law Franchise Section 28 Liberty Street New York, NY 10005 (212) 416-6684</p>
<p>HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722</p>	<p>NORTH DAKOTA North Dakota Securities Department 600 East Boulevard Avenue, State Capitol Fifth Floor, Dept. 414 Bismarck, North Dakota 58505-0510 (701) 328-4712</p>
<p>ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465</p>	<p>RHODE ISLAND Department of Business Regulation Securities Division Bldg. 69-2 John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527</p>
<p>INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681</p>	<p>SOUTH DAKOTA Department of Labor & Regulation Division of Insurance - Securities Regulation 124 S. Euclid, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563</p>
<p>MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6300</p>	<p>VIRGINIA State Corporation Commission Division of Securities and Retail Franchising P.O. Box 1197 Richmond, Virginia 23218 (804) 371-9051</p>
<p>MICHIGAN Michigan Attorney General’s Office Consumer Protection Div., Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48909 (517) 335-7622</p>	<p>WASHINGTON Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, Washington 98507 (360) 902-8760</p>
<p>MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600</p>	<p>WISCONSIN Wisconsin Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705 (608) 266-0448</p>

EXHIBIT G
AGENTS FOR SERVICE OF PROCESS

AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states:

<p>CALIFORNIA Franchise Division California Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 Toll Free # 1-866-275-2677</p>	<p>NEW YORK New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492</p>
<p>HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722</p>	<p>NORTH DAKOTA North Dakota Securities Commissioner 600 East Boulevard Avenue, State Capitol Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712</p>
<p>ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465</p>	<p>RHODE ISLAND Director of Department of Business Regulation Department of Business Regulation Securities Division Bldg. 69-2 John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527</p>
<p>INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681</p>	<p>SOUTH DAKOTA Director of the Division of Securities 124 S. Euclid, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563</p>
<p>MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6300</p>	<p>VIRGINIA Clerk of the State Corporation Commission P.O. Box 1197 Richmond, Virginia 23218 (804) 371-9733</p>
<p>MICHIGAN Michigan Department of Attorney General Consumer Protection Div., Franchise Section P.O. Box 30212 Lansing, MI 48909 (517) 335-7622</p>	<p>WASHINGTON Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, S.W. Tumwater, Washington 98501 (360) 902-8760</p>
<p>MINNESOTA Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600</p>	<p>WISCONSIN Wisconsin Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705 (608) 266-0448</p>

EXHIBIT H
LIST OF CURRENT PEARLE VISION FRANCHISEES
AS OF DECEMBER 31, 2022

2022 CURRENT FRANCHISEES

EyeCare Center #	Franchisee	Address	City	State	ZIP	Phone Number
8538	William Noble	655 Fieldstone Road #114	Gardendale	Alabama	35071	(205)-608-8222
8264	William Noble	2000 RIVERCHASE GALLERIA SUITE 241	Hoover	Alabama	35244	(205) 985-0971
8470	John Neill	7771 HIGHWAY 72 WEST	Madison	Alabama	35758	(256) 830-2010
8067	William Noble	325 Huntley Parkway	Pelham	Alabama	35124	(205)-624-2015
8025	William Noble	6723 Deerfoot Pkwy #119	Pinson	Alabama	35126	(205)-683-3232
8261	William Noble	3060 Healthy Way #104	Vestavia Hills	Alabama	35243	(205)-968-1995
8918	William Noble	7131 W Ray Road	Chandler	Arizona	85226	(480) 561-5059
8878	William Noble	2475 S. Val Vista Dr.	Gilbert	Arizona	85295	(480)-739-9445
8879	William Noble	7870 West Bell Road, Suite 110	Glendale	Arizona	85308	(623) 226-7012
8656	William Noble	937 N. DOBSON RD, Suite 102	Mesa	Arizona	85201-7589	(480)-649-3027
8859	William Noble	10706 E Point Twenty-Two Blvd	Mesa	Arizona	85212	(480)-454-1610
8858	William Noble	24775 N. Lake Pleasant Pkwy	Peoria	Arizona	85383	(623) 265-6363
8506	William Noble	21001 N. Tatum Blvd., Ste 18-1030	Phoenix	Arizona	85050	(480) 513-4178
8541	William Noble	15681 N. Hayden Rd., Suite 115	Scottsdale	Arizona	85260	(480)-948-1131
8914	William Noble	10629 North Scottsdale Road	Scottsdale	Arizona	85254	(480) 591-0123
8452	Robert Jagt and Leendert W. Lingen	L.G. Smith Boulevard 134	Oranjestad, Aruba	Aruba	NA	(029)-788-2706
8212	Apurva Pancholi	3000 Danville Blvd, Suite H & I	Alamo	California	94507	(925)-718-5344
8909	Yvon Wagner	1696 Newport Blvd	Costa Mesa	California	92627	(949) 574-0200

8920	Amit and Komal Kumar	3800 D Barranca Parkway	Irvine	California	92606	(949)-769-6464
8320	Komal Kumar	1202 S Idaho Street, Ste H	La Habra	California	90631	(562)-316-0216
8017	Tracy Nixey	8843 Villa La Jolla Dr., Suite 200	La Jolla	California	92037	(619)-860-0207
8097	Amit Komal	27785 Santa Margarita Pkwy	Mission Viejo	California	92691	(949)-670-0199
8460	Tom & Tracy Nixey	2266 Juan Street, Suite B, San Diego, CA 92103	San Diego	California	92110	(619)-539-7279
8907	Yvon Wagner	16498 Beach Blvd.	Westminster	California	92683	(714) 848-3937
8063	William Noble	2795 Pearl St., #100	Boulder	Colorado	80302	(720)-680-0225
8359	Esther Mozes	1285 E. 1st Ave., Suite D	Broomfield	Colorado	80020	(303) 464-7627
8270	William Noble	4987 Factory Shops Blvd, Unit B-120	Castle Rock	Colorado	80104	(303) 688-1146
8612	Lisa Hamilton, O.D.	2370 E. APARAHOE RD #921	Centennial	Colorado	80122	(720) 283-2020
8180	Western States Optical, Inc.	1268 Interquest Pkwy #120	Colorado Springs	Colorado	80920	(719)-463-0200
8300	Milissa Stone	611 24 Road	Grand Junction	Colorado	81505	(970) 242-5412
8665	William Noble	9325 DORCHESTER ST. STE# 124	Highlands Ranch	Colorado	80129	(303)-471-5263
8377	Julian Bhatt	7111 W. ALAMEDA AVE., UNIT L	Lakewood	Colorado	80226	(303) 934-0268
8143	William Noble	8441 SOUTH YOSEMITE #2	Lone Tree	Colorado	80124	(303) 768-8721
8756	Lori Edwards	180 Ken Pratt Blvd. Ste. 200	Longmont	Colorado	80501	(303) 776-4309
8865	Lori Edwards	1391 Sculptor Dr. Unit 140	Loveland	Colorado	80537	(970) 619-8870
8115	Esther Mozes	10669 MELODY DRIVE	Northglenn	Colorado	80234	(303) 452-9312
8650	Benjamin M. Dixon, O.D.	11211 S DRANSFELDT, # 125	Parker	Colorado	80134	(303)-840-2118
8599	Julian Bhatt	5700 W. 88TH AVENUE	Westminster	Colorado	80031	(303) 650-6020
8107	Joseph Strizalkowski	1901 BLACKROCK TURNPIKE	Fairfield	Connecticut	06825	(203) 334-7722
8146	Eddie Elias	2100 DIXWELL AVE	Hamden	Connecticut	06514	(203) 281-4330

8080	Thaddeus Bojar	1330 BOSTON POST ROAD	Milford	Connecticut	06460	(203) 877-6593
8293	Patrice Marra, O.D.	350 Connecticut Ave.	Norwalk	Connecticut	06854	(203) 866-0788
8254	Garren Craner, O.D.	111 BROAD STREET	Stamford	Connecticut	06901	(203) 348-3200
8057	Brian Mann, O.D.	909 HARTFORD TPKE UNIT D-2	Waterford	Connecticut	06385	(860) 442-0380
8267	Sara & Michael Plumb	1929 A W. Brandon Blvd	Brandon	Florida	33511	(813) 681-8880
8373	Susan Erker	7550 Immokalee Road	Cape Coral	Florida	33991	(239)-451-5954
8919	Capstone	2670 Gulf to Bay Boulevard	Clearwater	Florida	33759	(727)-777-4546
8418	Shannon Fowler, O.D.	4418 COMMONS DR E	Destin	Florida	32541	(850) 654-3937
8938	Susan Erker	6891 Daniels Parkway, #140	Fort Myers	Florida	33912	(239)-243-8892
8736	William Noble	6405 NEWBERRY RD	Gainesville	Florida	32605	(352) 331-6321
8710	Jana Stark	2914 OAKWOOD BLVD.	Hollywood	Florida	33020	(954) 921-5330
8693	William Noble	4413 Town Center Parkway	Jacksonville	Florida	32246	(904)-998-9822
8367	Theodore Brink, O.D.	11406 SAN JOSE BLVD., #1	Jacksonville	Florida	32223	(904) 260-3839
8708	William Noble	9398-1 ARLINGTON EXPRESSWAY	Jacksonville	Florida	32225	(904) 724-5653
8692	William Noble	359 Marsh Landing Pkwy	Jacksonville Beach	Florida	32250	(904)-280-0011
8537	Michael Plumb, Sara Plumb, Dave Thompson	1371 TOWN CENTER DRIVE	Lakeland	Florida	33803	(863) 413-0200
8933	Capstone	State Road 56 and Wesley Chapel Blvd.	Lutz	Florida	33559	(813) 452-4442
8387	Claude Cadet	18610 NW 67th Ave	Miami	Florida	33015	(305) 474-0433
8715	Erica Nguyen	13676 North Kendall Drive	Miami	Florida	33186	(305) 388-7550
8473	Kim Dawson	11024 W COLONIAL DR STE 30	Ocoee	Florida	34761	(407) 565-9290
8189	Capstone	Starkey Ranch Town Center	Odessa	Florida	33556	(813)-454-0670
8707	William Noble	1911-6 WELLS ROAD	Orange Park	Florida	32073	(904)-269-9500

8561	Theodore Brink, O.D.	1524-5 COUNTRY ROAD	Orange Park	Florida	32003	(904) 637-2000
8627	Shannon Fowler, O.D.	11570 PANAMA CITY BEACH PKWY #100	Panama City Beach	Florida	32407	(850) 230-4433
8497	Drew P. Fessenden, O.D.	4006 S. TAMIAMI TRAIL	Sarasota	Florida	34231	(941) 921-4473
8866	Capstone	7855 113th St. Ste A	Seminole	Florida	33772	(727) 317-6174
8827	Christopher Mutai, O.D.	1185 St Johns Parkway	St. Johns	Florida	32259	(904)-686-1420
8867	Capstone	1350 4th St North	St. Petersburg	Florida	33701	(727) 498-5117
8870	Capstone	3708 Henderson Boulevard	Tampa	Florida	33609	(813) 392-3636
8869	Capstone	8504 Citrus Park Drive	Tampa	Florida	33625	(813) 514-9220
8402	Michael Broder, O.D.	2165 Tamiami Trail South	Venice	Florida	34293	(941) 493-8787
8100	Osose Odia	2234 Weston Road	Weston	Florida	33326	(954) 870-6159
8862	Kim Dawson	5742 Hamlin Groves Trail	Winter Garden	Florida	34787	(407)-469-7105
8739	William Noble	110 S Orlanda Ave, Suite 11	Winter Park	Florida	32789	(407)-571-9165
8090	Amy Beckham, O.D.	463888 State Road 200	Yulee	Florida	32097	(904)-261-4425
8047	Keshun Zhao	141 GEORGIA SQUARE MALL	Athens	Georgia	30606	(706) 543-5788
8848	Warren James	5001 Peachtree Industrial Blvd	Atlanta	Georgia	30341	(470) 375-7593
8688	Fareed Dosani	3425 Lenox Road NE	Atlanta	Georgia	30326	(404)-237-6210
8370	Justin Dalrymple	1757 EAST WEST CONNECTOR	Austell	Georgia	30106	(770) 941-2220
8607	Malik Dosani	3264 BUFORD DR. #100-A	Buford	Georgia	30519	(678) 395-2020
8323	Keith Bachmann	1455 RIVERSTONE PKWY	Canton	Georgia	30114	(770)-479-0500
8501	Charles G. McKelvey, III, O.D	1313 South Park Street	Carrollton	Georgia	30117	(770)-832-1457
8528	Keith Bachmann	239 MARKETPLACE BLVD.	Cartersville	Georgia	30189	(770) 607-1449
8200	Brianne Malerbi	1207 WEST WALNUT AVE	Dalton	Georgia	30720	(706) 226-2722

8204	William Noble	890 DAWSONVILLE HWY	Gainesville	Georgia	30501	(770) 718-9800
8263	William Noble	1401 JOHNSON FERRY ROAD	Marietta	Georgia	30062	(770) 977-1835
8943	Drs. Don Talley/Kathy Chance	Town Central Shopping Center 1850 N. Columbia Street Milledgeville, GA 31061	Milledgeville	Georgia	31061	(478) 453-0011
8066	William Noble	10775 U. S. HIGHWAY 9	Roswell	Georgia	30076	(770) 998-9656
8368	Yousuf Dosani	1708 Highway 124 North, Suites K-L	Snellville	Georgia	30078	(770) 736-3006
8113	Keith Bachmann	2360 Towne Lake Parkway	Woodstock	Georgia	30189	(770)-790-0000
8227	Teri Fulmer	7447 W. EMERALD	Boise	Idaho	83704	(208) 322-1642
8684	Steve Pelitsky, O.D.	704 E RAND ST.	Arlington Heights	Illinois	60004	(847)-259-3933
8217	Hector Garcia	2987 Kirk Rd.	Aurora	Illinois	60502	(630)-428-3937
8071	William Noble	896 Belvidere Road	Belvidere	Illinois	61008	(815)-516-0380
8045	Rory K. Zimny	1243 W. BOUGHTON ROAD	Bolingbrook	Illinois	60440	(630) 679-0900
8050	Eugene Berkovich, O.D.	464 W HALF DAY RD	Buffalo Grove	Illinois	60089	(847) 913-5545
8185	Dr. Ami Patel	1200 East 53rd Street	Chicago	Illinois	60615	(773) 493-8372
8369	Spencer P. Vidulich, O.D.	400 W. DIVISION ST.	Chicago	Illinois	60610	(312) 274-1212
8031	Spencer P. Vidulich, O.D.	1730 W. FULLERTON AVE.	Chicago	Illinois	60614	(773) 327-3000
8081	Norman E. Blase, O.D.	4017 N MILWAUKEE AVENUE	Chicago	Illinois	60641	(773) 545-2660
8804	Ketan Sheladia, O.D.	5153 S. Pulaski Road, Unit B	Chicago	Illinois	60632	(773) 284-9844
8327	Tony Prieto	2706 N. MILWAUKEE AVE	Chicago	Illinois	60647	(773)-862-5000
8328	Tony Prieto	845 NORTH ASHLAND AVE	Chicago	Illinois	60622	(312)-942-0407
8181	Alexander Marshalkovich, O.D.	6309 North Lincoln Avenue	Chicago	Illinois	60659	(773) 267-1814
8274	Ralph Geiderman, O.D.	3136 N Lincoln Avenue	Chicago	Illinois	60657	(773) 871-8210
8930	Eric Skochinski/Andrew Ladochi	4814 North Clark Street	Chicago	Illinois	60640	(773) 897-0800

8036	Ketan Sheladia, O.D.	5501 PLAINFIELD RD	Countryside	Illinois	60525	(708) 482-7744
8362	Rory K. Zimny	1701 N. LARKIN AVE.	Crest Hill	Illinois	60403	(815) 741-1140
8326	Rory K. Zimny	4777 D NORTHWEST HIGHWAY	Crystal Lake	Illinois	60014	(815) 477-8500
8246	Ketan Sheladia, O.D. & Samir Patel, O.D.	3541 W. 95th STREET	Evergreen Park	Illinois	60805	(708) 425-4162
8553	Michael Tweed, O.D.	1749 S RANDALL RD, Ste F	Geneva	Illinois	60134	(630) 845-9110
8722	Eugene Berkovich, O.D.	6641 Grand Ave Suite D	Gurnee	Illinois	60031	(847) 856-1200
8277	Ketan Sheladia, O.D.	18234 HALSTED ST	Homewood	Illinois	60430	(708) 798-7711
8142	Benjamin Ribble	111 East Morton Avenue	Jacksonville	Illinois	62650	(217)-883-4553
8438	Kenneth Portnoy, O.D.	664 S. Rand Road	Lake Zurich	Illinois	60047	(847) 540-7737
8231	Norman E. Blase, O.D.	904 WEST NORTH AVE.	Melrose Park	Illinois	60160	(708) 343-6767
8251	Hector Garcia	14702 S CICERO AVENUE	Midlothian	Illinois	60445	(708) 687-2115
8148	Shairoz Fazal, O.D.	680 SOUTH ROUTE 59	Naperville	Illinois	60540	(630) 357-7710
8023	Marianna Barsky	4259 N HARLEM AVE	Norridge	Illinois	60706	(708) 457-2292
8211	Ketan Sheladia, O.D.	7222 W. CERMAK RD, Ste 100	North Riverside	Illinois	60546	(708) 447-1494
8239	Jennifer Sullivan	17 W 685 Roosevelt Road	Oakbrook Terrace	Illinois	60181	(630) 916-8282
8283	Jennifer Sullivan	24 ORLAND SQUARE DRIVE	Orland Park	Illinois	60462	(708) 403-3555
8129	Wael Khalaf	279 NORTH NORTHWEST HWY	Palatine	Illinois	60067	(847) 358-4970
8358	Monika & Vick Mehta	13327 S. State Route 59	Plainfield	Illinois	60585	(815) 918-4000
8186	William Noble	6150 E. State Street, Suite 130	Rockford	Illinois	61108	(815)-706-7600
8705	William Noble	850 EAST GOLF ROAD	Schaumburg	Illinois	60194	(847)-519-1020
8002	Gene Kotlyar	7151 CENTRAL	Skokie	Illinois	60077	(847) 674-6666
8122	William Noble	246 HAWTHORNE	Vernon Hills	Illinois	60061	(847) 680-9160

8454	Shairoz Fazal, O.D.	811 E. BUTTERFIELD ROAD	Wheaton	Illinois	60189	(630) 480-8591
8260	Kenneth Portnoy, O.D.	727 W. DUNDEE ROAD	Wheeling	Illinois	60090	(847)-459-4477
8349	Marianna Barsky	1001 E. 75TH STREET	Woodridge	Illinois	60517	(630)-910-1600
8526	William Noble	6614 Logan Drive	Evansville	Indiana	47715	(812)-477-6700
8039	William Noble	5405 Pearl Drive	Evansville	Indiana	47715	(812)-426-2066
8778	William Noble	4201 Coldwater Rd, Store N-7A	Ft. Wayne	Indiana	46805	(260) 483-9568
8835	William Noble	4024 Elkhart Road, Suite 23	Goshen	Indiana	46526	(574)-875-5042
8777	William Noble	6502 Grape Road	Mishawaka	Indiana	46545	(574) 277-7723
8820	William Noble	114 W Honey Creek Parkway	Terre Haute	Indiana	47080 2	(812)-234-6500
8252	Kari Hasstedt	2634 STANGE ROAD	Ames	Iowa	50010	(515) 232-5627
8711	Dr. Martin Copeland	2611 James Street	Coralville	Iowa	52241	(319)-466-1252
8689	Kari Lempp	1851 Madison Avenue, Suite 714	Council Bluffs	Iowa	51503	(712)-322-2333
8840	Joe McFarland	215 Kentucky Home Square	Bardstown	Kentucky	40004	(502)-628-2900
8315	William Noble	4318 Alexandria Pike	Cold Springs	Kentucky	41706	(859)-474-8159
8939	William Noble	620 Buttermilk Pike, Suite E	Crescent Springs	Kentucky	41017	(859) 320-0221
8313	Angela Belanger	70 Public Square	Elkton	Kentucky	40004	(502)-678-2900
8734	William Noble	7627 Mall Road	Florence	Kentucky	41042	(859) 283-1081
8525	William Noble	3801 MALL ROAD	Lexington	Kentucky	40503	(859)-278-5443
8147	William Noble	3735 Palomar Centre Drive	Lexington	Kentucky	40513	(859)-271-2020
8014	William Noble	410 Southtown Blvd.	Owensboro	Kentucky	42301	(270)-688-8811
8152	William Noble	105 Crossfield Drive	Versailles	Kentucky	40383	(859)-879-3665
8101	Lee D. Caplan, O.D.	8134 LIBERTY ROAD	Baltimore	Maryland	21244	(410)-521-2197

8253	Christine McKimmie, O.D.	23191 THREE NOTCH ROAD	California	Maryland	20619	(301) 863-6080
8026	Christopher Turenne	8010 Gramercy Blvd	Derwood	Maryland	20855	(240)-910-5440
8292	Joe Willis	7931 Ritchie Hwy	Glen Burnie	Maryland	21061	(410) 768-5550
8021	Samir Rizk	14811 BALTIMORE AVENUE	Laurel	Maryland	20707	(301) 490-6030
8210	Dave Kepner, O.D.	11193 VIERS MILL RD.	Wheaton	Maryland	20902	(301) 946-4700
8177	Douglas Haigh, O.D.	100 CITY HALL PLAZA	Boston	Massachus etts	02108	(617) 523-7400
8176	Pamela Luccio Carroll	516 WESTGATE DR	Brockton	Massachus etts	02301	(508) 586-4435
8136	Carmine M. Mazzarella	101 Middlesex Turnpike	Burlington	Massachus etts	01803	(781)-270-9800
8155	Yelena Volnova	300 PROVIDENCE HWY/DEDHAM MALL	Dedham	Massachus etts	02026	(781) 329-5120
8171	John J. Lee, O.D.	1422 WASHINGTON STREET	Hanover	Massachus etts	02339	(781) 826-8393
8798	John Lee, O.D.	101 Independence Mall Way	Kingston	Massachus etts	02364	(781)-585-1668
8618	John M. Carroll	287 School Street, Unit 140	Mansfield	Massachus etts	02048	(508) 339-6800
8591	Janette Lui, O.D.	90 PLEASANT VALLEY ST, #250	Methuen	Massachus etts	01844	(978) 532-8782
8059	Dr. Lawrence Siegel	300 NEEDHAM STREET	Newton	Massachus etts	02464	(617) 965-2540
8018	Kate Marmelo, O.D.	83b FAUNCE CORNER RD	North Dartmouth	Massachus etts	02747	(508) 997-6591
8516	Paul V. Hamel, O.D.	9 SYLVAN ST	Peabody	Massachus etts	01960	(978) 532-1022
8173	Bridget L. Kittredge	470 SOUTHERN ARTERY	Quincy	Massachus etts	02169	(617) 773-7424
8296	Eddie Hornedo	339 Squire Road, Ste. 200	Revere	Massachus etts	02151	(781) 289-5900
8288	Carmine M. Mazzarella	739 BROADWAY	Saugus	Massachus etts	01906	(781) 231-1097
8498	Kate Marmelo, O.D.	20 COMMERCE WAY	Seekonk	Massachus etts	02771	(508) 336-7040
8076	Alex Russakovsky, O.D.	22 McGrathy Highway	Somerville	Massachus etts	02143	(617) 623-7522

8088	Harold F. Curtin III, O.D.	435 BOSTON POST RD	Sudbury	Massachusetts	01776	(978) 443-7121
8309	Harold F. Curtin III, O.D.	440 MIDDLESEX ROAD	Tyngsboro	Massachusetts	01879	(978) 649-3880
8582	Eva Neves & Alex Russakovsky, O.D.	229 MAIN STREET	Wilmington	Massachusetts	01887	(978) 658-8890
8759	William Noble	654 Briarwood Circle, Space D128	Ann Arbor	Michigan	48108	(734) 761-8300
8821	John E. Birchmeier, O.D.	8491 GRAND RIVER AVE	Brighton	Michigan	48116	(810) 227-2424
8572	Jeffrey S. Hagan, O.D.	43271 FORD ROAD	Canton	Michigan	48187	(734) 981-8111
8114	Kirit Patel	41821 Garfield Rd	Clinton Twp	Michigan	48038	(586)-231-0777
8760	William Noble	22757 Woodward Ave, Suite 100	Ferndale	Michigan	48220	(248) 399-9595
8772	William Noble	4576 Miller Rd #3	Flint	Michigan	48507	(810) 732-4110
8764	William Noble	620 N Lapeer Road	Grand Rapids	Michigan	49525	(616) 364-6228
8771	William Noble	3343 Century Center St SW	Grandville	Michigan	49418	(616) 249-7362
8874	Ali Thabet	11521 Joseph Campau Street	Hamtramck	Michigan	48212	(313)-733-8002
8767	William Noble	1736 W Michigan Ave	Jackson	Michigan	49202	(517) 789-7131
8774	William Noble	575 S. Drake	Kalamazoo	Michigan	49009	(269) 382-5492
8770	William Noble	2974 28th St SE, Ste. A	Kentwood	Michigan	49512	(616) 949-2120
8574	Marvin J. Matson, O.D.	5224 S CEDAR STREET	Lansing	Michigan	48911	(517) 882-0202
8757	William Noble	30981 Five Mile Road	Livonia	Michigan	48154	(734) 522-3000
8758	William Noble	26140 Ingersol Dr.	Novi	Michigan	48377	(248) 348-2900
8773	William Noble	6650 S. West edge, Ste. 232	Portage	Michigan	49024	(269) 327-2881
8775	William Noble	2861 S Rochester Rd	Rochester Hills	Michigan	48307	(248) 852-5230
8570	William Noble	32987 WOODWARD AVE	Royal Oak	Michigan	48073	(248) 559-3737
8761	William Noble	23000 Eureka Rd	Taylor	Michigan	48180	(734) 287-4300

8934	Dharmveer &Prabhavathi Podhaturi	Troy Marketplace 686 E. Big Beaver D-120 Troy, MI 48083	Troy	Michigan	48083	(248)-906-8166
8575	Bradley D. Goldberg, O.D.	4363 Highland Rd.	Waterford	Michigan	48328	(248) 674-4065
8625	Sarah Dejewski, O.D.	15052 GLEASON PATH, Suite 103	Apple Valley	Minnesota	55124	(952) 465-2719
8160	Christopher Zimmerman	15670 Edgewood Drive, Suite 100	Baxter	Minnesota	56425	(218)-828-4024
8236	Merlin A. Strand, Jr.	570 NORTHTOWN DRIVE	Blaine	Minnesota	55434	(763) 784-4081
8488	Edward Augdahl	5515 XERXES AVENUE NORTH	Brooklyn Center	Minnesota	55430	(763) 560-1636
8696	Jacqueline M. Wings-Beach	1063 BURNSVILLE CENTER	Burnsville	Minnesota	55306	(952)-435-8821
8645	Sarah Krietlow, O.D.	106 Pioneer Trail	Chaska	Minnesota	55318	(952)-368-2325
8431	Tim Johnson, O.D.	12771 RIVERDALE BLVD., NO. 103	Coon Rapids	Minnesota	55448	(763) 421-1220
8611	Tom Meyer, OD	1270 Promenade Pl, Ste 120	Eagan	Minnesota	55121	(651) 452-8442
8188	Michael B. Arends	8251 Flying Cloud Drive, #2028	Eden Prairie	Minnesota	55344	(952) 944-3131
8721	William Noble	3333 Hazelton Rd.	Edina	Minnesota	55435	(952) 926-6149
8035	Gary C. Tonsager	19576 HOLT ST NW	Elk River	Minnesota	55330	(763)-241-2083
8331	Lana M. McCann	1757 N FRONTAGE RD	Hastings	Minnesota	55033	(651) 480-8515
8314	James F. Hawley	13195 WEAVER LAKE RD	Maple Grove	Minnesota	55369	(763) 420-5112
8697	Jeanny Liu-Wu, O.D.	3001 WHITE BEAR AVENUE, #150	Maplewood	Minnesota	55109	(651)-770-3923
8318	Thomas M. McGreevy	1 West Lake St., #105	Minneapolis	Minnesota	55408	(612) 827-3857
8103	Michael B. Arends	1601 PLYMOUTH ROAD	Minnnetonka	Minnesota	55343	(952) 546-4414
8201	Chelsea Laden, O.D	144 TYLER RD NORTH	Red Wing	Minnesota	55066	(651) 388-3838
8134	Tom Meyer, OD	2716 Lincoln Drive	Roseville	Minnesota	55113	(651) 631-9394
8486	Kim Burrage	8510 Hwy 7	Saint Louis Park	Minnesota	55426	(952) 933-3722
8078	Bryan Parrott, O.D	2024 FORD HIGHWAY	Saint Paul	Minnesota	55116	(651) 698-2744

8295	Bill Peta	1560 University Ave	St. Paul	Minnesota	55104	(651) 646-8889
8192	Jared Fairbanks, O.D.	4118 W. DIVISION STREET	Waite Park	Minnesota	56387	(320)-252-2021
8209	Tom Meyer, OD	1980 South Robert St, Ste 130	West St. Paul	Minnesota	55118	(651)-451-1805
8234	David B. Ness, O.D.	7150 VALLEY CREEK PLAZA	Woodbury	Minnesota	55125	(651)-738-4886
8566	Stephen E. Dorton	1077 BRANSON HILLS PKWY	Branson	Missouri	65616	(417) 336-1801
8786	Alex Trepetin and Stella Zilber	2300 Bernadette Drive	Columbia	Missouri	65203	(573) 285-0198
8844	Alex Trepetin and Stella Zilber	13329 Manchester Road	Des Peres	Missouri	63131	(314) 965-4435
8085	Ray C. Stith, Jr.	1916 N. WESTWOOD BLVD.	Poplar Bluff	Missouri	63901	(573) 686-1164
8830	Stella Zilber	1758 Hanley Rd	Richmond Heights	Missouri	63144	(314) 961-7552
8294	Alex M. Trepetin	1518 EAST BATTLEFIELD ROAD	Springfield	Missouri	65804	(417) 881-5530
8875	Leendert Lingen / Robert Jagt	Kaya Gob Debrot 66	Kralendijk, Bonaire	N/A	N/A	(702)-452-2020
8735	Robert Jagt and Leendert W. Lingen	Zuikertuin Shopping Mall	Willemstad	N/A	N/A	599 9 7374683
8401	Robert Jagt and Leendert W. Lingen	Kaya C. Winkel, GAZ 7	Willemstad, Curacao	N/A	N/A	599 9 461 77 02
8642	John Herbolsheimer, O.D.	3906 TWIN CREEK DR.	Bellevue	Nebraska	68123	(402)-932-8007
8745	John Herbolsheimer, O.D.	8146 S. 96 Street	La Vista	Nebraska	68128	(402)-934-2034
8156	Dr. Elizabeth Goerke	125 SOUTH 66TH ST	Lincoln	Nebraska	68510	(402) 489-9776
8197	Dr. Elizabeth Goerke	1201 "O" STREET	Lincoln	Nebraska	68508	(402) 476-7583
8552	William Noble	17660 WRIGHT STREET, SUITE 18	Omaha	Nebraska	68130	(402) 991-0160
8648	William Noble	17255 WEST DAVENPORT ST	Omaha	Nebraska	68118	(402)-289-1655
8121	Rebecca Robinson, O.D.	7827 DODGE STREET, BEVERLY PLAZA	Omaha	Nebraska	68114	(402) 390-2000
8285	Rebecca Robinson, O.D.	12330 K Plaza, Suite 109	Omaha	Nebraska	68137	(402) 334-9511
8286	Rebecca Robinson, O.D.	3506 North, 147th Street, Suite 103 and 104	Omaha	Nebraska	68116	(402) 491-0900

8307	Steve Girisgen, O.D. & Ken Kopolow, O.D.	1000 N Green Valley Pkwy., Suite 420	Henderson	Nevada	89074	(702)-452-2020
8700	Steve Girisgen, O.D. & Ken Kopolow, O.D.	1381 W. Sunset Road, Suite 120	Henderson	Nevada	89014	(702)-568-7999
8929	Steve Girisgen, O.D. & Ken Kopolow, O.D.	75 S. Paseo Verde, Spaces F1B & F1C	Henderson	Nevada	89012	(702) 452-2020
8228	Steve Girisgen, O.D. & Ken Kopolow, O.D.	9460 West Flamingo Road	Las Vegas	Nevada	89147	(702)-452-2020
8604	Steve Girisgen, O.D. & Ken Kopolow, O.D.	8145 W. SAHARA AVENUE SUITE 510	Las Vegas	Nevada	89117	(702) 452-2020
8605	Steve Girisgen, O.D. & Ken Kopolow, O.D.	2021 NORTH RAINBOW BLVD, STE 100	Las Vegas	Nevada	89108	(702) 515-0200
8675	Steve Girisgen, O.D. & Ken Kopolow, O.D.	230 N Nellis Blvd	Las Vegas	Nevada	89110	(702)-452-2020
8779	Steve Girisgen, O.D. & Ken Kopolow, O.D.	6160 West Tropicana Ave.	Las Vegas	Nevada	89103	(702)-906-2535
8836	Steve Girisgen, O.D. & Ken Kopolow, O.D.	7090 South Rainbow Ave	Las Vegas	Nevada	89118	(702) 272-0066
8001	Steve Girisgen, O.D. & Ken Kopolow, O.D.	9770 S Maryland Pkwy., Suite 10	Las Vegas	Nevada	89183	(702)-452-2020
8128	Steve Girisgen, O.D. & Ken Kopolow, O.D.	2279 N Rampart Blvd.	Las Vegas	Nevada	89128	(702)-452-2020
8490	Steve Girisgen, O.D. & Ken Kopolow, O.D.	8025 S Rainbow Blvd., Suite 104	Las Vegas	Nevada	89139	(702)-452-2020
8225	Randy S. Nissinoff, O.D.	329 US HWY 202/206	Bridgewater	New Jersey	08807	(908) 685-1500
8027	Jerry Angelini	1788 CLEMENTS BRIDGE ROAD	Deptford	New Jersey	08096	(856) 853-0860
8681	Randy S. Nissinoff, O.D.	326 Rt 18	East Brunswick	New Jersey	08816	(732)-238-9200
8657	Randi M. Lovett	154 STATE ROUTE 10	East Hanover	New Jersey	07936	(973) 887-0216
8429	Steven Glassband, O.D.	72 PRINCETON-HEIGHTSTOWN RD.	East Windsor	New Jersey	08520	(609) 918-9808
8782	Randy S. Nissinoff, O.D.	255 Highway 35 North	Eatontown	New Jersey	07724	(732)-542-8888
8271	Douglas C. Goldstein, O.D.	315 State Highway 202	Flemington	New Jersey	08822	(908) 788-3937
8485	Ronald Borchers, O.D.	3681 Route 9 North	Freehold	New Jersey	07728	(732) 780-7180
8165	Paul Rudolph	802 North Delsea Drive	Glassboro	New Jersey	08028	(856) 582-5550

8124	<i>Fikreta & Nermin Ribic</i>	2045 Route 57	Hackettstown	New Jersey	07840	(908) 852-0500
8479	<i>Jake Aranovich</i>	638 MARKETPLACE BLVD	Hamilton	New Jersey	08691	(609) 581-5522
8781	<i>Randy S. Nissinoff, O.D.</i>	670 Route 1	Iselin	New Jersey	08830	(732)-750-0300
8451	<i>Haley Parikh, O.D.</i>	163 ROUTE 73 SOUTH	Marlton	New Jersey	08053	(856) 985-1300
8558	<i>William Noble</i>	556 ROUTE 17 SOUTH	Paramus	New Jersey	07652	(201) 670-1340
8687	<i>Randy S. Nissinoff, O.D.</i>	341 RT 4 West	Paramus	New Jersey	07652	(201)-489-6000
8037	<i>Daniel M. Gammo</i>	124 ROUTE 10 W.	Randolph	New Jersey	07869	(973) 361-8990
8564	<i>Emma Mutz</i>	92 RTE 23 N	Riverdale	New Jersey	07457	(973) 248-1188
8011	<i>Szilvia Peli, O.D.</i>	343 MOUNT HOPE AVE BLDG B	Rockaway	New Jersey	07866	(973) 366-1181
8123	<i>Szilvia Peli-Abrams, O.D.</i>	10 North Village Boulevard, Suite C	Sparta	New Jersey	07871	(973)-729-1181
8712	<i>Randy S. Nissinoff, O.D.</i>	275 Route 22 East	Springfield	New Jersey	07081	(973)-376-7900
8280	<i>Randy S. Nissinoff, O.D.</i>	1278 HOOPER AVENUE	Toms River	New Jersey	08753	(732) 505-0533
8678	<i>Randy S. Nissinoff, O.D.</i>	360 Rt 46 East	Totowa	New Jersey	07512	(973)-785-0900
8911	<i>Sharon Pacheco, O.D.</i>	5504 Menaul Blvd NE, Ste A	Albuquerque	New Mexico	87110	(505)-888-1152
8238	<i>Michael Hans</i>	4800 SUNRISE HIGHWAY	Bohemia	New York	11716	(631) 567-3500
8493	<i>Gene Gold</i>	111 INDEPENDENT WAY, Ste B	Brewster	New York	10509	(845) 278-7800
8654	<i>Lydia Barcelona Strong</i>	154 MONTAGUE STREET	Brooklyn	New York	11201	(718) 246-5795
8468	<i>Maria Katsev</i>	2103 RALPH AVE.	Brooklyn	New York	11234	(718) 241-0400
8623	<i>Camille Cohen, O.D.</i>	95 SEVENTH AVE	Brooklyn	New York	11215	(718)-230-0205
8361	<i>Ross Devore</i>	6401 JERICHO TURNPIKE	Commack	New York	11725	(631) 462-1188
8166	<i>Michael Hans</i>	2365 HEMPSTEAD TURNPIKE	East Meadow	New York	11554	(516)796-3800
8392	<i>BODIM Optical, Inc., Boaz Ben-Jacob, Jessica Ben-Jacob</i>	1445 HEMPSTEAD TURNPIKE	Elmont	New York	11003	(516) 616-1771

8070	Michael Hans	193-20 NORTHERN BLVD.	Flushing	New York	11358	(718) 357-4666
8780	Andrew B. Fassler	2833 Ridge Road West	Greece	New York	14626	(585)-227-5138
8698	Lori Barragato	1253 Veterans Memorial Highway	Hauppauge	New York	11788	(631) 656-0012
8102	Michael Hans	328 NORTH BROADWAY	Jericho	New York	11753	(516) 681-2020
8463	Wayne Kelly	1615 Northern Blvd	Manhasset	New York	11030	(516)-365-3843
8265	Michael Hans	1050A SUNRISE HIGHWAY	Massapequa	New York	11758	(516) 795-7880
8702	Michael Hans	932 HILLSIDE AVENUE	New Hyde Park	New York	11040	(516)-437-2120
8058	Vincente Calderon O.D. P.C.	102-22 ATLANTIC AVE	Ozone Park	New York	11416	(718) 846-1144
8720	Gene Gold	2001 South Rd, Suite D110	Poughkeepsie	New York	12601	(845)-298-1288
8110	Adam Sampson	619 AVIATION RD.	Queensbury	New York	12804	(518) 798-6923
8095	Shawn O'Neil	3349 MONROE AVE	Rochester	New York	14618	(585) 381-1616
8046	Wayne Kelly	1085 NORTHERN BOULEVARD	Roslyn	New York	11576	(516) 365-4066
8183	Michael Hans	1320 STONY BROOK ROAD, Ste 130	Stony Brook	New York	11790	(631) 724-7171
8150	Eugene Gebhard	350 EASTVIEW MALL	Victor	New York	14564	(585) 425-4770
8105	Fred J. Bresler, O.D.	1246 ARSENAL STREET	Watertown	New York	13601	(315) 782-2600
8626	Leslie M Pacer	900 HOLT RD	Webster	New York	14580	(585) 872-4006
8638	Andrew Zalis	613 MONTAUK HWY	West Babylon	New York	11704	(631) 893-0135
8676	James Austin	8005 Main Street	Williamsville	New York	14221	(716)-634-9129
8737	Eric Katsev	48-11 Queens Blvd	Woodside	New York	11377	(718)-205-9760
8126	Randy S. Nissinoff, O.D.	2340 CENTRAL PARK AVE.	Yonkers	New York	10710	(914)-961-3737
8860	Joel Jennings	9831 Rea Road	Charlotte	North Carolina	28277	(980)-339-8393
8220	Amy Mitzel DuBois, O.D.	3232 13TH AVE. SOUTH	Fargo	North Dakota	58103	(701) 280-3000

8686	William Noble	3893 Medina Rd	Akron	Ohio	44333	(330)-666-0191
8013	William Noble	2850 Centre Drive	Beavercreek	Ohio	45324	(937)-429-4060
8928	William Noble	4419 WALNUT STREET	Beavercreek	Ohio	45440	(937)-476-1899
8695	Theresa Ayers	4474 Everhard Road NW	Canton	Ohio	44718	(330) 494-4445
8902	William Noble	1251 N. Bridge Street	Chillicothe	Ohio	45601	(740) 212-3810
8903	William Noble	700 Eastgate South Dr.	Cincinnati	Ohio	45245	(513)-449-1318
8906	William Noble	3333 Burnet Avenue Suite 110 Cincinnati, OH 45229	Cincinnati	Ohio	45229	(513)-221-2415
8725	William Noble	3948 Morse Crossing	Columbus	Ohio	43219	(614) 475-6512
8729	William Noble	1150 Polaris Parkway	Columbus	Ohio	43240	(614) 847-3912
8841	William Noble	1595 Georgesville Square	Columbus	Ohio	43228	(614)-385-0088
8724	William Noble	796 Howe Avenue	Cuyahoga Falls	Ohio	44221	(330) 928-3300
8925	William Noble	1260 Sunbury Road	Delaware	Ohio	43015	(740)-212-6111
8732	William Noble	4975 Tuttle Crossing Blvd	Dublin	Ohio	43016	(614) 766-6638
8728	William Noble	368 S Hamilton Road	Gahanna	Ohio	43230	(614) 478-7474
8731	William Noble	1584 Stringtown Road	Grove City	Ohio	43123	(614) 871-4016
8730	William Noble	3373 Princeton Road #121	Hamilton	Ohio	45011	(513) 893-2900
8748	William Noble	24539 Cedar Road	Lyndhurst	Ohio	44124	(216)-291-0120
8174	Loni Rittenhouse, O.D. –	837 N. COURT ST.	Medina	Ohio	44256	(330) 725-4464
8015	William Noble	2707 Miamisburg-Centerville Rd.	Miamisburg	Ohio	45459	(937)-435-4060
8843	William Noble	7855 W. Ridgewood Dr Space #823	Parma	Ohio	44129	(440)-482-5772
8842	William Noble	8121 E. Broad Street	Reynoldsburg	Ohio	43068	(614) 655-8448
8005	Theresa Ayers	19649 CENTER RIDGE ROAD	Rocky River	Ohio	44116	(440) 333-9575

8250	William Noble	2051 Bechtle Avenue	Springfield	Ohio	45504	(937)-399-8000
8593	Theresa Ayers	18054 ROYALTON ROAD	Strongsville	Ohio	44136	(440) 268-0765
8487	William Noble	5274 Salem Avenue	Trotwood	Ohio	45426	(937)-837-3937
8727	William Noble	25102 Brookpark Road #126	Westlake	Ohio	44145	(440) 734-1030
8926	Torry Elston	5908 SE 15TH STREET	Midwest City	Oklahoma	73110	(405)-300-8070
8414	Capstone	1369 24TH AVE NW	Norman	Oklahoma	73069	(405) 366-1110
8892	Torry Elston	12444 NW 10th St.	Oklahoma City	Oklahoma	73099	(405)-265-7775
8640	Capstone	8549 N Rockwell Ave	Oklahoma City	Oklahoma	73132	(405)-720-8316
8380	Capstone	14110 N. PENNSYLVANIA AVE.	Oklahoma City	Oklahoma	73134	(405) 775-9300
8061	Jack L. Hauler, O.D.	74 COULTER AVE.	Ardmore	Pennsylvania	19003	(610)896-0610
8333	Alpha Optical Group, LLC	3926 Nazareth Pike	Bethlehem Twp.	Pennsylvania	18045	(610) 866-1000
8789	William Noble	3593 Capital City Mall Dr., Spc 738	Camp Hill	Pennsylvania	17011	(717)-737-3462
8617	Mojeh Mohtashami	500 BROAD ST	Collegeville	Pennsylvania	19426	(610) 831-1100
8269	Gretchen Brewer, O.D.	73 Old Dublin Pike, #13C	Doylestown	Pennsylvania	18901	(215) 230-4060
8713	Erica Nguyen	147 Palmer Park	Easton	Pennsylvania	18045	(610) 258-4372
8691	Ajay Gauba	428 West Lincoln Hwy	Exton	Pennsylvania	19341	(610)-363-1164
8500	Marla Claman, O.D.	100 EVERGREEN DRIVE, Ste 117	Glen Mills	Pennsylvania	19342	(610)558-9803
8788	William Noble	1000 Carlisle Street Ste 1280	Hanover	Pennsylvania	17331	(717)-637-4944
8787	William Noble	5030 Jonestown Rd., Rt 22	Harrisburg	Pennsylvania	17112	(717)-657-0802
8932	Azad Abulkalam	100 Main St., Ste 110	King of Prussia	Pennsylvania	19406	(610) 265-3100
8279	David Mitro	2340 LINCOLN HIGHWAY	Langhorne	Pennsylvania	19047	(215) 752-7227

8741	Kaminder Singh	1129 Quentin Road	Lebanon	Pennsylvania	17042	(717) 272-5685
8004	Thomas E. Barnett	16039 Conneaut Lake Rd., Ste. 107	Meadville	Pennsylvania	16335	(814) 336-6057
8440	Marla Claman, O.D.	31 Leopard Rd	Paoli	Pennsylvania	19301	(484) 595-0345
8846	Gretchen Brewer Schneider, O.D.	7516 City Avenue.	Philadelphia	Pennsylvania	19151	(215)-878-7181
8310	Albert Fonticoba, O.D.	330 OREGON AVE	Philadelphia	Pennsylvania	19148	(215) 463-5889
8299	Charles Fecca, Delbert Ritchey, Jr.	1704 WALNUT STREET	Philadelphia	Pennsylvania	19102	(215) 732-7622
8262	Doray Gurkaynak, O.D.	3400 ARAMINGO AVE.	Philadelphia	Pennsylvania	19134	(215) 425-4340
8792	William Noble	953 Freeport Road	Pittsburgh	Pennsylvania	15238	(412)-782-6006
8796	William Noble	1450 Park Manor Blvd	Pittsburgh	Pennsylvania	15205	(412)-788-1288
8639	Gretchen Brewer Schneider, O.D.	661 W. Germantown Pike	Plymouth Meeting	Pennsylvania	19462	(610) 941-9780
8022	Michael Shiffert	721 S WEST END BLVD	Quakertown	Pennsylvania	18951	(215) 538-0538
8790	William Noble	1616 Mall Run Rd.	Uniontown	Pennsylvania	15401	(724)-439-5250
8130	Vicki Bourdon-Payne	632 YORK ROAD	Warminster	Pennsylvania	18974	(215) 674-5700
8663	Erica Nguyen	250 LEHIGH VALLEY MALL #201	Whitehall	Pennsylvania	18052	(610)-264-5878
8863	Kaminder Singh	2600 Willow Street	Willow Street	Pennsylvania	17584	(717) 254-5507
8931	GRETCHEN BREWER, O.D.	714 WOODLAND RD	Wyomissing	Pennsylvania	19610	(610)-376-7272
8743	Toperbee	LOCAL 39, AGUADILLA MALL	Aguadilla	Puerto Rico	00603	(787) 882-0078
8382	Ivan Robles, O.D.	110 Rio Hondo Ave., Ste. #6	Bayamon	Puerto Rico	00961	(787) 261-0980
8749	Toperbee	Santa Rosa Mall Local #7	Bayamon	Puerto Rico	00959	(787) 787-6334
8755	Toperbee	Bldg A4 Rd #167 K.M. 17.6	Bayamon	Puerto Rico	00956	(787) 279-8137
8163	Toperbee	0 PLAZA DEL CARMEN MALL	Caguas	Puerto Rico	00625	(787) 746-4960

8344	Toperbee	0 PLAZA LAS CATALINAS LOCAL 440	Caguas	Puerto Rico	00726	(787) 746-0965
8754	Toperbee	Baldorioty De Castro - Exp STE 157	Carolina	Puerto Rico	00983	(787) 750-6850
8396	Edison Marin Serra, O.D.	5829 PLAZA ESCORAL	Carolina	Puerto Rico	00987	(787)-276-4835
8383	Gladys Acevedo	0 LOCAL	Cayey	Puerto Rico	00736	(787) 738-7120
8420	Toperbee	0 CARRETERA 172, ESQUINA 787, LO	Cidra	Puerto Rico	00739	(787) 494-0004
8504	Edison Marin Serra, O.D.	800 CARR. 693, STE 4	Dorado	Puerto Rico	00646-6707	(787)-796-7373
8052	Toperbee	PO BOX 9386	Guayama	Puerto Rico	00784	(787) 866-1660
8694	Toperbee	Local E-13 Primer Piso	Guaynabo	Puerto Rico	00968	(787)-793-0930
8744	Toperbee	1400 Ave Miramar Ste 154	Hatillo	Puerto Rico	00659	(787) 879-2202
8751	Toperbee	Local C-134 Plaza Palma Real	Humacao	Puerto Rico	00791	(787) 850-0310
8753	Toperbee	Plaza Del Caribe 2050, Ste. 269	Ponce	Puerto Rico	00717	(787) 840-0909
8738	Randy S. Nissinoff, O.D.	Plaza Las Americas Local #140	San Juan	Puerto Rico	00918	(787) 753-1033
8750	Toperbee	9410 Los Romeros Ave. Ste. 32	San Juan	Puerto Rico	00926	(787) 789-0202
8466	Nicholas Bollin and Emily Bollin, O.D	3 MALPHRUS RD.	Bluffton	South Carolina	29910	(843) 837-9222
8475	Eugene Gebhard	2015 SAM RITTENBERG BLVD	Charleston	South Carolina	29407	(843) 763-0554
8484	Eugene Gebhard	1113 MARKETCENTER BLVD, #G	Mount Pleasant	South Carolina	29464	(843) 849-0822
8509	Eugene Gebhard	350 SEABOARD STREET	Myrtle Beach	South Carolina	29577	(843) 839-2233
8521	Eugene Gebhard	7250 RIVERS AVENUE, BLDG 500, SUITE 7	N. Charleston	South Carolina	29406	(843) 824-2878
8822	Joel Jennings	2368 Cherry Road	Rock Hill	South Carolina	29732	(803)-366-6111
8303	Eugene Gebhard	310 Azalea Square Blvd	Summerville	South Carolina	29483	(843) 594-5211
8223	Chad Beynon, O.D.	1612 EGLIN ST, # 100	Rapid City	South Dakota	57701	(605) 348-4778

8053	Kevin S. Lehr	2414 SOUTH LOUISE AVE	Sioux Falls	South Dakota	57106	(605) 361-9833
8348	Kevin S. Lehr	502 S. FOSS AVENUE	Sioux Falls	South Dakota	57110	(605) 336-8800
8502	Chad Beynon, O.D.	901 29th Street SE	Watertown	South Dakota	57201	(605) 882-2020
8495	Melinda S. Rosenthal	2050 Hamilton Place Blvd., Suite 400	Chattanooga	Tennessee	37421	(423) 499-3737
8791	Anthony Perry	2257 Wilma Rudolph Blvd	Clarksville	Tennessee	37040	(931) 919-2783
8073	Aaron L. Wilson	913 KEITH STREET, NW	Cleveland	Tennessee	37311	(423) 476-2217
8426	James R. Fly	1016 W. POPLAR AVE.	Collierville	Tennessee	38017	(901) 850-0811
8704	Anthony Schlemmer	1301 TROTWOOD AVENUE	Columbia	Tennessee	38401	(931) 388-9041
8703	Anthony Perry	1764 N. GALLATIN ROAD	Madison	Tennessee	37115	(615) 865-6074
8222	Lauren & Alex Eye Pro LLC	651 N. U.S. Highway 183	Austin	Texas	78729	(512)-980-6700
8536	Amrita Bains, O.D.	25905 US HWY 290, Suite A	Cypress	Texas	77429	(281) 256-8774
8116	Dr. Tejal Patel-Darne	7710 Fry Road	Cypress	Texas	77433	(832) 974-2021
8287	Mark Portnoy	7111 MARVIN D. LOVE FREEWAY, 101	Dallas	Texas	75237	(972) 298-1454
8049	Anna Birman	2130 SOUTH BUCKNER	Dallas	Texas	75227	(214) 381-1400
8144	Dimitry Volfson	3120 FOREST LANE	Dallas	Texas	75234	(972) 247-5613
8469	Svetlana Ronin	1301 W. GLADE RD. SUITE 196	Euless	Texas	76039	(817) 685-7200
8462	Kara C. Nguyen, O.D.	2832 SOUTH HULEN ST	Fort Worth	Texas	76109	(817) 926-6000
8145	Galina Ronin	309 S. OAKLAND BLVD.	Fort Worth	Texas	76103	(817) 534-4700
8044	Mostafa Elsakka, M.D.	5999 Custer Road	Frisco	Texas	75035	(214)-785-7156
8673	Ibran Azim	11550 Legacy Drive, Suite #40B	Frisco	Texas	75033	(972) 294-5313
8586	Dary Prupes	5860 NORTH TARRANT PKWY	Ft. Worth	Texas	76244	(817) 656-0440
8682	Mark Birkmann	1013 W. UNIVERSITY, SUITE 135	Georgetown	Texas	78628	(512) 931-2827

8667	Dipen Patel	3170 Farm to Market 407 #405	Highland Village	Texas	75077	(940)-241-7172
8379	Catherine Ong, O.D.	7085 Highway 6 North	Houston	Texas	77084	(281) 463-8333
8407	Marc A. R. Diab, O.D.	3031 KIRBY DR.	Houston	Texas	77098	(713) 942-7733
8542	Lestavia P. Duplantier, O.D.	5815 E. SAM HOUSTON PKWY., NORTH	Houston	Texas	77049	(281)-459-3700
8589	Nadia Sledge, O.D.	9738 KATY FREEWAY, STE 500	Houston	Texas	77055	(713) 468-2424
8513	Nadia Sledge, O.D.	5015 WESTHEIMER RD	Houston	Texas	77056	(713) 623-4181
8913	Dr. Zelmira Farmer	16929 El Camino Real	Houston	Texas	77058	(346)-230-7273
8191	Tiffanie Gorman, O.D.	3004 Yale Street	Houston	Texas	77018	(713) 766-6650
8690	Boris G. Kinkov	2913 BELTLINE ROAD	Irving	Texas	75062	(972)-258-8555
8465	Lance E. Huber, O.D.	7960 N. MACARTHUR BLVD.	Irving	Texas	75063	(972) 401-2000
8718	Gary Plask	2403 S Stemmons, Suite 113	Lewisville	Texas	75067	(972)-316-1113
8391	Ibran Azim	1681 N. CENTRAL EXPRESSWAY	McKinney	Texas	75070	(972) 548-8710
8205	Mark Portnoy	3434 TOWNE CROSSING	Mesquite	Texas	75150	(972) 681-7865
8456	Ahn T. Nguyen, O.D.	10420 BROADWAY,SUITE 108	Pearland	Texas	77584	(281) 992-5888
8043	Lauren & Alex Eye Pro LLC	4909 Gattis School	Pflugerville	Texas	78660	(512)-617-3255
8282	Ibran Azim	1382 EAST BELTLINE ROAD	Richardson	Texas	75081	(972) 231-3622
8719	Rahul Biswas	7101 W Grand Parkway S, Suite 710	Richmond	Texas	77407	(832)-222-9162
8436	Alex M. Trepetin	2827 RIDGE RD.	Rockwall	Texas	75032	(972) 722-6222
8450	Yuri Ronin	3004 E. SOUTHLAKE BLVD.	Southlake	Texas	76092	(817) 748-2015
8563	Catherine Ong, O.D.	1875 HWY 6 SOUTH	Sugar Land	Texas	77478	(281) 980-3937
8747	Jared Gray, O.D.	228 East 6400 South	Murray	Utah	84107	(801)-263-9125
8190	Prajay Patel	1412 GREENBRIER PKWY	Chesapeake	Virginia	23320	(757)424-3135

8944	Dr. Tofik Ali	6435 Columbia Pike	Falls Church	Virginia	22041	(703) 712-7990
8410	Robie H. Robinson, O.D.	6721 LAKE HARBOUR DR.	Midlothian	Virginia	23112	(804) 739-4000
8195	Leanne Perry	128 EAST LITTLE CREEK	Norfolk	Virginia	23505	(757) 480-1134
8311	Daniel Ferrara, O.D.	701 LYNNHAVEN PARKWAY	Virginia Beach	Virginia	23452	(757) 463-2136
8584	Leanne Perry	2201 UPTON DR	Virginia Beach	Virginia	23454	(757)-430-2860
8006	Lisa M. Butterfield, O.D.	2017 SOUTH LOUDOUN ST.	Winchester	Virginia	22601	(540) 665-0571
8853	Qi Yan	14150 NE 20th Street	Bellevue	Washington	98007	(425)-449-8022
8471	Jeremy Goetsch, O.D.	714 3rd Ave	Antigo	Wisconsin	54409	(715)-623-2180
8785	Dr. Rick Davison and Associates	4301 W. Wisconsin Ave	Appleton	Wisconsin	54915	(920) 731-6116
8701	Vince Facchiano, O.D.	17550-D W. BLUE MOUND ROAD	Brookfield	Wisconsin	53045	(262)-784-3700
8855	Christopher D. Smith, O.D & Camelle Smith	2665 Monroe Road, Suite #100	De Pere	Wisconsin	54115	(920) 347-8998
8633	Jeremy Goetsch, O.D./Vincent Facchiano, O.D	6231 MCKEE RD, Suite C	Fitchburg	Wisconsin	53719	(608)-273-2020
8494	Rory K. Zimny	695 W SILVER SPRING DR	Glendale	Wisconsin	53217	(414) 961-6000
8411	Lana M. McCann	113 CARMICHAEL RD	Hudson	Wisconsin	54016	(715) 377-7970
8596	Andrew Palm, O.D.	3800 Hwy 16, Suite 112	La Crosse	Wisconsin	54601	(608) 781-1213
8852	Jeremy & Katherine Goetsch,	412 Third Street	Mosinee	Wisconsin	54455	(715)-693-2400
8784	Kathryn Mueller, O.D	8907 S Howell Ave, Ste 600	Oak Creek	Wisconsin	53154	(414) 764-2651
8717	Sara K. Nicholson, O.D.	2721 S. Green Bay Road	Racine	Wisconsin	53406	(262) 554-5991

SIGNED AGREEMENTS BUT NOT OPEN AS OF DECEMBER 31, 2022

EyeCare Center #	Franchisee	Address	City	State	ZIP	Phone Number
8056	West Point Optical Group, LLC	2730 West Dove Valley Road Suite 120	Phoenix	Arizona	85085	tbd
8024	Marketplace Optical LLC	1495 East Marketplace Blvd	Tucson	Arizona	85713	tbd
8233	Dragonfly Optical Inc.	1103 Pacific Highway	Seal Beach	California	90740	tbd
8937	Fullerton Vision LLC	4959 West Fullerton Avenue	Chicago	Illinois	60639	tbd
8249	KB Vision LLC	5980 Neal Avenue North	Oak Park Heights	Minnesota	55082	tbd
8229	GlenPointe Optical I, LLC	2114 Freeman Park Drive, Suite 105	Charlotte	North Carolina	28237	tbd
8060	Out of Step Investments Inc.	2200 East Broad Street	Mansfield	Texas	76063	tbd
8241	Well-Edge Vision, LLC	17238 Bulverde Road	San Antonio	Texas	78247	tbd

EXHIBIT I

**LIST OF PEARLE VISION FRANCHISEES WHO LEFT THE SYSTEM
DURING CALENDAR YEAR 2022**

2022 CEASED OPERATIONS

EyeCare Center #	Franchisee	Location Name	Address	City	State	ZIP	Phone Number
8278	Bradley L. Backhaus, O.D.	WILLMAR	2404 FIRST ST.	Willmar	MN	56201	(320) 235-1235
8089	Jennifer Ward, O.D.	PATHMARK PLAZA	1933 HWY. #35	Wall	NJ	7719	(732) 449-5902
8655	Dawn Gray	PRESTON PARK SHOPPING CENTER	1713 PRESTON RD, Suite A	Plano	TX	75093	(972) 931-5775
8683	Dawn Gray	Village at Collin Creek	601 W. Plano Pkwy, Ste 141B	Plano	TX	75075	(972) 881-1197
8464	Cecilia Cook, O.D.	PASADENA	5767 FAIRMONT PARKWAY	Pasadena	TX	77505	(281) 991-1114
8151	James D. Benning, O.D.	N. RICHLAND HILLS	8101 GLENVIEW DRIVE	North richland hills	TX	76180	(817) 589-0911
8434	Elizabeth C. Wilson	MANKATO	111 Star Street, Suite 101	Mankato	MN	56001	(507) 385-8110

2022 FRANCHISEE TRANSFERS OF OWNERSHIP

EyeCare Center #	Franchisee	Location Name	Address	City	State	ZIP	Phone Number
8665	John S. Lawson	Highlands Ranch Town Center	9325 DORCHESTER ST. STE# 124	Highlands ranch	CO	80129	(303) 471-5263
8379	Catherine Ong, O.D.	HOUSTON	7085 Highway 6 North	Houston	TX	77095	(281) 463-4940
8705	Amir Essani	Schaumburg	850 EAST GOLF ROAD	Schaumburg	IL	60194	(847) 519-1020
8186	Monika & Vick Mehta	6150 E. State Street, Suite 130	6150 E. State Street, Suite 130	Rockford	IL	61108	-
8122	Ambreen Essani	VERNON HILLS	246 HAWTHORNE	Vernon hills	IL	060061	(847) 680-9160
8071	Monika & Vick Mehta	896 Belvidere Road	896 Belvidere Road	Belvidere	IL	61008	-
8171	Ralph W. Eaves, O.D.	HANOVER (EXP)	1422 WASHINGTON STREET	Hanover	MA	2339	(781) 826-8393
8088	Harold F. Curtin III, O.D.	SUDBURY CROSSING SHOPPING PLAZA	435 BOSTON POST RD	Sudbury	MA	1776	(978) 443-7121
8101	Lee D. Caplan, O.D.	LIBERTY RD.	8134 LIBERTY ROAD	Baltimore	MD	21244	(410) 521-2197
8721	Gary C. Tonsager	Yorktown Mall	3333 Hazelton Rd.	Edina	MN	55435	(952) 926-6149
8625	Jeff B. Anderson, O.D.	APPLEY VALLEY	15052 GLEASON PATH, Suite 103	Apple valley	MN	55124	(952) 432-5889
8201	Paul Cardinal, O.D.	RED WING MALL	144 TYLER RD NORTH	Red wing	MN	55066	(651) 388-3838
8078	Gene Krupa	HIGHLAND SHOPPING CENTER	2024 FORD HIGHWAY	Saint paul	MN	55116	(651) 698-2744
8648	David W. Kovar	OMAHA	17255 WEST DAVENPORT ST	Omaha	NE	68118	(402) 289-1655
8552	David W. Kovar	OMAHA	17660 WRIGHT STREET, SUITE 18	Omaha	NE	068130	(402) 991-0160
8174	Rose Dickerhoof, O.D.	MEDINA SHOPPING CTR.	837 N. COURT ST.	Medina	OH	044256	(330) 725-4464
8639	Erica Nguyen	PLYMOUTH MEETING	661 W. Germantown Pike	Plymouth meeting	PA	019462	(610) 941-9780
8262	Marla Claman, O.D.	IMPERIAL PLAZA SHOPPING CENTER	3400 ARAMINGO AVE.	Philadelphia	PA	019134	(215) 425-4340
8690	Boris G. Kinkov	Irving Texas	2913 BELTLINE ROAD	Irving	TX	075062	(972) 258-8555
8282	Ibran Azim	RICHARDSON	1382 EAST BELTLINE ROAD	Richardson	TX	075081	(972) 231-3622
8190	Gary D'Angelo	Crossways Center	1412 GREENBRIER PKWY	Chesapeake	VA	023320	(757) 424-3135

EXHIBIT J

LIST OF RETAIL AND SERVICE AFFILIATES

LIST OF RETAIL AND SERVICE AFFILIATES

RETAIL AFFILIATES

Name of Affiliate	Business Address	Store Brand	Date of First Franchise
EssilorLuxottica Canada Inc. (Note 1)	371 Rue Deslauriers, Montréal, QC H4N 1W244	LensCrafters® Sunglass Hut® Pearle Vision®	2009 (Note 2)
Luxottica Group S.p.A.	Piazzale Cadorna 3, 20123, Milan	Sunglass Hut®	2002 (Note 2)
Oakley, Inc.	One Icon, Foothill Ranch, CA 92610	Oakley®	2009 (Note 2)
Luxottica Retail Australia Pty Ltd.	Level 34, 1 Denison Street, North Sydney, New South Wales, Australia	Laubman & Pank® OPSM®	July 2010
Vision Source L.P.	23824 Highway 59 North, Kingwood, TX 77339	Vision Source	August 1996
GrandVision	3601 SW 160th Ave, Suite 400 Miramar, FL 33027	For Eyes	1972 (Note 2)

Note 1: Effective December 20, 2019, Luxottica of Canada Inc. acquired Antoine Laoun Inc., a corporation incorporated under the Laws of Quebec (a supplier of retail eyewear). Luxottica of Canada Inc. subsequently amalgamated with Essilor Group Canada Inc. to form “EssilorLuxottica Canada Inc.” effective January 1, 2020.

Note 2: Estimated date. Exact date is unknown due to acquisitions.

SERVICE AFFILIATES

Name of Affiliate	Business Address	Service Provided
EyeMed Vision Care IPA, LLC	4000 Luxottica Place, Mason, OH 45040	Offers EyeMed managed vision care plans in New York
EyeMed Vision Care, LLC	4000 Luxottica Place, Mason, OH 45040	Offers EyeMed managed vision care plans

Name of Affiliate	Business Address	Service Provided
Oakley, Inc.	One Icon, Foothill Ranch, CA 92610	Wholesale manufacturer and seller of premium eyewear, apparel, footwear, watches and accessories under the Oakley brand and other brands.
EyeMed Vision Care HMO of Texas Inc.	2465 Joe Field Road, Dallas, TX 75229	Contracts with insurers in the state of Texas.
Optical Procurement Services LLC	4000 Luxottica Place, Mason, OH 45040	Procures lenses under the new business model
First American Administrators, Inc.	4000 Luxottica Place, Mason, OH 45040	Claims processor for EyeMed
Essilor of America, Inc.	13555 N. Stemmons Freeway, Dallas, TX 75234	Vendor of eyeglass lenses, lens coatings and related lab services to franchisees under the cooperative buying program and to other eye care professionals throughout the United States and other countries around the world.
Medical Eye Services, Inc.	345 Baker Street, Costa Mesa, CA 92626	Third Party Administrator and a Knox-Keene licensed specialized health care service plan in California.
ECN II, Inc.	345 Baker Street, Costa Mesa, CA 92626	Third Party Administrator
Walman Optical Company (Note 3)	801 N. 12 th Ave, Minneapolis, MN 55411	Lab services

Note 3: On March 1, 2022, EssilorLuxottica acquired U.S. based lab network Walman Optical Company (“Walman”).

EXHIBIT K
CURRENT INCENTIVE PROGRAMS

CURRENT INCENTIVE PROGRAMS

Veterans

Currently, we may offer qualified veterans various incentives on fees due to us. For example, we may reduce the Initial Franchise Fee by 20% or offer reduced royalty fees for a limited period of time after opening.

System Growth Incentives Valid Through December 31, 2022

1. Grand Opening Advertising Expense

Pearle Vision to contribute two times (2x) the amount remitted to Pearle Vision to support grand opening expenses for a traditional new start.

Pearle Vision to match the amount remitted to Pearle Vision to support grand opening of an Independent OD Conversion location.

2. Independent OD Conversions

Initial Franchise Fee:

- Existing Franchisees: Waiver of the \$20,000 initial franchise fee
- New Franchisees: Reduction of the initial franchise fee to \$10,000

System-Wide Fund Contribution will be calculated as follows:

- *Incremental Gross Revenues* - The System-Wide Fund contribution of 6% for national marketing will be only applied to Incremental Gross Revenues.
- *“Baseline Sales”* - The System-Wide Fund contribution shall be calculated on Franchisee’s (or its predecessor’s) gross revenues (calculated in the same manner as Gross Revenues under this Agreement) at the Location during the same month in the year immediately preceding the Effective Date (“Baseline Sales”) as follows:
 - 0% in years 1-3
 - 2% in year 4
 - 4% in year 5
 - 6% in year 6-10

The Local Co-op Fund contribution is unaffected by this incentive and applies to all Gross Revenues.

3. New Start Referral Program

Payable for each referral that results in a fully executed franchise agreement by a Franchisee new to the system

\$5,000 available for each referral provided by an existing Franchisee

Notes:

1. The following individuals or entities do not qualify as candidates new to the system: (i) Entities affiliated with existing LOs; (ii) Candidates currently in the Pearle Development & Licensing lead database system.
2. Neither (i) owners of affiliated brands nor (ii) ODs employed by or subleasing from franchisees of affiliated brands are eligible for a referral fee.
3. Referral program is void where prohibited by law (e.g. in some states, referral fees may not be paid to Franchisees who are ODs).

EXHIBIT L

STATE EFFECTIVE DATES PAGE

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	March 24, 2023
Florida	March 24, 2023
Hawaii	
Illinois	March 24, 2023
Indiana	
Kentucky	March 24, 2023
Maryland	
Michigan	March 24, 2023
Minnesota	
New York	March 24, 2023
Nebraska	March 24, 2023
North Dakota	March __, 2023
Rhode Island	
South Dakota	March __, 2023
Texas	March 24, 2023
Utah	March __, 2023
Virginia	March 24, 2023
Washington	
Wisconsin	March 27, 2023
All States not listed above	March 24, 2023

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

EXHIBIT ZZ

DUPLICATE ACKNOWLEDGEMENTS OF RECEIPT

EXHIBIT ZZ—ACKNOWLEDGMENT OF RECEIPT

(RETURN THIS COPY TO LUXOTTICA OF AMERICA INC.)

This disclosure document summarizes certain provisions of the License Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Luxottica of America Inc. offers you a Franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Luxottica of America Inc. or its affiliates in connection with the proposed Franchise sale.

Several states, including New York, require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the Franchise or other agreement or the payment of any consideration that relates to the Franchise relationship.

Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this disclosure document at least 10 business days before execution of any binding Franchise or other agreement or the payment of any consideration, whichever occurs first.

If Luxottica of America Inc. 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 I.

The franchisor is Luxottica of America Inc., located at 4000 Luxottica Place, Mason, Ohio 45040. Its telephone number is (513) 765-6000.

Issuance date: March 24, 2023.

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

- _____
- _____

Luxottica of America Inc. authorizes the respective state agencies identified on Exhibit G to receive service of process for it in the particular state.

I have received a disclosure document dated March 24, 2023 (or as listed on the cover page), that included the following Exhibits:

Exhibit	Document
A	Financial Statements of First American Administrators, Inc.
B	State Addenda to Disclosure Document
C-1	License Agreement and Addenda
C-2	Development Agreement and Addenda
D-1	Guaranty and Assumption of Licensed Owner's Obligations
D-2	Confidentiality/Covenant Not to Compete Agreement
E	Table of Contents of the Operating Manual
F	List of State Administrators
G	List of Franchisor's Agents for Service of Process
H	List of Current Licensed Owners
I	List of Licensed Owners Who Left the System in Last Fiscal Year
J	List of Retail and Service Affiliates
K	Current Incentive Programs
L	State Effective Dates Page
ZZ	Acknowledgment of Receipt by Prospective Franchisee

Date: _____

Prospective Licensed Owner:

By: _____

Name: _____

Individually and on behalf of the following entity:

Company Name: _____

Title: _____

Receipt
Page 2

EXHIBIT ZZ—ACKNOWLEDGMENT OF RECEIPT
(KEEP THIS COPY FOR YOUR RECORDS)

This disclosure document summarizes certain provisions of the License Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Luxottica of America Inc. offers you a Franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Luxottica of America Inc. or its affiliates in connection with the proposed Franchise sale.

Several states, including New York, require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the Franchise or other agreement or the payment of any consideration that relates to the Franchise relationship.

Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that we give you this disclosure document at least 10 business days before execution of any binding Franchise or other agreement or the payment of any consideration, whichever occurs first.

If Luxottica of America Inc. 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 I.

The franchisor is Luxottica of America Inc., located at 4000 Luxottica Place, Mason, Ohio 45040. Its telephone number is (513) 765-6000.

Issuance date: March 24, 2023.

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

- _____
- _____

Luxottica of America Inc. authorizes the respective state agencies identified on Exhibit J to receive service of process for it in the particular state.

I have received a disclosure document dated March 24, 2023 (or as listed on the cover page), that included the following Exhibits:

Receipt
Page 1

Exhibit	Document
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J	List of Retail and Service Affiliates
K	Current Incentive Programs
L	State Effective Dates Page
ZZ	Acknowledgment of Receipt by Prospective Franchisee

Date: _____

Prospective Licensed Owner:

By: _____

Name: _____

Individually and on behalf of the following entity:

Company Name: _____

Title: _____

Receipt
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