### FRANCHISE DISCLOSURE DOCUMENT



#### VISION SOURCE, LLC

a Texas Limited Liability Company 23824 Highway 59 North Kingwood, Texas 77339 (281) 312-1111

Email: contactus@visionsource.com URL: www.visionsource.com

Vision Source franchisees operate an optometric or ophthalmologic office, in a specific territory. Franchisees 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 total investment necessary to begin operation of a Vision Source franchise is \$85,000.00 to \$333,300.00 if you open a new office and \$500.00 to \$35,200.00 if you convert an existing office. None of this amount is paid to the franchisor. If you elect, in your sole discretion, to purchase products from an affiliate of franchisor, the purchase price for those products will be paid to the affiliate of franchisor.

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.** 

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

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

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

**Issuance Date: March 7, 2022** 

#### STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit A for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

- 1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION IN HARRIS OR MONTGOMERY COUNTY, TEXAS OR BY MEDIATION OR ARBITRATION IN HARRIS COUNTY, TEXAS. OUT OF STATE LITIGATION, MEDIATION, OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO SUE OR TO ARBITRATE WITH US IN TEXAS THAN IN YOUR HOME STATE.
- 2 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

See the following page for state effective dates.

### **State Effective Dates**

The following states 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 Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
California	See separate California-specific FDD
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

In all other states, the effective date of this Franchise Disclosure Document is the issuance date of March 7, 2022.

### **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 and Exhibit H.		
How much will I need to invest?	As disclosed in Item 5, Vision Source does not charge new franchisees any Initial Fees. Item 6 lists other fees you will pay to Vision Source or at Vision Source's direction. Item 7 provides a list of the estimated initial investment to open a Vision Source office. Item 8 explains that while Vision Source negotiates purchasing arrangements with vendors of optometric frames, lenses and other products and services to obtain price reductions for Vision Source franchisees, we do not have specifications that franchisees must follow or designated suppliers or approved suppliers that franchisees must use for goods, services or real estate.		
Does the franchisor have the financial ability to provide support to my business?	Item 21 and Exhibit C include financial statements. Review these statements carefully. Item 6, Footnote 1, and Item10 also explain additional financial support that may be available to Vision Source Members.		
Is the franchise system stable, growing or shrinking?	Item 20 summarizes the recent history of Vision Source's outlets and franchisee information, including the number of transfers of outlets from franchisees to new owner, the status of franchised outlets, Vision Source's projections for new franchised outlets and a table confirming that Vision Source does not currently own any outlets.		
Will my business be the only Vision Source business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether Vision Source and other franchisees can compete with you.		
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether Vision Source or its management have been involved in material litigation or bankruptcy proceedings.		
What's it like to be a Vision Source franchisee?	Item 20 and Exhibit H list all Vision Source franchisees in the U.S.A. as of December 31, 2021 and the addresses and telephone numbers of their Eye Care Centers.		
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.		

### FRANCHISE DISCLOSURE DOCUMENT

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(EXHIBITS LISTED ON NEXT PAGE)

### FRANCHISE DISCLOSURE DOCUMENT

### **EXHIBITS**

EXHIBIT A	LIST OF STATE FRANCHISE LAW ADMINISTRATORS
Ехнівіт В	LIST OF AGENTS FOR SERVICE OF PROCESS
Ехнівіт С	VISION SOURCE MARKETING, INC.'S AUDITED FINANCIAL STATEMENTS AS OF DECEMBER 31, 2021, 2020 AND 2019
EXHIBIT D	VISION SOURCE MARKETING, INC.'S GUARANTY OF PERFORMANCE
EXHIBIT E-1	FRANCHISE AGREEMENT
EXHIBIT E-2	ROYALTY REDUCTION ADDENDUM
EXHIBIT F	GUARANTY OF FRANCHISE AGREEMENT
Ехнівіт G	NONDISCLOSURE AGREEMENT TO PROTECT RELEASE OF CONFIDENTIAL INFORMATION
Ехнівіт Н	VISION SOURCE FRANCHISEES AS OF DECEMBER 31, 2021
EXHIBIT I	FRANCHISES THAT LEFT THE NETWORK DURING 2021
Ехнівіт Ј	ADDITIONAL STATE-REQUIRED DISCLOSURES (NOT INCLUDING CALIFORNIA)
Ехнівіт К	FORM OF FINANCING AGREEMENT FOR OFFICE TRANSFERS AND EXPANSIONS
RECEIPT (Your copy	7)
RECEIPT (Our copy)	

#### ITEM 1

### THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

This Franchise Disclosure Document describes Vision Source franchises. In this disclosure document, the terms specified below have the following meanings:

- (a) "We," "Us," "Our" and "Vision Source" mean Vision Source, LLC, the franchisor.
- (b) "You" or "you" means the person or entity who acquires the franchise. Unless stated otherwise, if you are a corporation, partnership or other entity, the term "You" and "you" does not include the individual owners of the corporation, partnership or other entity, who are referred to as the "Owners" or "owners."
- (c) "Eye Care Center" means a franchised VISION SOURCE optometrist and retail optical eye care center established and operated under the franchise agreement.
- (d) "Network" means, collectively, the network of independently owned and operated optometrist and retail optical offices who are members of the VISION SOURCE® Network and those who are members of the Associate Member Network.
- (e) "VISION SOURCE® Network" means the network of Eye Care Centers.
- (f) "Associate Member Network" means the network of optometrist and retail optical eye care centers established and operated under an Associate Membership agreement.

### **Vision Source**

We are a Texas limited liability company formed on April 28, 2003. Our principal place of business is at 23824 Highway 59 North, Kingwood, Texas 77339. We have been operating under the "Vision Source" name since our inception, although prior to 2005 we conducted business under the "Vision Team" name within the State of Ohio only. We do not conduct business under any names other than "Vision Source."

We have no predecessor within the last ten years. The Vision Source, Inc., a Texas corporation, began offering Vision Source franchises in August 1996. We have been the franchisor since a corporate reorganization in May 2003. We have never offered franchises in any other line of business, and we have never owned or operated an optometrist or retail optical eye care center. However, three members of the Vision Source management team wholly or partially own and operate independent Eye Care Centers, as follows:

Amir Khoshnevis, O.D. Amir Khoshnevis, O.D.

Carolina Family Eye Care, O.D., PLLC Carolina Family Eye Care of Ballantyne, O.D., PLLC

2424 W Mallard Creek Church Rd, Suite D 12105 Copper Way, Suite 100

Charlotte, NC 28262 Charlotte, NC 28277

John A. McCall, Jr., O.D. Vision Source – Crockett 711 E. Goliad Crockett, Texas 75835

### **Vision Source's Parents and Affiliates**

Vision Source, LLC is wholly owned by EDA Corporation ("EDA", formerly known as VSH Corporation prior to a name change on December 31, 2021)a Delaware corporation, whose business address is the same as ours. Prior to December 31, 2021, Vision Source, LLC was a Texas limited partnership named Vision Source L.P., and its general partner was Vision Source Management L.L.C., a Texas limited liability company, both of which were wholly owned by VSH Corporation. In connection with a company-wide EssilorLuxottica effort at the end of 2021 to streamline and reorganize a complex corporate structure, the following transactions and changes were completed:

- 1) Vision Source Management L.L.C. was merged into the parent company VSH Corporation,
- 2) Vision Source L.P. was then converted to Vision Source, LLC (with no change in FEIN), and
- 3) VSH Corporation was renamed EDA Corporation (also with no change in FEIN).

EDA is owned by EOA Holding Co, Inc. ("EOA"), a Delaware corporation. EOA is wholly owned by EssilorLuxottica USA Inc., a Delaware corporation, with a principal business address of 12 Harbor Park Drive, Port Washington, New York 11050.

On October 1, 2018, Essilor International completed a previously announced merger with Luxottica Group, the owner of the Oakley, LensCrafters, Pearle Vision, Sunglass Hut, and Apex by Sunglass Hut brands, as well as the online retailer Glasses.com and the EyeMed managed vision care network. Upon completion of the merger, Essilor International became a holding company with the new name "EssilorLuxottica". Essilor International had already transferred its operating activities to a wholly-owned subsidiary in November 1, 2017. This subsidiary is taking over the "Essilor International" name. EssilorLuxottica is our ultimate parent company. EssilorLuxottica and new Essilor International have their principal place of business at 147, rue de Paris 94220 Charenton-le-Pont, France.

As a result of the merger, Vision Source became an affiliate of Luxottica of America Inc., f/k/a Luxottica Retail North America, Inc. ("LOA"), an Ohio corporation. LOA's principal business address is 4000 Luxottica Place, Mason, Ohio 45040. LOA has offered franchises for Pearle Vision® retail optical stores since May 1998. As of December 31, 2021, there were 423 franchised Pearle Vision® stores in the USA. LOA is also 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 like EOA, Oakley is wholly owned by EssilorLuxottica USA Inc.

In mid-2019, EssilorLuxottica announced that it had reached an agreement with Hal Optical Investments B.V., a wholly owned subsidiary of HAL Holding NV, to acquire HAL's controlling interest in GrandVision. GrandVision is a global leader in optical retail, with more than 7,000 location in 40 different countries across Europe, North and Latin America and Asia, with more than 100 stores operating under the ForEyes name in the United States. After securing all of the necessary approvals from regulatory authorities, EssilorLuxottica acquired 76.72% of the ownership interests in GrandVision on July 1, 2021, and now owns more than 99% of the ownership interests in GrandVision.

At the end of the third quarter in 2021, EssilorLuxottica announced that it had reached an agreement to acquire U.S. based lab network, Walman. Walman has been a leading partner to vision care practices across the United States for more than 100 years, and the acquisition is intended to leverage EssilorLuxottica's focus on product and service innovation to create growth opportunities for Walman. Following regulatory approvals and other customary closing conditions, the Walman transaction closed on March 1, 2022.

Neither EOA, LOA, Oakley, EssilorLuxottica USA Inc., nor any other affiliates offer VISION SOURCE franchises.

We also have affiliates that offer products or services to Vision Source franchisees, as follows:

Affiliate Name and Business Address	Products or Services sold to Vision Source Franchisees
Vision Source Marketing, Inc. 23824 Highway 59 North Kingwood, Texas 77339	Cooperative practice development (please see Item 11 for details)
Img. Total 17337	

Affiliate Name and Business Address	Products or Services sold to Vision Source Franchisees
Essilor of America, Inc. (and its subsidiaries) 13555 N Stemmons Freeway Dallas, Texas 75234	Eyewear products and services
Lux US Holdings (and its subsidiaries) 12 Harbor Park Drive Port Washington, NY 11050	Eyewear products and services and managed vision care

#### **Vision Source's Agents for Service of Process**

Vision Source's agent, if any, for service of process in your state is disclosed on the attached Exhibit B to this disclosure document.

#### **The Vision Source Franchise**

We have a distinctive system for (i) facilitating the exchange of information on best practices among independent optometrists and optometric industry experts regarding the management, operation, and promotion of an optometric office; (ii) arranging for price reductions (including discounts and rebates) from vendors supplying optometric frames, lenses, and other products and related services based on the nationwide buying power of our Network; (iii) advertising, promotional and marketing programs, including the promotion and sale of prescription and non-prescription eyewear and related products and services; and offering programs relating to (i), (ii) and (iii) above. We refer to our distinctive methods, proprietary know-how, and trade secrets related to the Eye Care Centers collectively as the "System."

If you qualify, we may offer you the opportunity to establish and operate an Eye Care Center and to utilize the System and certain trademarks, service marks, logos and commercial symbols ("Names and Marks") owned by Vision Source, as further described in Item 13, under the terms of our standard franchise agreement. Our current form of franchise agreement is in Exhibit E to this disclosure document.

As our franchisee, you must operate your Eye Care Center in a manner that will inform the public that your Eye Care Center is a member of the VISION SOURCE® Network or, if you are not permitted by applicable State laws and regulations to operate under the Vision Source name, as a "Member of the VISION SOURCE® Network." As our franchisee, you would have the right to select from the benefits and programs available to the Eye Care Centers in the VISION SOURCE® Network but we do not guarantee you will be able to participate in all aspects of the System. Your participation in certain aspects of the System could be restricted if your Eye Care Center is not operating in a manner that informs the public it is a member of the VISION SOURCE® Network, as allowable by applicable State laws and regulations.

#### **Associate Memberships**

In 2015, we implemented an associate membership program ("Associate Membership") whereby an independently owned and operated optometrist and retail optical office can be established and operated under an Associate Membership agreement as an associate member ("Associate Member") of the Network and can utilize the System but with some important limitations. The Associate Membership agreement includes a provision that prohibits the Associate Member from use of the Names and Marks in any manner, including but not limited to any inclusion of or reference to the Associate Member's office on any website or marketing materials that include any of the Names and Marks. In addition, in all dealings with third parties (including, without limitation, employees, suppliers, patients, customers, and government authorities), the Associate Member will identify the Associate Member's office only with the Associate Member's own business name. The Associate Membership Agreement has an eighteen-month term. Although we refer to the Associate

Membership program at various places in this disclosure document, this disclosure document is intended only for those who would become Vision Source franchisees.

### **Market and Competition**

The market for optometric goods and services is highly competitive and continually evolving in reaction to the changes in health care delivery systems and related state and federal regulations. Your competitors will include other franchised Vision Source offices, Associate Member offices, independent eye care professionals, national and regional optical chains (including Pearle Vision and several non-franchised brands operated by our affiliates: LensCrafters®, Sunglass Hut®, Apex® by Sunglass Hut, SEARS OPTICALSM, and TARGET OPTICAL®), and national retail and wholesale chains that provide optometric products and services. In some locations, these stores may be located in close proximity to Vision Source offices and offer goods and services that are similar or identical to those offered at Vision Source centers. Your competitors will also include online and sometimes mail order suppliers of similar products (including those operated by our affiliates). You will likely face increased competition from health maintenance organizations, ophthalmologists and opticians.

### **Industry-Specific Laws or Regulations**

The practice of optometry and ophthalmology is highly regulated in all states. If you are an individual, you must be a licensed optometrist or ophthalmologist and the Eye Care Center must be under your direct supervision. If you are a corporate entity or a partnership, you must be wholly owned by one or more licensed optometrist(s) or ophthalmologist(s) and you must designate one individual licensed optometrist or ophthalmologist to retain overall managerial control of the Eye Care Center.

You must comply with all Federal, State and local laws governing the operation of an Eye Care Center and obtain all permits and licenses necessary to operate the Eye Care Center. You should consult with independent legal counsel to determine the laws, rules and regulations to which you will be subjected to if you enter into this franchise.

### ITEM 2 BUSINESS EXPERIENCE

### Senior Vice President and General Manager: Jeff Duncan

Jeff Duncan joined Vision Source as Executive Vice President and Chief Operating Officer in September 2017 and was promoted to General Manager in October 2019. In 2021, Mr. Duncan was again promoted to Senior Vice President and General Manager, Vision Source & Doctor Alliances, which expands his responsibility to other specialized, membership based groups for licensed optometrists within EssilorLuxottica, including the PERC brand within EDA and Opti-Port, LLC. Since June 1998, Jeff has served in a wide variety of leadership roles with Essilor of America, Inc. across many business lines and disciplines. His tenure with Essilor includes serving as the President of Nassau Lens Co., Inc. in Northvale, New Jersey from October 2014 to September 2017, and Vice President and General Manager of OOGP INC. in Grants Pass, Oregon, from March 2012 to September 2014.

### **Chief Medical Officer:** Amir Khoshnevis, O.D.

Amir Khoshnevis, O.D., has been our Executive Vice President and Chief Clinical Officer since January 2019, and was promoted to CMO in October 2019. Prior to that, Dr. Khoshnevis was a Senior Advisor to Vision Source from January 2017 to December 2018 and served as a member of our Administrator Advisory Board from August 2014 until December 2018. Since March 2003, Dr. Khoshnevis, a licensed optometrist, has owned and operated two VISION SOURCE® practices in Charlotte, North Carolina.

### Chief Operating and Financial Officer: Donna J. Mikulecky

Donna J. Mikulecky joined us as Vice President – Professional Development in August 2014 and has served as

Senior Vice President – Professional Development since November 2017. In October 2019, Ms. Mikulecky was promoted to CFO. In 2021, Ms. Mikulecky was again promoted to Chief Operating Officer for Vision Source, and the Chief Financial Officer and Vendor Relations Officer for the Doctor Alliances, with responsibilities expanded to include all aspects of Vision Source's business operations and membership development. Prior to joining Vision Source, Ms. Mikulecky worked as a healthcare consultant.

### Chief Administrative Officer & General Counsel: Amanda Green

Amanda Green joined us as Vice President and General Counsel in May 2019 and was promoted to Chief Administrative Officer and General Counsel in October 2019. Prior to joining us, Ms. Green served as Sr. Vice President, Human Resources, Risk Manager & Counsel to Ranger Energy Services, Inc., and in similarly responsible legal and human resources leadership roles at Parker Drilling and Global Geophysical Services.

### Senior Vice President - Vendor Relations: John A. McCall, Jr., O.D.

John A. McCall, Jr., O.D., has been our Senior Vice President of Vendor Relations since June 2001. He served as a member of our Board of Directors from June 2010 until April 2011. Since June 2006, Dr. McCall, a licensed optometrist, has owned and operated a VISION SOURCE® Office in Crockett, Texas.

### Vice President of Vendor Relations: Luca Zuliani

Luca Zuliani joined Vision Source as Vice President of Vendor Relations in January 2020. Prior to joining us, Mr. Zuliani served as Vice President, Frame Programs & Merchandising for Essilor of America from 2016 through 2019, after gaining extensive experience in our industry with the Safilo Group, both within Safilo's Italian headquarters and its North American organization for the US and Canada.

### **Vice President and Technology Officer: Barry Turney**

Barry Turney joined us in May 2013 as Manager of Application Development. In June 2015, Mr. Turney was promoted to Director of IT and, in May 2017, he was promoted to Vice President and Technology Officer.

### Vice President of Member Development: Ricky L. Burnside, Jr.

Ricky L. Burnside, Jr. joined Vision Source in April 2002 and has served in various capacities at the Vision Source offices in Kingwood, Texas. In October, 2019, Mr. Burnside was promoted to Vice President of Member Development.

### Director: Glenn D. Ellisor, O.D.

Glenn D. Ellisor, O.D., is the founder of the Vision Source concept. He has been a member of the EDA Board of Directors since April 2011. He served as our President from our inception until February 2013 and as President of EDA from April 2011 until February 2013. He also served as our Chief Executive Officer from January 2005 until August 2013 and as Chief Executive Officer of EDA from February 2013 until August 2013. Dr. Ellisor previously served as a Director of EDA from April 2011 until February 2013 and as Chairman of the Board of EDA from February 2013 until September 2015. Since September 2015 Dr. Ellisor has also served as the Clinical Director of EDA. Dr. Ellisor, a licensed optometrist, also owns and operates two VISION SOURCE® Offices in Kingwood, Texas.

### **Director: Rick Gadd**

Rick Gadd has served as President of Essilor of America, Inc. since September 2018 and has been a member of the EDA Board of Directors since that time. Mr. Gadd was the President of Essilor Lab Group from December 2016 to September 2018 and served as Senior Vice President, Key Accounts from March 2011 to November 2016.

### **Director: Millicent Knight, OD, FAAO, FAARM**

Millicent Knight, OD has been a member of the EDA Board of Directors since September 2018. Dr. Knight joined Essilor of America, Inc. in Dallas, Texas in August 2018 as Senior Vice President, Customer Development Group. Prior to her career at Essilor, Dr. Knight was Vice President of Professional Affairs for Johnson & Johnson Vision Care, Inc. from April 2014 to July 2018.

# ITEM 3 LITIGATION

### Litigation Against Franchisees in the Last Fiscal Year

During the fiscal year 2021, Vision Source initiated one legal proceeding against a franchisee, involving a collection matter.

*Vision Source v. Brian P. Maillard, O.D.*; Cause No. 2021-31849 in the 190<sup>th</sup> District Court of Harris County, Texas. Vision Source filed its petition on May 27, 2021, to recover delinquent royalties and liquidated damages. The parties agreed to settle the matter in November of 2021.

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

### ITEM 4 BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

### ITEM 5 INITIAL FEES

We charge no initial fees to new franchisees. You are not required to pay any initial fees or any other initial payments to Vision Source. We reserve the right to charge initial fees in the future to new franchisees.

### ITEM 6 OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	Up to 2.50% of Gross Receipts, subject to Royalty Cap and special programs as described in Footnote 1	month	See Footnote No. 1 and 2
Fees for Meals of Additiona Attendees at Annual Meeting	Charge to cover meals for any employees or family members you bring to the annual meeting	meeting	We pay for your meals at the annual meeting, if you choose to attend
Review of Financial Records		Upon billing	Payable only if review shows an understatement of Gross Receipts by the lesser of \$30,000.00 or 5% of the actual total Gross Receipts or if you did not timely provide us with your financial records
Insurance	Cost of Premiums	Upon billing	Payable to us only if you fail to provide the insurance coverages specified in the Franchise Agreement

Fees on Late Payments	\$25.00 for a payment that is received more than 5 days after the date payment was Due		Our acceptance of late fees does not constitute waiver of the right to timely payment
Interest on Late Payments	1% per month or the highest rate allowed by applicable law, whichever is less	Upon billing	Interest is charged on accounts that are more than 90 days delinquent and interest is charged retroactive to the date payment was due. Our acceptance of interest does not constitute waiver of the right to timely payment
Fees on Dishonored Payments	\$35.00 for a payment that is returned or not honored by your bank	Upon billing	Our acceptance of fee does not constitute waiver of the right to timely payment
Liquidated Damages	See Footnote 3	Within 30 days after date of termination	Subject to state law (see Exhibit J), payable if we terminate based on your default, based on your request for an early termination of the franchise agreement, or your wrongful repudiation of the franchise agreement
Indemnification	Actual losses or expenses incurred by Vision Source	On demand	You must reimburse us and our officers, directors, shareholders, employees, agents, heirs, successors, assigns, and representatives for all costs we incur as a result of any claims arising directly or indirectly from the operation of your Eye Care Center, alleged professional errors or omissions, allegedly defective products, etc.

**Footnote No. 1**. The term "Gross Receipts" means all amounts received by your Eye Care Center minus "Allowable Sales Deductions" consisting of sales taxes and other similar taxes collected from patients or customers on the basis of sales transactions, reimbursements to or from insurance carriers and governmental agencies for overpayments, cash refunds to patients or customers, money lost on returned checks and credit card service charges.

Under the standard franchise agreement, we can charge a Royalty of 2.50% of Gross Receipts. In New York, the maximum Royalty rate is 1.65% of Gross Receipts. Provided that you timely report your Gross Receipts and pay the Royalty fee due each month, the maximum Royalty due, during each successive 12 month period beginning on the Start Date, may be limited to \$48,000.00 (the "Royalty Cap"). If you are delinquent in reporting your Gross Receipts or paying the Royalty fee due, then the Royalty Cap will not apply for that 12 month period. If you have more than one Eye Care Center, the Royalty Cap will apply to each separate Eye Care Center, not the combined total, and each Eye Care Center must separately report its Gross Receipts for calculation and payment of the Royalty fee due each month. If you own and operate more than one Eye Care Center, the Royalty Cap for each additional Eye Care Center that you own and operate may be limited to \$12,000.00. To qualify for the Royalty Cap, you must provide written notice asserting your qualification for the Royalty Cap, provided any such qualification may not be for a date that is more than 12 months before the date of your written notice.

We allow for a reduced Royalty percentage for franchisees that qualify for certain special programs:

- 1. Surfacing Lab Program – This program is for franchisees who own a bona fide surfacing laboratory that is in regular operation. A "surfacing laboratory" is defined as a laboratory that is owned by the franchisee, is located within the franchisee's business premises, and has at least a functioning generator; a cylinder machine; lens grinding laps, pads and polishing solution; alloy blocking or similar blocking for semi-finished lenses; tinting and UV system; and an edger. The "bona fide, regular operation" of a surfacing laboratory means a surfacing laboratory that is operated on a regular and consistent basis by the Franchisee, is an integral part of the Franchisee's overall business operations and maintains an adequate inventory of single vision, clear and photochromatic stock lenses; and semi-finished bifocal and progressive, clear and photochromatic stock lenses. A qualified new franchisee will receive a 1.25% reduction in their Royalty fee for as long as they meet the qualifications of the Surfacing Lab Program. A qualified new franchisee with 5 or more Eye Care Centers will receive a 1.50% reduction in their Royalty fee for as long as they meet the qualifications of the Surfacing Lab Program. The Royalty fee for an existing franchisee who installs a qualified surfacing laboratory will be the lesser of (a) the Royalty fee stated in the existing franchisee's Franchise Agreement, or (b) the applicable reduction, as stated in this paragraph, from the Royalty fee as described above for the standard program.
- Multiple Office Program This program is for franchisees and the franchisee's owners who 2. have a proportionate ownership interest in more than two Eye Care Centers. A "proportionate ownership interest" means either (a) the franchisee has a direct ownership of more than two Eye Care Centers; or (b) one or more of the franchisee's owners have an ownership interest in more than two Eye Care Centers and, for each Eye Care Center, the respective ownership interest of each owner is not less than a proportionate interest in relation to any other owners of the Eye Care Centers. A qualified new franchisee who has three or four Eye Care Centers will receive a 0.50% reduction in their Royalty fee as long as they continue to meet the qualifications of the Multiple Office Program. A qualified new franchisee who has five or more Eye Care Centers will receive a 1% reduction in their Royalty fee as long as they continue to meet the qualifications of the Multiple Office Program. The Royalty fee for an existing franchisee who starts or acquires additional Eye Care Centers will be the lesser of (a) the Royalty fee stated in the existing franchisee's Franchise Agreement, or (b) the applicable reduction, as stated in this paragraph, from the Royalty fee as described above for the standard program. The Multiple Office Program does not apply in the state of New York.
- 3. <u>Vision Source NEXT Programs.</u> We may offer incentives for new or existing franchisees who either purchase or invest in existing Vision Source Offices. As of the date of this disclosure document, we are offering either (1) direct financial support to secure third-party financing in the form of cash down-payment assistance or (2) monthly, whole dollar credits against Royalty owed that is equal to the amount of interest paid by the Franchisee/Owner(s) when financing has been secured to purchase or invest in an existing Vision Source Office. In both cases, franchisees will be required to commit to a Franchise Term of One Hundred Twenty (120) Months, rather than the typical Sixty (60) Months. Those receiving direct financial support may be asked to pay an increased Royalty fee until the down payment assistance has been recouped by Vision Source. Those receiving the monthly, whole dollar credits against the Royalty owed will receive a credit against their Royalty every month that is calculated to offset all or a portion of the interest paid on the third party loan that was secured to purchase or expand the existing Vision Source Office.

We reserve the right to change or discontinue this incentive program at any time. Vision Source NEXT Program participants must be approved by the Chief Operating and Financial Officer.

4. Other Royalty Programs. We may implement or test other incentive programs or short-term promotions under which we reduce or suspend the Royalty for new or renewing franchisees. We will inform you of any such programs that we have in effect at the time you are considering a Vision Source franchise.

You should ask us if you qualify for a reduced Royalty percentage or credit under any of the above programs. However, we make no representation that the above programs or any other program to reduce the standard Royalty will continue to be made available or will apply to you. We can discontinue a program without notice at any time in our sole and absolute discretion, but it will not affect those who have already joined Vision Source under that program.

If applicable laws do not permit amounts received for optometric or ophthalmologic services to be included in the calculation of Gross Receipts for the purpose of paying the Royalty, then the term "Gross Receipts" will not include receipts from such services; and the Gross Receipts as calculated will instead be multiplied by two (2) to calculate the Royalty.

If, in the future, a legal determination is made by a government authority or by us upon advice of counsel, that the current method of calculating the Royalty does not conform to current law, then we will negotiate with you in good faith an alternative fee arrangement that would conform to the law and provide equivalent economic value to Vision Source. If you and we do not agree within 90 days, we can terminate the Franchise Agreement immediately upon written notice to you. All post-termination obligations of the parties will remain in effect.

**Footnote No. 2**. If you qualify for the termination of the Franchise Agreement during the 19<sup>th</sup> month of the initial term (see Franchise Agreement, Section 10.01(ii)), you may be qualified for a refund of a portion of the Royalty fees paid during the first 18 months of the initial term. To qualify, you must satisfy each of the following requirements:

- 1. We have received your properly completed Notice of Election to Opt Out of Franchise Agreement (see Exhibit D in Franchise Agreement) at least 90 days before the requested opt out date.
- 2. You have not been and are not at that time in default, whether cured or not, of the Franchise Agreement or any other agreement between us or our subsidiaries and affiliates and you have timely paid all Royalty fees with the applicable monthly sales report in the manner we designate.
- 3. You have reasonably evaluated the product and service offerings from our vendors in the Cooperative Buying Program and, when you have determined they are clinically equivalent, you have reasonably attempted, as determined in our reasonable discretion, to incorporate those product and service offerings into your Office.
- 4. You must have attended at least one Vision Source Exchange conference in its entirety.
- 5. You must have attended at least 50% of local, regional and/or state franchisee meetings that include your Office Territory.

If you qualify, the portion of the Royalty fees to be refunded to you will be 50% of the total Royalty fees paid to us during the initial 18 months, minus the total vendor funds received by us and paid to you, in the form of rebates, for the initial 18 months under the Cooperative Buying Program (Your Refund = (Royalty Fees Paid – Cooperative Buying Program Rebates Received). The qualified Royalty refund will be paid by us to you in a timely manner following our receipt of all information necessary for the proper computation of the Royalty refund. (See Exhibit E-2 to this disclosure document)

**Footnote No. 3**. If we terminate the Franchise Agreement based on your default, your request for an agreed early termination or wrongful repudiation of the Franchise Agreement, you must pay us liquidated damages in an amount equal to the accrued Royalties during the immediately preceding 24 full calendar months or the number of months remaining in the term of the Franchise Agreement at the date of termination, whichever is less. If you have been operating the Eye Care Center for less than 24 months, then the amount will be the average monthly Royalty since the Start Date multiplied by 24. Notwithstanding the above formula, liquidated damages will not be less than \$1,000 per month. You must also pay any taxes assessed on the payment of liquidated damages. If you have requested an early termination, and you previously provided the Notice of Intent to Transfer to Vision Source, then Vision Source will waive its right to Liquidated Damages in addition to waiving its Right of First Refusal.

All of the fees in this Item are uniformly imposed on new franchisees and Associate Members, except to the extent that the Royalty reduction programs produce variation among franchisees. All of these fees are payable to Vision Source and are non-refundable except as stated in Footnote No. 2.

Upon your election to do so, we may apply rebates we would otherwise distribute to you under the Cooperative Buying Program (see Item 8) toward current Royalties and other fees you owe to Vision Source. We may apply your payments to any past due debt you owe us regardless of how you say the payment should be applied. We may deduct past-due amounts owed to Vision Source and our affiliates from any rebates we would otherwise distribute to you under the Cooperative Buying Program. If you do not pay all amounts when due, we may suspend all or part of our services and support, including your participation in the Cooperative Buying Program or other programs we offer in the System, until you cure the delinquency.

### ITEM 7 ESTIMATED INITIAL INVESTMENT

### YOUR ESTIMATED INITIAL INVESTMENT - NEW OFFICE

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	None			
Architectural & Miscellaneous Site Improvement Changes (Note 1)	\$5,000.00 to \$100,000.00	As Incurred	Prior to Opening	Vendors
Leasing of Eye Care Center (deposit and first month's rent) (Note 1)	\$2,500.00 to \$15,000.00	As Incurred	Prior to Opening	Landlord
Signage	\$500.00 to \$7,500.00	As Incurred	Prior to Opening	Suppliers
Legal Fees	\$800.00 to \$3,000.00	As Incurred	As Incurred	Attorneys
Initial Inventories (Contact Lenses, Optical Frames & Lenses, Supplies)	\$20,000.00 to \$30,000.00	As Incurred	As Incurred	Vendors & Affiliates
Point-of-Sale Computer & Accounting Set-up	\$2,000.00 to \$8,000.00	As Incurred	As Incurred	Vendors and Accounting Professional(s)
Office Equipment and Furniture	\$30,000.00 to \$100,000.00	As Incurred	As Incurred	Suppliers

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Prepaid Expenses and Deposits	\$1,000.00 to \$3,000.00	As Incurred	As Incurred	Vendors & Utilities
Practice Development Expenses	\$2,000.00 to \$5,000.00	As Incurred	As Incurred	Suppliers
Insurance (initial premium) (Note 2)	\$1,200.00 to \$1,800.00	As Incurred	As Incurred	Insurance Company
Additional Funds – 3 Months (Note 3)	\$20,000.00 to \$60,000.00	As Incurred	As Incurred	Vendors & Suppliers
Total (Note 4)	\$85,000.00 to \$333,300.00 (Does not include real estate costs, if any)			

#### YOUR ESTIMATED INITIAL INVESTMENT - EXISTING OFFICE

Type of Expenditures	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	None			
Signage	\$500.00 to \$7,500.00	As Incurred	Prior to Opening	Suppliers
Initial Inventories (Contact Lenses, Optical Frames & Lenses, Supplies)	\$0.00 to \$12,000.00	As Incurred	As Incurred	Vendors & Affiliates
Legal Fees	\$0.00 to \$1,200.00	As Incurred	As Incurred	Attorneys
Practice Development Expenses	\$0.00 to \$2,500.00	As Incurred	As Incurred	Suppliers
Additional Funds – 3 Months (Note 3)	\$0.00 to \$12,000.00	As Incurred	As Incurred	Employees, Vendors & Suppliers
Total (Note 4)	\$500.00 to \$35,200.00 (Does not include real estate costs, if any)			

#### **Notes to both Tables:**

**Note 1: Premises.** You must pay for or provide financing for the leasing or purchase of real property and the construction or conversion of a building. Such variables as property cost, location, cost of construction, and local building codes make it difficult to estimate accurately the rental or purchase cost of real property. Vision Source franchises may have 1,200 to 5,000 or more square feet of leased space.

If the property is owned by a third party and leased, the rent for the first month is estimated to be \$1,250.00 to \$7,500.00 and the security deposit is usually equal to one months' rent. You may also incur site development and improvement costs (i.e., architectural and engineering fees, blueprint alteration costs, zoning and use costs, license fees, etc.) of up to \$100,000.00, particularly in a third party build-to-suit arrangement.

**Note 2: Insurance.** You must carry and maintain in full force and effect, with an insurer or insurers who will include Vision Source as an additional insured, insurance policy or policies of:

1. Professional errors & omissions insurance with minimum amounts of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. You must obtain the policy from an insurance

- company with a rating of at least "AXII" by A.M. Best or a comparable rating by a comparable rating agency approved by Vision Source.
- 2. Product liability insurance with minimum amounts of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
- 3. General liability insurance in the minimum amount of \$1,000,000.00.

You must obtain the above insurance policies from an insurance company with a rating of at least "AXII" by A.M. Best or a comparable rating by a comparable rating agency approved by Vision Source.

**Note 3: Additional Funds.** The estimated amount is for license fees, salaries, business start-up and other overhead expenses payable during the first 3 months of business operations. Working capital needs will vary depending on numerous factors, and may vary beyond the low-high range in the table.

**Note 4: Total.** Vision Source relied on its 14 plus years of experience in the franchised optical eye care business to compile these estimates. You should review these figures carefully with a business advisor before deciding to purchase the franchise. Neither Vision Source nor its affiliates, will finance any part of your initial investment.

The above figures may vary and all costs may increase. Except as otherwise stated, all costs are normally payable to a third-party supplier and are usually incurred within 6 months of signing the franchise agreement. Except for the leasehold and utility deposits, the above expenditures are nonrefundable. You should review your lease agreement and utility company regulations to determine if any deposits are refundable and under what circumstances.

### ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We do not have specifications you must follow or designated suppliers or approved suppliers you must use for goods, services or real estate.

We negotiate purchasing arrangements with vendors of optometric frames, lenses, and other products and services to obtain price reductions (including discounts and rebates) for Vision Source franchisees based on the nationwide buying power of our Network. The vendors include some of our affiliates. We refer to these arrangements as our "Cooperative Buying Program." You are under no obligation to purchase from our suppliers or to participate in any price reductions, and we do not warrant or guarantee you will be allowed to participate in all aspects of the Cooperative Buying Program. By participating in the Cooperative Buying Program, you agree that all products and services you purchase under the Cooperative Buying Program will only be used and/or sold at your Eye Care Center and are not for resale other than in the ordinary course of your business with the general public. You also agree the participating vendors may disclose to us the details of the vendor's transactions with you and your Eye Care Center. You also agree that all Cooperative Buying Program details and transaction data are subject to the confidentiality provisions in the franchise agreement. Since we do not have designated or approved suppliers or vendors, none of our officers have an ownership interest in any designated or approved suppliers or vendors.

Some suppliers and vendors in our Cooperative Buying Program will pay us revenue based on your purchases if you use them. In our sole discretion, we will (i) pay a portion of that revenue to you and retain the balance as partial reimbursement for our administrative costs in obtaining and maintaining those purchasing arrangements and for handling the payments to the Vision Source franchisees; and/or (ii) use all or a portion of that revenue to defray the cost of local, regional and national meetings of Vision Source franchisees, sponsorship of marketing and practice management consultants and seminars, and the Vision Source website. These vendor payments are not guaranteed and we have no way of knowing if vendor payments will be received. In connection with the Cooperative Buying Program, Franchisee understands, acknowledges, and

agrees that Franchisor may enter into service agreements with various vendors, under which Franchisor will perform or provide certain marketing and promotional services (including, but not limited to, booth space at the annual meeting, newsletter and/or magazine sponsorships, and website banners) to those vendors in return for fair market value fees.

During our fiscal year ending December 31, 2021, we did not derive any revenue from required purchases by franchisees. As noted above, all purchases under our Cooperative Buying Program are voluntary, including any purchases you choose to make from our affiliates.

As stated in Note 2 in Item 7, you must carry and maintain in full force and effect, with an insurer or insurers who will include Vision Source as an additional insured. Although you may purchase insurance from any insurance company you want, you must obtain all insurance policies from an insurance company of recognized responsibility with a rating of at least "AXII" by A.M. Best or a comparable rating by another rating agency approved by us. (See Item 7)

Although we do not require you to purchase and use electronic cash register equipment or computer systems, you may want to utilize a computer hardware and software system to track purchases, sales and customer information. The decision on which, if any, computer hardware and software system to purchase and use in your business is completely in your discretion.

# ITEM 9 FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise 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 Agreement	Disclosure Document Item
a. Site Selection and acquisition/lease	Not Applicable	Item 11
b. Pre-opening purchases/leases	Not Applicable	Item 5
c. Site development and other pre- opening requirements	Section 5.05 of Franchise Agreement	Items 7 and 11
d. Initial and ongoing training	Not Applicable	Item 11
e. Opening	Section 10.01(vi)(h) of Franchise Agreement	Item 17
f. Fees	Sections 4.01, 4.02 and 11(j) of Franchise Agreement	Items 5 and 6
g. Compliance with standards and policies/operating manual	Not Applicable	Item 11
h. Trademarks and proprietary information	Section 5.09 and Article 9 of Franchise Agreement	Items 13 and 14
i. Restrictions on products / services offered	Section 5.03 of Franchise Agreement	Items 8 and 16
j. Warranty and customer service requirements	Not Applicable	None
k. Territorial development and sales quotas	Not Applicable	None
1. Ongoing product/service purchases	Not Applicable	None
m. Maintenance, appearance and remodeling requirements	Section 5.06 of Franchise Agreement	None
n. Insurance	Section 5.02 of Franchise Agreement	Item 7
o. Advertising and Marketing	Section 5.09 of Franchise Agreement	Item 11

Obligation	Section in Agreement	Disclosure Document Item
p. Indemnification	Article 12 of Franchise Agreement	Item 6
q. Owner's participation / management /staffing	Section 2.02, 5.03 and 5.04 of Franchise Agreement	Items 1 and 15
r. Records and reports	Section 5.08 of Franchise Agreement	Items 6 and 11
s. Inspections and audits	Article 13 of Franchise Agreement	Item 6
t. Transfer	Article 8 of Franchise Agreement	Item 17
u. Renewal	Section 3.02 of Franchise Agreement	Item 17
v. Post-termination obligations	Article 11 of Franchise Agreement	Item 17
w. Non-competition covenants	Section 5.10 of Franchise Agreement	Item 17
x. Dispute resolution	Article 14 of Franchise Agreement	Item 17
y. Compliance with laws	Section 5.04 of Franchise Agreement	Item 17
z. Non-Disclosure Agreement	Section 9.06 of Franchise Agreement	Item 15 and Exhibit G

### ITEM 10 FINANCING

We do not offer direct financing for any fees or operating expenses associated with a Vision Source Office. You may, however, obtain financing from third parties to purchase another Office, expand your Office or start a new Office.

For these purposes, we may refer you to our banking partners. We do not receive any benefits from our banking partners in connection with Franchisee financing, and none of our banking partners are affiliates of the Franchisor.

The financing provided through our banking partners is intended to support you and the growth of your practice. Financing is available to support the expansion of an existing Office, the addition of a new or "cold start" Office, or the purchase of an existing Vision Source Office from another Vision Source member. The program with our banking partners will provide financing for either the entire amount or some portion of the amount required for the expansion of your business. Interest rates are tied to the published interest rates, and in coordination with our banking partners, Vision Source may provide either (1) down payment assistance or (2) credits against Royalty in the amount of your interest payments when you meet certain performance and engagement metrics, such as attendance at local Vision Source Member meetings, attendance at The Exchange, adopting Vision Source branding, and utilization of certain vendors.

In general, loan terms will typically extend between two (2) and ten (10) years, and there will be no penalty for prepayment. A security interest may be taken by the lender against your equipment, and Vision Source may post additional security for loans made in connection with these programs.

Should you default, the banking partners may reserve the right to accelerate the loan and declare all amounts due immediately payable, including interest. In the event of default, Vision Source also reserves the right to terminate the Franchise Agreement following the appropriate notice of default and cure period.

Samples of the forms of financing agreements available to Vision Source Franchisees are attached as Exhibits K-1 and K-2. However, our banking partners are not obligated to offer you the same terms as indicated in the forms attached in Exhibit K or in this explanation. The banking partners may offer you different terms or decline to offer you financing.

### **ITEM 11**

### FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, Vision Source is not required to provide you with any assistance.

<u>Pre-opening Assistance</u>. Before you open your Eye Care Center or convert your existing business to an Eye Care Center, we will:

- 1. Designate your territory. (Franchise Agreement Section 1.04) In certain circumstances we have approved two or more franchisees to operate Eye Care Centers utilizing the System and the Name and Marks within a portion of their designated territories, but only upon the written consent of all franchisees physically located within that designated territory.
- 2. Provide information regarding your access to the System and the Cooperative Buying Program. (Franchise Agreement Section 6.01)

<u>Site Selection</u>. If you do not have an existing eye care center, you will select the site for your Eye Care Center. You may want to use our geospatial service offering to assist in your selection of the site for your location. We must approve the site you select. Among the factors we consider in approving sites are the specific location of the proposed site within the Territory, your reputation within the area, and the ability for the specific proposed site to provide the desired services and be equipped to provide patients with the standard of care for that region of the State. We have a reasonable period of time to approve or disapprove of the site you choose for your Eye Care Center. If we cannot agree on a site for your Eye Care Center, we will not sign a franchise agreement and you may not operate an Eye Care Center under the System and the Names and Marks. (Franchise Agreement Section 1.04)

<u>Development Time</u>. If you have an existing eye care center, the typical time between signing the franchise agreement and the conversion to the Vision Source name and System will vary from immediately to two months. This period can be longer or shorter that two months depending on the remodeling necessary to convert your existing business and your ability to quickly obtain office supplies and signs.

If you do not have an existing eye care center, the typical time between signing the franchise agreement and opening your Eye Care Center will vary from two to six months. This period can be longer or shorter depending on the construction work necessary, the financing needs of the business, building permits for the business, compliance with zoning and local ordinances, weather conditions, availability of products, and your ability to quickly obtain office supplies and signs.

In both cases, the franchise agreement requires you open for business within 180 days after acceptance of the franchise agreement. (Franchise Agreement Section 10.01(vi)(h))

**Ongoing Assistance.** After you open your Eye Care Center or convert your business to an Eye Care Center, we will:

- 1. Administer the Cooperative Buying Program. You will be entitled to participate in price reductions (including discounts and rebates) on purchases through the Cooperative Buying Program, but any vendor may decide not to sell products or services to any franchisee. We do not guarantee you will be able to participate in all aspects of the System or Cooperative Buying Program. (Franchise Agreement Section 6.01)
- 2. Provide individual and/or Network-wide consultation and advice to you in the management and promotion of your Eye Care Center. You may decide, in your sole discretion, whether to follow our advice. We may provide consultation and advice in written materials, by postings on a web site, by telephone, in person at our office or your location, at franchisee meetings, or by any other means we choose. We will also facilitate the exchange of practice

- development ideas between our franchisees and others whose expertise may benefit the franchisees. (Franchise Agreement Section 7.01).
- 3. Make available for your use a limited amount of advertising and promotional material and services. These may include video and audiotapes, forms and templates, copy-ready print advertising materials, and miscellaneous point-of-sale items. Artwork may be provided in digital form. You must pay your own reproduction costs if you use this material. (Franchise Agreement Section 7.02
- 4. Provide access to human resources services, including development of policies for the workplace, guidance regarding payroll compliance, hiring, onboarding, employee relations, compensation, benefits, learning and development. Such services will be provided by a third-party human resources consulting firm retained by Vision Source to provide services to you. While most services will be provided free of additional charges, the human resources consulting firm may require you to pay certain reasonable fees for customized recruiting services.

<u>Advertising</u>. Except as described above, we do not have a required central advertising or marketing program for the Network. You do not have to contribute to an advertising fund. We do not have a franchisee advisory council to advise us on advertising. You do not have to participate in a regional advertising cooperative. If you want to use any advertising or marketing material(s) that will include the Names and Marks, you must submit those materials for review and our approval prior to any use.

<u>Electronic Equipment and Computers</u>. We do not require that you acquire and use any specified electronic cash register equipment or computer system. If you acquire and use an electronic cash register or computer system, we will not have independent access to any information and data on your computer system.

**Training.** As stated in Item 1 of this disclosure document, the Eye Care Center must be under the supervision and managerial control of a licensed optometrist or ophthalmologist. We do not provide any formal or informal training. We currently conduct a three-day annual meeting at which speakers and participants share valuable information and materials. Attendance is voluntary and there is no registration fee. We will make available some of your meals at the annual meeting without charge. However, you must pay your own travel, lodging and other incidental expenses if you choose to attend. If you bring employees or family members with you to the annual meeting, we charge a fee sufficient to cover our cost for their meals.

<u>Operations Manual</u>. We do not have an operating manual. Because the Eye Care Center must be under the supervision and managerial control of a licensed optometrist or ophthalmologist and Vision Source does not engage in the corporate practice of medicine, we have not developed a franchisee guide or any other manual(s).

### ITEM 12 TERRITORY

Each franchise agreement is granted for a specific business address (the "Designated Location"). If you have an existing optometric office, we anticipate that the Designated Location will be the site of your existing optometric office. If you do not have an existing optometric office, you must obtain our approval of your initial location. We will not unreasonably withhold approval.

You must operate the Eye Care Center only at the Designated Location. If you wish to relocate the Eye Care Center, the address of a new Designated Location must be approved by both parties. We will not withhold our consent to relocation within the Territory (as defined below) unless we believe that the proposed new location might have an unreasonably adverse effect on another current or prospective VISION SOURCE® franchisee or damage the goodwill associated with the Names and Marks. Our consent to any such change, whether inside

or outside the Territory, may be conditioned upon an amendment to modify the Territory. We will consider allowing relocation outside the original Territory only if: (a) the amended Territory does not extend into another current or prospective franchisee's Territory (or we obtain the other franchisee's consent), and (b) amending the Territory would not interfere with any pending grant of a franchise or Associate Membership to another optometrist or ophthalmologist. If you change the location of your Eye Care Center, whether within or outside your Territory, without first obtaining our written consent, we may either (i) consent to the new location of your Eye Care Center and, in our discretion, modify your Territory by written notice to you, or (ii) terminate your franchise agreement.

You will not receive an "exclusive territory." You may face competition from other franchisees, from Associate Members, from outlets that we own, or from other channels of distribution or competitive brands that we control. These include our Associate Members and our affiliates' non-Vision Source outlets, including retail optical stores under the names Pearle Vision®, LensCrafters®, Sunglass Hut®, Apex® by Sunglass Hut, Llori, Optical Shops of Aspen, Oliver Peoples, and Alain Mikli. In addition, LRNA is authorized to use the SEARS®, SEARS OPTICALSM, TARGET®, and TARGET OPTICAL® trademarks in the operation of retail optical stores at host store sites under licensing and leasing arrangements with the host brands. LRNA does not own these trademarks. You will also face competition from online and mail order sales.

Although you will not have an "exclusive" territory, as defined in the Federal and State guidelines for preparing this disclosure document, we will define an area around the Designated Location (the "Territory") within which we will not establish or franchise others to establish an Eye Care Center under the Names and Marks. Before you sign the franchise agreement, you and Vision Source will agree on your Territory, which will be expressed in relation to the centerlines of highways, streets, boundary lines, or some other mutually agreeable method. We do not have a minimum or maximum area we will assign as a Territory; rather, the size of your Territory will depend upon the demographic information for the proposed Territory and also the area within which you would reasonably be expected to draw patients and customers to your Eye Care Center.

Your protection for the Territory is subject to some important limitations:

- 1. In certain circumstances, we have approved two or more franchisees to operate Eye Care Centers within the same Territory or portion of the same Territory, but only upon the written consent of all franchisees who will be sharing that designated Territory.
- 2. If you default under your franchise agreement and your default continues after written notice from us and beyond any applicable cure period, and we elect not to terminate your franchise agreement, during the remainder of the initial term and any renewal terms, we have the right to (i) establish or franchise other Eye Care Centers in your Territory, and (ii) grant Associate Memberships in your Territory, even if your default is subsequently cured.
- 3. If your franchise agreement expires, we have the right to (i) establish or franchise other Eye Care Centers in your Territory, and (ii) grant Associate Memberships in your Territory, even if we accept a Royalty payment from you after your franchise agreement has expired and even if we have not announced the expiration of your franchise agreement to the suppliers in the Cooperative Buying Program.
- 4. We and other franchisees and Associate Members have the right to conduct general advertising, direct and indirect sales, marketing and promotional programs anywhere, including within your Territory, as permitted by state law.
- 5. During the term of your franchise agreement, we may grant Associate Memberships in your Territory but only with your prior written consent.

6. If you renew your franchise agreement for one or more renewal term(s), the renewal franchise agreement may have materially different terms and conditions from your expiring contract, including but not limited to the definition of the Territory.

All Vision Source franchisees and Associate Members have the right to use other channels of distribution, such as the Internet, social media, catalog sales, telemarketing, or other direct marketing, to make sales outside his or her territory. Therefore, you may solicit business from any patient or customer, irrespective of the location of the patient or customer, and we or any other franchisee and Associate Member may directly or indirectly solicit business from any patient or customer, even if the patient or customer is in your Territory. Because mobile exam units/vehicles and temporary pop-up shops operate like an Office as that term is defined in the Franchise Agreement, these alternative distribution channels are subject to the Territory grants made to Vision Source franchisees, and the operation of such mobile exam units and temporary or pop-up shops will be contingent upon the consent of the Member in whose territory the facility will be operated. Neither you, Vision Source nor any Associate Member will receive any compensation for the direct or indirect solicitation of patient(s) and customer(s) within your Territory.

For your first franchise with us, You will have a nontransferable option during the initial 5 year term of the franchise agreement and any renewal terms to obtain up to 2 additional Eye Care Center franchises, as permitted by law, at locations we approve which are outside any available Territory granted to you, under the same terms and conditions for the payment of Royalty fees as in your first franchise agreement. This option may be exercised only if you own 50% or more of the ownership interest in the additional Eye Care Center, you are not in default of your franchise agreement. You are not granted any other rights to establish additional Eye Care Centers.

We and our affiliates retain the right to establish franchise networks and grant franchises under other names and marks, inside or outside the Territory. As noted in Item 1, we have affiliates that operate and franchise businesses under other trademarks, and that sell products and services similar to those you will offer. Outlets of our affiliates' brands could exist or be established in your Territory, and your Eye Care Center may have to compete with them. We do not have a policy to resolve conflicts between the different brands regarding territory, customers, and franchisor support.

The continuation of your territorial rights is not dependent upon achievement of any certain sales volume, market penetration or other contingency.

### ITEM 13 TRADEMARKS

Under the franchise agreement, we will grant you the right to operate an Eye Care Center under the name "VISION SOURCE®." If you are not permitted by applicable State laws and regulations to operate under the VISION SOURCE® name, then you may operate, as permitted by law, the Eye Care Center as a "Member of the VISION SOURCE® Network."

We have registered the following Names and Marks on the Principal Register of the U.S. Patent and Trademark Office:

VISION SOURCE

Reg. No. 1,738,869 (IC 09 & 42) Granted December 8, 1992

Renewed June 14, 2013

Reg. No. 4,151,408 (IC 035 & 044) Granted May 29, 2012

Reg. No. 4,388,539 (IC 009) Granted August 20, 2013

Reg. No. 4,543,805 (IC 044) Granted June 3, 2014 Reg. No. 4,637,472 (IC 009) Granted November 11, 2014

We have filed all affidavits required to date for these Names and Marks with the United States Patent and Trademark Office.

We also claim any and all common-law rights to the trademarks and service marks listed above, which we have used in interstate commerce.

You must notify us immediately when you learn of any infringement or unauthorized use of Vision Source's Names and Marks, and of a trademark identical to or confusing similar to a trademark we have licensed to you. We have the sole right to control any administrative proceedings or litigation involving a trademark licensed by Vision Source to you. We will take the action appropriate in our sole discretion. We are not required to protect you against infringement or unfair competition claims arising out of your use of the Names and Marks, or to participate in your defense or indemnify you.

Your use of the Names and Marks and any goodwill associated with the Names and Marks is to Vision Source's benefit. Other than as set forth in the franchise agreement, you obtain no other rights to the Names and Marks. You retain no rights in the Names and Marks upon the expiration or termination of the franchise agreement.

You agree to use the Names and Marks in a manner that will inform the public that the Eye Care Center is part of the VISION SOURCE<sup>®</sup> Network. You agree to follow any written guidelines we provide concerning your use of the Names and Marks. You also agree to include the "®" symbol wherever you use the Names and Marks in your Eye Care Center.

There are no currently effective determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeals Board, the trademark administrator of any state, or of any court relating to our principal Names and Marks. There is no pending interference, opposition, or cancellation proceeding, nor any pending material litigation involving the Names and Marks.

There are no agreements in effect which significantly limit our rights to use, franchise or license the use of the Names and Marks.

We know of no superior prior rights or infringing uses which could materially affect your use of the Names and Marks.

# ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

In 2018, we began developing software for the use of Vision Source members that would allow them to streamline the process required to order frames and lenses while correctly applying benefits available to patients through various managed vision care plans. This software is now known as Vision Source MAX, and

we own both the copyright to the source code for the "Vision Source MAX Estimator" (Copyright Number TXu 2-215-859) and a pending patent application (No. 17/314,278 filed on May 7, 2021) titled HYBRID DECISION TREE MACHINE LEARNING SYSTEMS AND METHODS. The pending patent application was later published on November 11, 2021. Vision Source MAX is available as Software as a Service (SaaS) to all Vision Source members who sign the required licensing agreement prior to implementing Vision Source MAX in their offices. Currently, there are no fees or other charges associated with licensing Vision Source MAX, and licenses are only offered to Vision Source members. In addition to our copyright in the Vision Source MAX Estimator, we claim unregistered copyrights in the franchise agreement itself and in our sales, marketing, promotional and other materials.

The franchise agreement requires you to maintain as confidential, both during and for 3 years after the term of the franchise agreement, any confidential information, knowledge, or know-how concerning Vision Source, the System or the operation of the Eye Care Center you or your owners may have learned by the franchise relationship including, but not limited to, the terms and conditions of offers by vendors under the Cooperative Buying Program. You may divulge confidential information only to your employees or agents who must have access to it to operate the Eye Care Center, and those employees and agents must be instructed not to divulge confidential information. See Item 15 below concerning your obligations to obtain confidentiality and noncompetition agreeents from persons involved in the business.

You must promptly notify us if you learn about any unauthorized use of our copyrighted materials or proprietary information. We have no obligation to take any action in response to this notice. We will take the action we determine to be appropriate. If your franchise agreement terminates you must immediately cease use of and return all proprietary information to us.

# ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You, if you are an individual, or all of your owners, if you are a professional entity, must be licensed optometrists or ophthalmologists in good standing. We allow an exception to this rule for those currently in optometry or medical school who are within six (6) months of taking licensure exams before State Boards of Optometry or Medicine, on the understanding that the Franchise Agreement will be voided in the event the license to practice optometry or medicine is not conferred upon the new Franchisee within the first twelve (12) months of the Initial Term. You or one of your owners must exercise personal on- premises supervision over the Eye Care Center.

You will be responsible for all business and management decisions for your optometry practice. We will not interfere with your professional judgment. We will not assert ownership in your optometry practice, patient medical records or medical equipment. You will be fully responsible for all aspects of your optometry practice, including but not limited to the selection of employees, suppliers, contractors, inventory and medical equipment, coding and billing procedures, decisions regarding patient care or any patient's need for referrals to other health care practitioners, and your hours of practice.

Each individual who has an ownership interest in the franchisee entity must sign a guaranty of the company's obligations under the franchise agreement. Our current form of guaranty is in Exhibit F to this disclosure document.

You must instruct your employees and agents to not divulge any confidential information, knowledge, or know-how concerning the System or the operation of the Eye Care Center. Our current form of Nondisclosure Agreement to Protect Release of Confidential Information is in Exhibit G to this disclosure document.

# ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Vision Source franchisees must offer primary care optometric services and sell glasses, contacts, and other optical products. As long as your services and products are of high standards and of a style, appearance and quality suited to the protection and enhancement of the Names and Marks, you may sell any lawful services, products or supplies you desire.

# ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

### THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 3.01	60 calendar months from the start date of the franchise agreement, with the exception of those Franchisees participating in a financing program, whose term will be 120 calendar months
b. Renewal or extension of the term	Section 3.02	You can renew for additional term(s) of 60 calendar months each, unless we have announced a decision to stop franchising or withdraw from doing business in the geographic area of your Eye Care Center. Our acceptance of a Royalty payment after the expiration of your Franchise Agreement does not constitute our approval or acceptance of a renewal or extension of the term.
c. Requirements for franchisee to renew or extend	Section 3.02	Requirements include: Not in default; pay all sums due; have not been delinquent with monthly sales reports and monthly Royalty fees more than once during any 12-month period; submit renewal application at least 3 months before end of term; sign new franchise agreement; and sign a release. The renewal franchise agreement may have materially different terms and conditions from your expiring contract, including but not limited to the definition of your Territory.
d. Termination by franchisee	Section 10.01(ii) and (iii)	If you qualify, as discussed in Item 6, you may terminate without cause in the 19 <sup>th</sup> full calendar month of the initial term if you complete and return written notice in the form of Exhibit D in the franchise agreement to us by the 1 <sup>st</sup> day of the 15 <sup>th</sup> month of the initial term; you must satisfy the conditions stated in the written notice form. You may terminate with cause if we fail to cure within allowed cure period following your written notice of default.

Provision	Section in Franchise Agreement	Summary
e. Termination by franchisor without "cause"	None	None, except that franchise agreement terminates without cause when the term expires.
f. Termination by franchisor with "cause"	Section 10.01(iv), (v) and (vi)	We can only terminate for cause. However, if we have given you notice of a default, we can suspend our services and support, including your participation in the System and the Cooperative Buying Program, until you cure the default.
g. "Cause" defined – curable defaults	Section 10.01(iv) and (v)	You have 15 days to cure for: failure to pay any amount due; failure to submit the financial reports required by the franchise agreement; or making of false statements in the financial statements. You have 60 days to cure for: failure to comply with other provisions of the franchise agreement; failure to satisfy a final judgment over \$5,000.00; foreclosure of any lien or mortgage relating to the franchised business; loss or suspension of the professional license of the person performing eye care services; loss of other licenses and/or permits necessary for operation of the business; you fail to operate all of your optical offices as franchised Vision Source offices unless the Territory for the office is not currently available, but the office must become a franchised Vision Source office if the Territory becomes available at a later date.
h. "Cause" defined – non-curable defaults	Section 10.01(vi)	Non-curable defaults: you materially and substantially impair the goodwill associated with the Names and Marks; you or your owners use the System or Names and Marks at a similar office without our written authorization; you commit the same default twice in a 12-month period; you act without a required approval from us; you or your owners breach the confidentiality provisions; bankruptcy proceedings are initiated by or against you (see Note 1); you are adjudicated a bankrupt or insolvent; a final court or governmental agency or department order is issued against you that causes you to cease or materially restrict the operation of the Franchised Business; you fail to open the Eye Care Center within 180 days after the start date of the franchise agreement; you close the business for any period in excess of 30 days; you violate the transfer restrictions contained in the franchise agreement; any administrative or judicial proceeding is commenced against you or your professional staff and the proceeding is not dismissed within 60 days; you or your professional staff are convicted of or plead guilty or no contest to any crime punishable by imprisonment for more than 1 year; or you submit a false report to us.

Provision	Section in Franchise Agreement	Summary
i. Franchisee's obligations on termination/nonrenewal	Article 11	Among other things, you must: immediately cease using the System and the Names and Marks; return any materials bearing the Names and Marks; pay all amounts due to Vision Source; change the telephone number(s) advertised for the Eye Care Center unless you timely pay your pro-rata share of the charges for the advertisement; cancel or terminate any assumed names, internet domain names, email addresses and social media which contain any of the Names and Marks; notify all vendors and suppliers in the Cooperative Buying Program; and notify every payer under any insurance plan or managed care program in which you participate. Subject to state law (see Exhibit J), you must also pay us liquidated damages if termination was based on your default, repudiation or request for early terminate the franchise agreement. If we terminate the franchise agreement based on your uncured default, we may elect to terminate any other agreement that we or any of our affiliates have with you or any of your affiliates relating to the same Eye Care Center or to any other optometric office(s).
j. Assignment of contract by franchisor	Section 17.12	We can assign without your consent, provided that we reasonably believe that the assignee can perform our obligations under the franchise agreement and the assignee expressly agrees to assume those obligations.
k. "Transfer" by franchisee – definition	Section 8.01	"Transfer" means a transfer of all or any part of your interest in the franchise agreement; any direct or indirect ownership interest in Franchisee; or substantially all of the assets of the Office. The term "Control Transfer" means any Transfer which would result in a change in control of Franchisee or in Franchisee's or any Owner's control of the Office.

Provision	Section in Franchise	Summary
	Agreement	
I. Franchisor approval of transfer by franchisee	Section 8.02, 8.03 and 8.06	We have the right to approve all Transfers, except that no approval is required for a Transfer from a named owner Doctor to another named owner Doctor, for a Transfer by an owner Doctor to an associate Doctor that you have employed for at least 3 months, or for a Transfer to a member of the owner Doctor's family. For Transfers subject to our approval, we may disapprove if, in our sole discretion, the proposed transferee is a person or entity which does not meet our thencurrent qualifications for new Vision Source franchise applicants or associate membership in the Network. Our failure to disapprove within 30 days after receipt of your written notice and all other required information about the proposed Transfer is deemed to be our approval of the Transfer, subject to satisfaction of the conditions in m. below.
m. Conditions for franchisor's approval of transfer	Section 8.04, 8.06 and 8.07	You must deliver written notice at least 60 days before the effective date of any proposed Transfer. If we do not disapprove the proposed transferee, requirements to complete the Transfer include: new franchisee signs new franchise agreement (Control Transfer only); new owners sign guaranty; you sign a special release of claims against us; you pay all amounts owed to us and cure other defaults; you complete approved Transfer within 90 days. The Royalty rate will remain the same but all other terms of franchise agreement may change, including but not limited to the definition of the Territory.
n. Waiver of Franchisor's right of first refusal	Section 8.05	You must deliver your Notice of Intent to Transfer as soon as possible after the Intent to Transfer arises, meaning your initial thought, idea, desire, interest or consideration of engaging in a Transfer on any kind. The Notice of Intent to Transfer should include what will be sold, the desired sale price and a timeline or potential closing date. Once we confirm receipt of your Notice of Intent to Transfer, we will enter an exclusive period of sixty (60) days, during which we will enter confidentiality agreements, review financial information for your Office, and otherwise coordinate with you to determine whether we, a third party independent optometrist or optometrist group may extend a non-binding letter of intent offering to purchase either your Office or substantially all of your Office's assets. Once this process has been completed, we will waive our Right of First Refusal (contained in Section 8.09) and any right to liquidated damages (for up to twelve (12) months) should you decide to refuse our Letter of Intent and transfer your

Provision	Section in Franchise Agreement	Summary
		Office to another third party.
o. Franchisor's right of first refusal to acquire franchisee's business	Section 8.09	For any proposed Control Transfer that is not within Section 8.02, we or our assignee have the right to match the purchase price offered by the proposed transferee and to substitute ourselves as the buyer in the transaction. Any confidentiality, non-disclosure, "no shop" or similar commitment you make to any third party will not apply. We do not have to match non-price terms offered by the proposed transferee (such as post-closing employment terms, non-compete terms, escrow amounts and time periods, etc.), provided that we offer reasonably equivalent economic value overall. If the prospective transferee's purchase price includes any non-cash consideration (e.g., equipment or real estate), we can substitute the reasonable equivalent in cash (using a jointly named independent appraiser, if you and we cannot agree on the reasonable equivalent in cash within a reasonable time). We will waive our Right of First Refusal when you provide a Notice of Intent to Transfer and allow us to explore whether we, or our designee, might make an offer to purchase your Office or substantially all of the assets of your Office, as provided under Section 8.05.
p. Franchisor's option to purchase franchisee's business	Section 8.09	Franchisor reserves a right of first refusal, allowing it to match the purchase price offered to the proposed transferee and to substitute Franchisor as the buyer in the Franchisee's proposed transaction.
q. Death or disability of franchisee	Section 8.08	Transfers upon death, disability or mental incompetency will be subject to the same conditions as any other proposed Transfer. If your heirs or named successors don't qualify, your executor, administrator or personal representative must complete a Transfer to someone else within 6 months.

Provision	Section in Franchise Agreement	Summary
r. Non-competition covenants during the term of the franchise	C	You may not operate another optical office at any location inside or outside the Territory except under a separate franchise agreement with us. If you have another optical office that cannot be a Vision Source office because it is located within another Vision Source franchisee's territory, then you may operate the other optical office, provided that (i) it does not use the System or the Names and Marks; (ii) the office and office address are not listed in any advertisements containing all or any part of the Names and Marks or on any website, stationary or other business materials used in connection with the Franchised Business; (iii) the other office does not participate in any benefits under our Cooperative Buying Program; and (iv) if the territory becomes available at a later date, you enter into a separate franchise agreement with us for the office.
s. Non-competition covenants after the franchise is terminated or expires	None	No restriction on operating an Eye Care Center; however, for 3 years following nonrenewal, termination or an approved transfer, you may not use Confidential Information to negotiate special pricing and/or purchase concessions from any vendor, whether or not that vendor is participating in our Cooperative Buying Program.
t. Modification of the agreement	Section 6.02 and 17.04	We can amend Exhibit E in the franchise agreement (Administrative Fee Exceptions) either by sending you a revised Exhibit E (including by electronic mail) and/or by posting the revised Exhibit E on the vendor page of the Vision Source member portal. All other amendments must be in writing and signed by you and us.
u. Integration/merger clause	Section 17.03	Only the terms of the franchise agreement are binding (subject to state law; see Exhibit J). Any other promises may not be enforceable. However, this clause will not be treated as a disclaimer of our representations in this disclosure document.
v. Dispute resolution by arbitration or mediation	Article 14	All disputes must be submitted to mediation and arbitration, except for collection actions, actions to preserve the status quo pending arbitration, and actions for declaratory relief or preliminary and permanent injunctive relief to protect our intellectual property and confidential information and to enforce your post-termination obligations

Provision	Section in Franchise Agreement	Summary
w. Choice of forum	Article 14	Subject to state law (see Exhibit J), all mediation and arbitration must be conducted in Harris County, Texas and any litigation permitted by the agreement must be conducted in Harris County or Montgomery County, Texas.
x. Choice of law	Section 14.05	Except to the extent governed by Federal law, the law of the state where the Eye Care Center is located applies.

**Note 1** – Termination based on your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

# ITEM 18 PUBLIC FIGURES

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

### ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting us at 23824 Highway 59 North, Kingwood, Texas 77339, Attn: General Counsel, or by email to Legal@VisionSource.com or by phone to (281) 318-7828, the Federal Trade Commission, and the appropriate state regulatory agencies.

### ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

### Item 20 - Table No. 1 Systemwide Outlet Summary

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
	2019	3,279	3,250	-29
Franchised	2020	3,250	3,143	-107
	2021	3,143	3,139	-4

Company-Owned	2019	0	0	0
	2020	0	0	0
	2021	0	0	0
Total Outlets	2019	3,279	3,250	-29
	2020	3,250	3,143	-107
	2021	3,143	3,139	-4

Vision Source has no company-owned Eye Care Centers. As disclosed in Item 1 of this disclosure document, certain of our principal officers wholly or partially own 6 independent, Eye Care Centers included in the above Table.

Item 20 - Table No. 2 Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) For Years 2019 to 2021

State	Year	Number of Transfers
	2019	0
Alabama	2020	1
	2021	1
	2019	1
Alaska	2020	1
	2021	1
	2019	0
Arizona	2020	1
	2021	1
	2019	0
Arkansas	2020	0
	2021	0
	2019	4
California	2020	3
	2021	11
	2019	0
Colorado	2020	2
	2021	0
	2019	0
Connecticut	2020	0
	2021	0
	2019	0
Delaware	2020	0
	2021	0
	2019	1
Florida	2020	1
	2021	1
	2019	0
Georgia	2020	0
	2021	0
	2019	0
Hawaii	2020	0

State	Year	Number of Transfers
	2021	0
	2019	0
Idaho	2020	0
	2021	1
	2019	1
Illinois	2020	2
	2021	0
	2019	2
Indiana	2020	0
	2021	1
	2019	1
Iowa	2020	0
	2021	1
	2019	0
Kansas	2020	1
	2021	1
	2019	0
Kentucky	2020	0
	2021	1
	2019	0
Louisiana	2020	0
	2021	0
	2019	0
Maine	2020	0
	2021	0
	2019	0
Maryland	2020	0
	2021	0
	2019	1
Massachusetts	2020	0
	2021	0
	2019	0
Michigan	2020	1
	2021	0
	2019	0
Minnesota	2020	0
	2021	0
	2019	0
Mississippi	2020	0
	2021	2
Missouri	2019	1
	2020	2
	2021	1
	2019	0
Montana	2020	0
	2021	0
Nebraska	2019	1

State	Year	Number of Transfers
	2020	1
	2021	0
Nevada	2019	0
	2020	0
	2021	0
New Hampshire	2019	0
	2020	0
	2021	0
New Jersey	2019	1
	2020	0
	2021	0
New Mexico	2019	0
	2020	0
	2021	0
New York	2019	0
	2020	0
	2021	0
North Carolina	2019	3
	2020	0
	2021	1
North Dakota	2019	0
	2020	0
	2021	0
Ohio	2019	0
	2020	2
	2021	2
Oklahoma	2019	0
	2020	0
	2021	1
Oregon	2019	0
	2020	0
	2021	0
Pennsylvania	2019	2
	2020	0
	2021	3
Rhode Island	2019	0
	2020	0
	2021	0
South Carolina	2019	2
	2020	0
	2021	0
South Dakota	2019	0
	2020	0
	2021	0
Tennessee	2019	0
	2020	3
	2021	0

State	Year	Number of Transfers
	2019	0
Texas	2020	1
	2021	0
	2019	0
Utah	2020	0
	2021	0
	2019	0
Vermont	2020	0
	2021	0
	2019	0
Virginia	2020	0
	2021	2
	2019	1
Washington	2020	0
	2021	3
	2019	0
West Virginia	2020	1
	2021	1
	2019	3
Wisconsin	2020	0
	2021	0
	2019	0
Wyoming	2020	0
, ,	2021	0
	2019	0
District of Columbia	2020	0
	2021	0
	2019	25
Total	2020	23
	2021	36

Item 20 - Table No. 3 Status of Franchised Outlets For Years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
	2019	52	0	0	0	0	1	51
Alabama	2020	51	2	3	0	0	3	47
	2021	47	0	0	0	0	0	47
	2019	15	0	0	0	0	0	15
Alaska	2020	15	0	0	1	0	1	13
	2021	13	1	0	0	0	0	14
	2019	38	2	1	1	0	0	38
Arizona	2020	38	1	1	1	0	1	36
	2021	36	4	1	1	0	0	38

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
	2019	47	1	0	0	0	4	44
Arkansas	2020	44	1	0	1	0	1	43
	2021	43	2	0	1	0	0	44
	2019	360	32	18	14	0	5	355
California	2020	355	15	4	17	0	12	337
	2021	337	22	8	6	0	3	342
	2019	61	4	2	4	0	0	59
Colorado	2020	59	1	1	1	0	5	53
	2021	53	3	6	1	0	0	49
	2019	13	2	3	0	0	1	11
Connecticut	2020	11	0	0	1	0	0	10
	2021	10	3	1	0	0	0	12
	2019	13	0	0	0	0	0	13
Delaware	2020	13	0	0	0	0	1	12
	2021	12	0	0	0	0	1	11
	2019	144	9	2	9	0	3	139
Florida	2020	139	10	1	6	0	1	141
	2021	141	24	5	5	0	0	155
	2019	63	3	1	5	0	1	59
Georgia	2020	59	2	2	1	0	4	54
	2021	54	4	1	0	0	0	57
	2019	29	0	0	0	0	0	29
Hawaii	2020	29	0	0	0	0	2	27
	2021	27	3	0	1	0	0	29
	2019	33	4	0	1	0	1	35
Idaho	2020	35	0	0	2	0	0	33
	2021	33	1	0	0	0	0	34
	2019	138	14	1	5	0	1	145
Illinois	2020	145	9	2	0	0	3	149
	2021	149	12	6	3	0	2	150
	2019	115	5	3	2	0	0	115
Indiana	2020	115	4	2	5	0	2	110
	2021	110	6	2	4	0	1	109
*	2019	92	1	0	1	0	1	91
Iowa	2020	91	0	1	2	0	2	86
	2021	86	2	2	3	0	0	83
***	2019	87	2	12	2	0	0	75
Kansas	2020	75	1	0	3	0	0	73
	2021	73	1	0	1	0	0	73
17 1	2019	42	0	1	2	0	1	38
Kentucky	2020	38	0	0	4	0	0	34
	2021	34	1	1	0	0	0	34
I amining	2019	35	0	0	0	0	0	35
Louisiana	2020	35	1	0	1	0	0	35
	2021 2019	35	0	0	1	0	0	36
Maine	2019	2		0	0	0	0	2
Manne	2020	2	0	0	0	0	0	2 2
	2021	36	0	1	1	0	0	34
Maryland	2019	34	0	2	2	0	1	29
iviai y lallu	2020	29	2	0	6	0	0	25

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
	2019	46	2	1	0	0	1	46
Massachusetts	2020	46	3	1	2	0	0	46
	2021	46	2	0	0	0	0	48
	2019	127	6	1	5	0	1	126
Michigan	2020	126	1	0	4	0	3	120
	2021	120	12	4	1	0	1	126
	2019	39	1	0	0	0	0	40
Minnesota	2020	40	3	1	3	0	3	36
	2021	36	1	2	0	0	0	35
	2019	39	1	0	1	0	0	39
Mississippi	2020	39	1	1	3	0	0	36
	2021	36	2	0	0	0	0	38
	2019	88	4	3	0	0	3	86
Missouri	2020	86	3	4	3	0	1	81
	2021	81	5	2	2	0	4	78
	2019	13	0	1	0	0	0	12
Montana	2020	12	0	0	0	0	1	11
	2021	11	1	0	0	0	0	12
	2019	61	7	0	1	0	0	67
Nebraska	2020	67	1	0	1	0	3	64
	2021	64	2	0	0	0	0	66
	2019	22	0	1	4	0	0	17
Nevada	2020	17	1	2	0	0	0	16
	2021	16	4	0	0	0	0	20
New	2019	29	0	0	0	0	0	29
Hampshire	2020	29	0	0	0	0	0	29
Trampsinic	2021	29	2	0	1	0	1	29
	2019	54	0	2	1	0	1	50
New Jersey	2020	50	4	1	4	0	0	49
	2021	49	4	0	7	0	1	45
	2019	20	0	1	2	0	0	17
New Mexico	2020	17	1	1	1	0	1	15
	2021	15	0	0	0	0	1	14
	2019	98	26	4	3	0	1	116
New York	2020	116	5	1	2	0	2	116
	2021	116	6	6	7	0	1	108
	2019	111	6	2	2	0	1	112
North Carolina	2020	112	4	1	3	0	2	110
	2021	110	9	1	4	0	1	113
	2019	15	0	0	0	0	0	15
North Dakota	2020	15	0	0	1	0	0	14
	2021	14	1	0	2	0	0	13
	2019	118	9	6	1	0	1	119
Ohio	2020	119	15	0	1	0	5	128
	2021	128	7	10	1	0	1	123
	2019	70	2	0	1	0	2	69
Oklahoma	2020	69	6	0	1	0	3	71
	2021	71	0	0	1	0	1	69
	2019	77	1	5	1	0	0	72
Oregon	2020	72	0	2	4	0	1	65
	2021	65	1	1	4	0	0	61

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
	2019	123	5	5	1	0	0	122
Pennsylvania	2020	122	4	1	2	0	0	123
	2021	123	3	3	3	0	1	119
	2019	8	0	1	0	0	0	7
Rhode Island	2020	7	1	0	0	0	0	8
	2021	8	0	0	1	0	0	7
	2019	33	1	0	0	0	0	34
South Carolina	2020	34	0	0	2	0	1	31
	2021	31	1	0	0	0	0	32
	2019	16	0	1	1	0	0	14
South Dakota	2020	14	0	0	2	0	0	12
	2021	12	0	0	0	0	0	12
	2019	98	6	1	2	0	0	101
Tennessee	2020	101	0	0	3	0	4	94
	2021	94	5	5	1	0	1	92
	2019	268	20	7	1	0	6	274
Texas	2020	274	11	1	4	0	11	269
	2021	269	15	13	7	0	4	260
	2019	27	2	0	0	0	0	29
Utah	2020	29	3	1	1	0	0	30
	2021	30	2	1	1	0	0	30
	2019	9	0	0	0	0	0	9
Vermont	2020	9	0	0	0	0	0	9
	2021	9	0	0	1	0	0	8
	2019	59	3	1	6	0	0	55
Virginia	2020	55	1	1	2	0	3	50
	2021	50	2	3	0	0	0	49
	2019	87	0	1	5	0	0	81
Washington	2020	81	4	1	2	0	1	81
	2021	81	9	5	0	0	2	83
	2019	21	0	1	1	0	0	19
West Virginia	2020	19	0	0	1	0	1	17
	2021	17	0	0	1	0	0	16
***	2019	70	5	2	0	0	0	73
Wisconsin	2020	73	0	0	2	0	0	71
	2021	71	4	1	3	0	0	71
***	2019	17	0	1	0	0	0	16
Wyoming	2020	16	0	0	0	0	0	16
	2021	16	1	0	0	0	0	17
District of	2019	1	0	0	0	0	0	1
Columbia	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2019	3,279	186	93	86	0	36	3,250
Total	2020	3,250	119	39	102	0	85	3,143
	2021	3,143	194	90	81	0	27	3,139

#### Item 20 - Table No. 4 Status of Company-Owned Outlets For Years 2019 to 2021

Vision Source does not directly own any "Company-Owned" Eye Care Centers. As disclosed in Item 1, certain of our principal officers wholly or partially own and operate 6 independent, Eye Care Centers included in Table 3.

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
<b>5</b> 1 6 41	2019	0	0	0	0	0	0
Totals for All States	2020	0	0	0	0	0	0
States	2021	0	0	0	0	0	0

### Item 20 - Table No. 5 Projected New Franchised Outlets As of December 31, 2021

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchise Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Alabama	0	4	0
Alaska	0	2	0
Arizona	0	4	0
Arkansas	0	4	0
California	0	15	0
Colorado	0	5	0
Connecticut	0	3	0
Delaware	0	0	0
Florida	0	12	0
Georgia	0	3	0
Hawaii	0	2	0
Idaho	0	1	0
Illinois	0	0	0
Indiana	0	4	0
Iowa	0	4	0
Kansas	0	6	0
Kentucky	0	4	0
Louisiana	0	3	0
Maine	0	1	0
Maryland	0	4	0
Massachusetts	0	4	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchise Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Michigan	0	5	0
Minnesota	0	5	0
Mississippi	0	4	0
Missouri	0	5	0
Montana	0	0	0
Nebraska	0	3	0
Nevada	0	6	0
New Hampshire	0	1	0
New Jersey	0	7	0
New Mexico	0	2	0
New York	0	7	0
North Carolina	0	5	0
North Dakota	0	1	0
Ohio	0	6	0
Oklahoma	0	7	0
Oregon	0	3	0
Pennsylvania	0	10	0
Rhode Island	0	2	0
South Carolina	0	3	0
South Dakota	0	1	0
Tennessee	0	5	0
Texas	0	20	0
Utah	0	4	0
Vermont	0	0	0
Virginia	0	5	0
Washington	0	4	0
West Virginia	0	2	0
Wisconsin	0	4	0
Wyoming	0	1	0
District of Columbia	0	1	0
Total	0	214	0

Exhibit H to this disclosure document is a list of all Vision Source franchisees in the U.S.A. as of December 31, 2021 and the addresses and telephone numbers of their Eye Care Centers.

Exhibit I to this disclosure document is a list of every Vision Source franchisee who had an outlet terminated, cancelled, not renewed, or who otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during calendar year 2021, or who has not communicated with Vision Source within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, we have not signed any confidentiality clauses with current franchisees which would restrict them from speaking openly with you about their experience with Vision Source. In some instances, former franchisees have signed provisions restricting their ability to speak openly about their experience with Vision Source. You may wish to speak with current and former franchisees, but be aware that not all former franchisees will be able to communicate with you.

We have not created or sponsored any trademark-specific franchisee organizations associated with the franchise system, and no independent franchisee organizations have asked to be included in this disclosure document.

#### ITEM 21 FINANCIAL STATEMENTS

Exhibit C to this disclosure document contains the following financial statements:

Audited Balance Sheet of Vision Source Marketing, Inc., as of December 31, 2021, 2020 and 2019 and the related Statements of Income, Stockholder's Equity and Cash Flows for the year then ended.

Our separate financial statements are not included in this disclosure document. Should we fail to fulfill our duties and obligations to our franchisees under their franchise agreements, however, Vision Source Marketing, Inc. absolutely and unconditionally guarantees to assume those duties and obligations. A copy of Vision Source Marketing, Inc.'s Guarantee of Performance is included in this disclosure document as Exhibit D.

#### ITEM 22 CONTRACTS

The following contracts are Exhibits to this disclosure document:

Exhibit E-1 Vision Source Franchise Agreement (including Special Release of Claims)

Exhibit E-2 Royalty Reduction Addendum

Exhibit F Guaranty of Franchise Agreement

Exhibit G Nondisclosure Agreement to Protect Release of Confidential Information

#### ITEM 23 RECEIPTS

At the end of this disclosure document are two pages acknowledging your receipt of the disclosure document. You keep one copy and return the other to Vision Source.

#### EXHIBIT A

#### LIST OF STATE FRANCHISE LAW ADMINISTRATORS

#### **CALIFORNIA**

Commissioner of Financial Protection and

Innovation

Department of Corporations 320 West 4<sup>th</sup> Street, Suite 750

Los Angeles, California 90013-2344

(213) 576-7500 (866) 275-2677

#### HAWAII

Commissioner of Securities

Department of Commerce & Consumer Affairs

335 Merchant Street, Room 205

Honolulu, Hawaii 96813

(808) 586-2722

#### **ILLINOIS**

Chief

Franchise Bureau

Office of Attorney General

500 South Second Street

Springfield, Illinois 62701

(217) 782-1090

#### **INDIANA**

Franchise Section

**Indiana Securities Division** 

302 West Washington Street, Room E-111

Indianapolis, Indiana 46204

(317) 232-6681

(317) 233-3675

#### **MARYLAND**

Office of the Attorney General

Securities Division

200 St. Paul Place

Baltimore, Maryland 21202

(410) 576-6360

#### **MICHIGAN**

Franchise Administrator

Consumer Protection Division

Antitrust and Franchise Unit

Michigan Department of Attorney General

G. Mennen Williams Building, 7th Floor

525 W. Ottawa Street

Lansing, Michigan 48909

(517) 373-1110

#### **MINNESOTA**

Commissioner of Commerce

Minnesota Department of Commerce

85 7th Place East, Suite 280

Saint Paul, Minnesota 55101

(651) 539-1600

#### **NEW YORK**

Assistant Attorney General

Bureau of Investor Protection and Securities

New York State Department of Law

28 Liberty Street, 21st Floor

New York, New York 10005

(212) 416-8222

#### NORTH DAKOTA

Franchise Examiner

North Dakota Securities Department

600 East Boulevard Avenue

State Capitol, Fifth Floor, Dept. 414

Bismarck, North Dakota 58505-0510

(701) 328-4712

#### RHODE ISLAND

**Director of Business Regulation** 

Securities Division

John O. Pastore Complex

1511 Pontiac Avenue, Building 69-1

Cranston, Rhode Island 02920

(401) 462-9587

#### SOUTH DAKOTA

Division of Insurance

Securities Regulation

124 S Euclid, Suite 104

Pierre, South Dakota 57501-3185

(605) 773-3563

#### VIRGINIA

Chief Examiner

**State Corporation Commission** 

1300 E. Main Street, Ninth Floor

Richmond, Virginia 23219

(804) 371-9051

#### WASHINGTON

Director of Department of Financial Institutions

Securities Division

150 Israel Rd SW

Tumwater, Washington 98501

(360) 902-8760

#### **WISCONSIN**

Franchise Administrator

Securities and Franchise Registration

Wisconsin Securities Commission

201 W. Washington Ave., Suite 500

Madison, Wisconsin 53703

(608)261-9555

#### **EXHIBIT B**

#### LIST OF AGENTS FOR SERVICE OF PROCESS

#### **CALIFORNIA**

Commissioner of Financial Protection and Innovation 2101 Arena Blvd.

Sacramento, California 95834

#### **HAWAII**

Commissioner of Securities Business Registration Division 335 Merchant Street, Room 205 Honolulu, Hawaii 96813

#### **ILLINOIS**

Illinois Attorney General Office 500 South Second Street Springfield, Illinois 62706

#### **INDIANA**

Indiana Secretary of State 200 West Washington Street, Room 201 Indianapolis, Indiana 46204

#### MARYLAND

Maryland Securities Commissioner 200 Saint Paul Place Baltimore, Maryland 21202-2020

#### **MINNESOTA**

Commissioner of Commerce State of Minnesota Department of Commerce Registration Division 85 7th Place East, Suite 280 Saint Paul, Minnesota 55101

#### **New York**

Secretary of State 99 Washington Avenue Albany, New York 12231

#### NORTH DAKOTA

Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capitol, Fifth Floor, Dept. 414 Bismarck, North Dakota 58505-0510

#### RHODE ISLAND

Director of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Avenue, Building 69-1 Cranston, Rhode Island 02920

#### SOUTH DAKOTA

Director Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501-3185

#### VIRGINIA

Clerk, State Corporation Commission 1300 East Main Street, First Floor Richmond, Virginia 23219

#### WASHINGTON

Director of Department of Financial Institutions 150 Israel Rd SW Tumwater, Washington 98501

#### **WISCONSIN**

Commissioner of Securities Office of Commissioner of Securities 201 W. Washington Ave., Madison, Wisconsin 53703

Financial Report December 31, 2021



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#### **Independent Auditor's Report**

To the Stockholder of Vision Source Marketing, Inc. Kingwood, Texas

#### Report on the Audit of the Financial Statements

#### Opinion

We have audited the financial statements of Vision Source Marketing, Inc., which comprise the balance sheets as of December 31, 2021, 2020, and 2019, and the related statements of income, changes in stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Vision Source Marketing, Inc. as of December 31, 2021, 2020, and 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Basis for Opinion**

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

#### 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 Vision Source Marketing, Inc.'s ability to continue as a going concern for one year after the date that the financial statements are issued (or when applicable, one year after the date that the financial statements are available to be issued).

The Stockholder of Vision Source Marketing, Inc.

#### Auditor's 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 auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the 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 Vision Source Marketing, Inc.'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 Vision Source Marketing, Inc.'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.

Weaver and Tiduell, L.S.P.

WEAVER AND TIDWELL, L.L.P.

Houston, Texas February 22, 2022

# **Vision Source Marketing, Inc.**Balance Sheets

December 31, 2021, 2020, and 2019

		2021	2020		2019	
ASSETS						
CURRENT ASSETS  Cash  Restricted cash  Accounts and notes receivable	\$	200,000 454,832	\$	200,000 459,821	\$	200,000 447,071
Trade, net of allowance, 2021 - \$39,500, 2020 - \$135,938, and 2019 - \$69,626 Notes receivable		9,901		62,480		96,123 12,115
Total current assets		664,733		722,301		755,309
NONCURRENT ASSETS  Due from parent and affiliated entities	-	80,173	-	95,787	-	80,173
TOTAL ASSETS	<u>\$</u>	744,906	<u>\$</u>	818,088	<u>\$</u>	835,482
LIABILITIES AND STOCKHOLDER'S EQUITY						
CURRENT LIABILITIES  Trade accounts payable Deferred revenue Due to parent and affiliated entities	\$	2,175 419,620 122,111	\$	59,187 457,294 100,607	\$	115,472 448,124 70,886
Total current liabilities		543,906_		617,088		634,482
Total liabilities		543,906		617,088		634,482
STOCKHOLDER'S EQUITY  Common stock, \$1.00 par value; authorized  1,000,000 shares, issued and outstanding 1,000 shares Additional paid-in capital		1,000 200,000	7	1,000 200,000		1,000 200,000
Total stockholder's equity		201,000	-	201,000		201,000
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	<u>\$</u>	744,906	\$	818,088	\$	835,482

# **Vision Source Marketing, Inc.**Statements of Income Years Ended December 31, 2021, 2020, and 2019

	2021			2020	2019		
REVENUE  Marketing group fees	\$	307,861	\$	436,175	\$	986,427	
OPERATING EXPENSES Advertising Online marketing Bad debt expense Other		3,841 257,071 24,393 22,556		2,503 335,689 80,592 17,391	_	183,684 704,808 47,767 50,168	
Total operating expenses		307,861	_	436,175		986,427	
NET INCOME (LOSS)	\$\$	97	\$		\$		

Statements of Stockholder's Equity Years Ended December 31, 2021, 2020, and 2019

	Comm	Common Stock		lional Paid - Capital	Total :kholder's Equity
BALANCE, January 1, 2019	\$	1,000	\$	200,000	\$ 201,000
Net income (loss)		-	_		 
BALANCE, December 31, 2019		1,000		200,000	201,000
Net income (loss)				<u> </u>	<u> </u>
BALANCE, December 31, 2020		1,000		200,000	201,000
Net income (loss)		121			 (m)
BALANCE, December 31, 2021	\$	1,000	\$	200,000	\$ 201,000

### Statements of Cash Flows Years Ended December 31, 2021, 2020, and 2019

	2021		2020		2019	
CASH FLOWS FROM OPERATING ACTIVITIES						
Net income (loss)	\$	=	\$	5	\$	9
Adjustments to reconcile net income (loss) to net cash						
provided by (used in) operating activities						
Bad debt expense		24,393		80,592		47,767
Changes in operating assets and liabilities						
Accounts and notes receivable		28,186		(34,834)		(49,388)
Trade accounts payable		(57,012)		(56,285)		47,512
Deferred revenue		(37,674)		9,170		(116,207)
Due from/to parent and affiliated entitites, net		37,118		14,107		3,380
Net cash provided by (used in)						
operating activities	-	(4,989)		12,750		(66,936)
Net increase (decrease) in cash and						
cash equivalents		(4,989)		12,750		(66,936)
CASH AND CASH EQUIVALENTS, beginning of year		659,821		647,071		714,007
Short Arts Short Equity Laborator, beginning of year	_	337,021		0 1. 707 1	-	, , ,,,,,,,
CASH AND CASH EQUIVALENTS, end of year	\$	654,832	<u>\$</u>	659,821	\$	647,071

Notes to Financial Statements

#### Note 1. Nature of Operations and Summary of Significant Accounting Policies

#### **Nature of Operations**

Vision Source Marketing, Inc., a Texas Corporation (the Company), was formed May 1, 2003, and is owned 100 percent by Vision Source L.P. (the Parent). On April 13, 2011, VSH Corporation, a Delaware Corporation (VSH), acquired 100 percent of the limited partnership interests of the Parent.

The Company is engaged in developing marketing and advertising programs on behalf of the Parent's franchisee marketing groups who elect to participate.

The Parent provides certain services for accounting, legal and information technology for the Company. There is no overhead allocated or charged by the Parent for these services.

#### **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 estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

#### Cash and Restricted Cash

Cash received from marketing groups is considered to be restricted, as the individual marketing groups have authority, with the consent of the Parent, to authorize all funds disbursements. Furthermore, all excess funds not expended, as determined by the Parent, are required, per the franchise agreement, to be returned to the marketing groups.

#### **Accounts and Notes Receivable**

Accounts and notes receivable are based upon contracted prices and stated net of the allowance for doubtful accounts. The Company provides an allowance for doubtful accounts, which is based upon a review of outstanding receivables, historical collection information and existing economic conditions. Accounts receivable are due upon receipt and notes receivable are due as stipulated in the underlying agreement. Delinquent receivables are written off based on individual credit evaluation and specific circumstances of the customer.

Notes to Financial Statements

#### **Income Taxes**

The Company accounts for income taxes in accordance with income tax accounting guidance Accounting Standards Codification 740, Income Taxes. The income tax accounting guidance results in two components of income tax expense; current and deferred. Current income tax expense reflects taxes to be paid or refunded for the current period by applying the provisions of the enacted tax law to the taxable income or excess of deductions over revenues. The Company determines deferred income taxes using the liability (or balance sheet) method. Under this method, the net deferred tax asset or liability is based on the tax effects of the differences between the book and tax bases of assets and liabilities, and enacted changes in tax rates and laws are recognized in the period in which they occur. Deferred income tax expense results from changes in deferred tax assets and liabilities between periods. Deferred tax assets are reduced by a valuation allowance if, based on the weight of evidence available, it is more likely than not that some portion or all of a deferred tax asset will not be realized.

Tax positions are recognized if it is more likely than not, based on the technical merits, that the tax position will be realized or sustained upon examination. The term "more likely than not" means a likelihood of more than 50 percent; the terms examined and, upon examination, also include resolution of the related appeals or litigation processes, if any. A tax position that meets the more-likely-than-not recognition threshold is initially and subsequently measured as the largest amount of tax benefit that has a greater than 50 percent likelihood of being realized upon settlement with a taxing authority that has full knowledge of all relevant information. The determination of whether or not a tax position has met the more-likely-than-not recognition threshold considers the facts, circumstances and information available at the reporting date and is subject to the management's judgment.

#### **Revenue Recognition**

During 2019, the Company adopted ASC 606, Revenue from Contracts with Customers, using the modified retrospective approach. The Company reviewed the impact of the standard, and noted there were no changes or modifications to the revenue nor the net income line for fiscal years 2019 and 2018. The Company has elected to not disaggregate the revenue, as there are no factors that would cause the revenue presented or recognized to differ.

The Company receives revenue from the Parent's franchisees across the United States, who elect a fee as stipulated in a marketing agreement. Members make fixed monthly deposits based upon the fee in the agreement. Excess fees received or receivable are recorded as deferred revenue and the Company returns excess funds to the marketing groups not expended within the specific period agreed to with the marketing groups.

Within each contract, the Company has one performance obligation to provide marketing and advertising services to its members. The Company utilizes third parties to execute these services and has determined to be the principal as they control the services performed by directing the activities of the vendors on behalf of the marketing groups. Each contract contains variable consideration based upon the benefit to be received by the member. The Company uses the output method of services performed to determine the transaction price and recognizes revenue ratably over time as the customer receives benefit from execution of the marketing program. There were no contract assets or liabilities as of December 31, 2021.

Notes to Financial Statements

#### Note 2. Income Taxes

Since inception, the Company has been a corporation for federal income tax purposes and is subject to both federal and state income taxes. In 2012, the Company applied to the Internal Revenue Service (IRS) for a change in accounting method for amounts collected by the Company from third-party franchisees to pay for marketing and advertising expenses on behalf of the franchisees. This application was approved by the IRS in February 2013 and applies prospectively beginning with tax year 2012. Accordingly, the Company no longer incurs taxes for such marketing and advertising revenues and expenses. However, if there are any revenues and expenses other than marketing and advertising, these amounts are subject to taxation.

The Company has not recognized an income tax provision for the years ended December 31, 2021, 2020, or 2019.

The change in accounting method with the IRS created a net operating loss of which \$168,902 remains and gave rise to a noncurrent deferred tax asset of \$57,427, which has been recorded in the balance sheets as of December 31, 2021, 2020, and 2019. However, the ultimate realization of the deferred tax asset is dependent upon the generation of future taxable income during the available carryforward period of 16 years. A full valuation allowance has been recorded against the deferred tax asset because management does not believe it is more likely than not this deferred tax asset will be fully realized as the Company does not expect to generate taxable income during the carryforward period.

The Tax Cuts and Jobs Act of 2018 lowered the statutory tax rate for corporations from 35% to 21%. Accordingly, companies are required to calculate deferred taxes at 21%. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. Management deems the effect on income as a result of the change in tax rate to be immaterial as a full valuation allowance has been recorded against the deferred tax asset.

#### Note 3. Subsequent Events

The Company has evaluated all events and transactions that occurred after December 31, 2021 and through February 22, 2022, the date the financial statements were available to be issued, and has determined that no significant events have occurred subsequent to December 31, 2021 that warrant additional disclosure.

#### GUARANTEE OF PERFORMANCE

For value received, Vision Source Marketing, Inc., a Texas corporation (the "Guarantor"), located at 23824 Highway 59 North, Kingwood, Texas 77339, absolutely and unconditionally guarantees to assume the duties and obligations of Vision Source, LLC., located at 23824 Highway 59 North, Kingwood, Texas 77339 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2022 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 first occurs. 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 signs this guarantee at Kingwood, Texas on the 7th day of March, 2022.

#### **GUARANTOR:**

Vision Source Marketing, Inc., a Texas Corporation

By:

Name: Amanda Green

Title: Chief Administrative Officer & General Counsel

Date Executed: March 7, 2022



# FRANCHISE AGREEMENT

### **BETWEEN**

VISION SOURCE, LLC

**AND** 

«COMP LEGAL NAME»

**DBA: «DBA NAME»** 

«COMP ADDRESS L1»

«COMP ADDRESS L2»

«COMP CITY», «COMP ST» «COMP ZIP»

### FRANCHISE AGREEMENT

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#### FRANCHISE AGREEMENT

This Franchise Agreement ("<u>Agreement</u>") is made and entered into by and between Vision Source, LLC, a Texas limited liability company ("<u>Franchisor</u>"), and «Comp Legal Name», a «St of Incorp» «Corp Type», doing business as «DBA Name», whose mailing address is «Comp Mail Address L1», «Comp Mail Address L2», «Comp Mail City», «Comp Mail ST» «Comp Mail Zip», and whose Federal Employer Identification Number is «Tax ID».

#### RECITALS

- A. Franchisor desires to promote the independent practice of optometry through a network of independently owned and operated optometric offices ("Network").
- B. Franchisor, as a result of the expenditure of time, skill, effort and money, has developed a distinctive method of (i) facilitating the exchange of information on best practices among independent optometrists and optometric industry experts regarding the management, operation, and promotion of an optometric office; (ii) arranging for price reductions (including discounts and rebates) from vendors supplying optometric frames, lenses, other products and related services based on the nationwide buying power of our Network; (iii) advertising, promotional and marketing programs, including the promotion and sale of prescription and non-prescription eyewear and related products and services; and (iv) offering programs relating to (i), (ii) and (iii) above (the foregoing distinctive methods, proprietary know-how, and trade secrets in (i), (ii), (iii) and (iv) are collectively referred to as the "System").
- C. Franchisor has acquired exclusive rights in various service marks, trademarks, symbols, slogans, emblems, logos indicia, designs, and other distinguishing characteristics that may promote the members of the VISION SOURCE® Network (individually a "Name" and "Mark" and collectively the "Names and Marks"), including, among others, the Mark VISION SOURCE®, added to the principal register of the United States Patent and Trademark Office, registration number 1738869, in international classes 9 and 42 on December 8, 1992, and renewed on June 14, 2013.
- D. Franchisee (defined in Section 17.01), would like to select from the benefits and programs available to the Network as part of the System and to use certain designated Names and Marks to promote Franchisee's practice as an independently owned and operated practice under the VISION SOURCE® Name, to the extent allowed under State laws and regulations, or if not permitted to do so, to operate as a "Member of the VISION SOURCE® Network."
- E. Franchisee understands and acknowledges the importance of high standards of quality, appearance and service in an optometric office and the necessity of operating Franchisee's office in a manner that enhances the goodwill associated with the Names and Marks.
- NOW, THEREFORE, Franchisor and Franchisee (individually, a "Party" and collectively, the "Parties"), in consideration of the above and the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are acknowledged as valuable consideration, mutually agree as follows:

#### ARTICLE 1. ISSUANCE OF FRANCHISE

**1.01 Grant of Franchise.** Franchisor grants to Franchisee a franchise to use the specified Names and Marks and to participate in the programs and benefits available to the Network in the management and operation of Franchisee's independently owned and operated optometric office ("Office"), subject to the terms and conditions of this Agreement, at a single location ("Designated Location") described in Section 1.04. To the extent allowed by State laws and regulations, Franchisee agrees to operate the Office at the Designated Location under the VISION SOURCE® Name, or if not

permitted by State laws and regulations to do so, to operate as a "Member of the VISION SOURCE® Network," as provided in Section 5.09.

1.02 Option for Additional Franchised Location(s). If this is Franchisee's first franchise with Franchisor, Franchisor grants to Franchisee (or an affiliate of Franchisee controlled and operated by the same Owners as those of Franchisee), a nontransferable option to enter into a franchise agreement for two (2) additional optometric offices, under Franchisor's then current form of franchise agreement, modified to provide that the required royalty will be the same as that specified under this Agreement. This option may be exercised only when Franchisee is not in default of this Agreement or any other agreement between Franchisee and Franchisor, its subsidiaries or affiliates. The additional optometric office(s) may be located inside or outside the Territory granted in this Agreement, subject to Franchisor's prior written approval, and Franchisor's approval of the location(s) will be in the same manner as for a change in the Designated Location, as provided in Section 1.04. For this Agreement, "controlled" means that fifty percent (50%) or more of the beneficial ownership interest in the additional optometric office is the same as that of the Franchisee and "Owner" and "Owners" mean the shareholder(s), member(s), general partner(s), limited partner(s) or anyone else who owns an equity interest in Franchisee.

**Territory.** Franchisee expressly agrees this franchise relates solely to one Designated Location within the geographic territory ("Territory") specified in Exhibit A to this Agreement and that the granting of this franchise is expressly subject to all terms and conditions in this Agreement. Provided Franchisee is not in default of the terms and conditions of this Agreement after written notice and beyond any applicable cure period in Article 10 and except as otherwise provided in this Agreement, Franchisor will not establish, nor franchise anyone other than Franchisee to establish an optometric office using the System under the Names and Marks in the Territory without the written consent of Franchisee. However, if Franchisee defaults in the terms and conditions in this Agreement and the default continues after written notice from Franchisor and beyond any applicable cure period in Article 10, and Franchisor elects not to terminate this Agreement, then, during the remainder of the Initial Term (defined in Section 3.01) and any renewal terms, Franchisor will not be prohibited from (i) establishing or franchising other franchisees to establish an optometric office using the System under the Names and Marks in the Territory, and (ii) granting associate memberships in the Territory, even if the default is subsequently cured. Franchisor will not be prohibited from establishing or franchising other franchisees to establish an optometric office using the System under the Names and Marks in the Territory, and granting associate memberships in the Territory, upon the expiration of the Initial Term or any renewal terms, even if Franchisor accepts a Royalty payment from Franchisee after the Initial Term or any renewal terms have expired and even if Franchisor has not announced the termination of this Agreement to the vendors in the Cooperative Buying Program described in Article 6.

Franchisor retains the right to grant franchises to an affiliate of Franchisor or to others to use the System under the Name and Marks in optometric offices anywhere outside the Territory. Franchisor and its affiliates each retain the right to establish franchise networks and grant franchises, under other names and marks, inside or outside the Territory, and to grant associate memberships in the Network outside the Territory and, with the prior written consent of Franchisee, inside the Territory.

Franchisor, other franchisees of the VISION SOURCE® Network and associate members of the Network may conduct general advertising, direct and indirect sales, marketing and promotional programs anywhere within the Territory, as permitted by state law. However, in the absence of Franchisee's consent, other franchisees and associate members of the Network may not engage in direct sales within the Territory through either: (1) the use of mobile clinic and/or optical units, such as those mobile clinics that may be operated inside converted automotive, commercial or recreational vehicles, or (2) the establishment of temporary or "pop-up" locations.

**1.04 Sole Designated Location; Relocation.** The Designated Location will be at: **«Comp Address L1»**, **«Comp Address L2»**, **«Comp City»**, **«Comp County»** County, **«Comp ST» «Comp Zip»**.

Before Franchisee may change the location of its franchised Office, the address of a new Designated Location must be designated in writing and approved by Franchisor. Franchisor will not withhold its consent to relocation within the Territory unless it believes, in its sole discretion, that the proposed new location might have an unreasonably adverse effect on another current or prospective VISION SOURCE® franchisee or damage the goodwill associated with the Names and Marks. Franchisor's consent to any change, whether inside or outside the Territory, may be conditioned upon Franchisee entering into an amendment to this Agreement to modify the Territory. Franchisor will consider an amendment to the Territory to allow relocation outside the original Territory only if, in the Franchisor's sole discretion: (i) the amended Territory does not extend into another current or prospective franchisee's Territory or Franchisor obtains the other current or prospective franchisee's prior written consent and (ii) amending the Territory would not interfere with any pending grant of a franchise to another optometrist. Any amendment to the Territory pursuant to this Section to allow relocation outside the original Territory must be signed by Franchisor and Franchisee. If Franchisee changes the location of its franchised Office without obtaining Franchisor's prior written consent, Franchisor may: (i) terminate this Agreement as provided in Article10 or (ii) modify the Territory by written notice to Franchisee.

#### ARTICLE 2. RELATIONSHIP BETWEEN FRANCHISOR AND FRANCHISEE

- **2.01 Independent Entity.** Franchisee is an independent contractor and, except as expressly provided for in this Agreement, is solely responsible for the direction and control of the Office and operations. Franchisee may not (i) make any contract, warranty, or representation which creates any obligation for Franchisor or its affiliates or which creates an agency (actual or apparent), employment or partnership relationship, or (ii) act for or on behalf of Franchisor or its affiliates. In all dealings with third parties including, without limitation, employees, vendors, patients, and customers, Franchisee will disclose in a manner acceptable to Franchisor that Franchisee is an independent entity operating the Office under a franchise granted by Franchisor. Nothing in this Agreement is intended by the Parties to create a fiduciary relationship between them nor to constitute Franchisee as an agent, legal representative, subsidiary, joint venturer, partner, co-owner, tenant, employee, or servant of Franchisor for any purpose. Franchisor may act as an agent for Franchisee in certain circumstances, including, but not limited to, Franchisor's negotiation of pricing terms of goods and services offered to Franchisee under the Cooperative Buying Program.
- **2.02 Practice of Optometry.** Franchisee and the Owner(s) are responsible for all business and management decisions regarding the Franchisee's Office. Franchisor will not interfere with Franchisee's or any Owner's professional judgment in any manner and Franchisee acknowledges Franchisor is not, in any way, engaging in the corporate practice of medicine or optometry. Franchisor will not assert any ownership in Franchisee's optometry practice, patient medical records, or medical equipment. Franchisee and the Owner(s) will be fully responsible for all aspects of Franchisee's optometry practice, including the selection of employees, contractors, inventory and medical equipment, coding and billing procedures, decisions regarding any patient's need for referral to other health care practitioners, and Franchisee's hours of practice.

#### ARTICLE 3. TERM AND RENEWAL

**3.01 Initial Term.** The initial term of this Agreement ("<u>Initial Term</u>") will commence on "*Start Date*" ("<u>Start Date</u>") and, except as otherwise provided in this Agreement, will expire at the end of the sixtieth (60<sup>th</sup>) full calendar month following the Start Date.

- **3.02 Renewal Option.** Franchisee may renew this franchise for one or more consecutive sixty (60) month terms, unless before the end of the expiring term Franchisor has announced a decision to: (i) stop franchising; or (ii) withdraw from doing business in the geographic market in which the Office is located. Franchisor may require Franchisee to satisfy any or all of the following requirements as a condition of continuing the franchise relationship for a renewal term:
  - **3.02.1 No Default.** Neither Franchisee nor any Owner or affiliate of Franchisee are in default of any provision of this Agreement or any other agreement between Franchisee or any Owner or affiliate of Franchisee and Franchisor, its subsidiaries, and affiliates. Franchisee has not been delinquent in the submission of monthly sales reports or payment of monthly Royalty fees more than once during any twelve (12) month period during the expiring term. Franchisee and its Owners and affiliates have substantially complied with all terms and conditions of all written agreements with Franchisor during the expiring term of this Agreement.
  - **3.02.2 Payment of All Sums Due.** Franchisee and its Owners and affiliates have satisfied all monetary Obligations, as defined in Section 4.01, owed to Franchisor and its parent, subsidiaries and affiliates and have timely met those Obligations throughout the expiring term.
  - **3.02.3 Renewal Application.** Franchisee has submitted a renewal application to Franchisor not less than three (3) full calendar months prior to the end of the expiring term.
  - 3.02.4 Signing of Renewal Documents. At Franchisor's sole option, Franchisee will either: (i) sign an extension of this Agreement; or (ii) within thirty (30) days after receipt of the new form of franchise agreement from Franchisor, but no sooner than fourteen (14) full calendar days after receipt of the disclosure document and no sooner than seven (7) full calendar days after receipt of the renewal franchise agreement, sign Franchisor's then-current franchise agreement with all supplemental documents in the forms attached to the franchise agreement or disclosure document. If the Royalty rate stated in the then-current form of franchise agreement differs from the Royalty rate under this Agreement, the new franchise agreement will be amended to provide that the Royalty rate under this Agreement remains in effect. All other terms of this Agreement may change in the new franchise agreement, including but not limited to the definition of the Territory. Under either clause (i) or clause (ii), each of Franchisee's Owners, as defined in Section 1.02 above and listed in Section 17.16 below, will sign the agreements Franchisor requires of Owners at that time.
  - **3.02.5 Signing of Special Release of Claims.** Franchisee and each of its Owners will sign a special release of claims, similar to the form of Exhibit C to this Agreement.
- **3.03** Acceptance of Payment from Holdover Franchisee. Franchisor's acceptance of a Royalty payment from Franchisee after the term of this Agreement has expired does not constitute a waiver of the conditions listed in Section 3.02 nor Franchisor's agreement to a renewal term, even if Franchisor has not announced the expiration of this Agreement to the vendors in the Cooperative Buying Program.

#### ARTICLE 4. MONETARY OBLIGATIONS OF FRANCHISEE

Franchisee will make the following payments in immediately accessible funds to Franchisor:

**4.01 Royalty.** Beginning on the Start Date, and continuing throughout the Initial Term and any renewal term of this Agreement, Franchisee must pay, without demand, to Franchisor a monthly royalty ("Royalty") equal to the lesser of (i) two and one-half percent (2.50%) of the Gross Receipts (as defined in this Section) of the Office; or (ii) if applicable, the Monthly Royalty Cap (as defined in this Section).

The term "Gross Receipts" means all amounts received by the Office (including patient purchases made at the brick and mortar Office location and through any internet-based platforms for online sales maintained by the Office) minus "Allowable Sales Deductions" consisting of sales taxes and other similar taxes collected from patients or customers on the amount of sales transactions, reimbursements to insurance carriers and governmental agencies for overpayments, cash refunds to patients or customers, money lost on returned checks and credit card service charges.

The term "Monthly Royalty Cap" means Four Thousand Dollars (\$4,000.00). Franchisee must elect to pay the Monthly Royalty Cap, and will be eligible for the Monthly Royalty Cap only if the following requirements are satisfied:

- (a) Franchisor receives Franchisee's written notice electing to pay the Monthly Royalty Cap, provided any such election may not be effective on a date that is more than twelve (12) months prior to the Franchisee's written notice; and
- (b) If Franchisee's eligibility for the Monthly Royalty Cap is first effective for any month after the first month of the Initial Term or any renewal term(s), Franchisee must renew its Franchise Agreement with a Start Date of the first day of the month in which Franchisee elects to pay the Monthly Royalty Cap; and
- (c) Franchisee must report the Gross Receipts and Allowable Sales Deductions for the Office stated in this Agreement separate from any other optometric office of the Franchisee; and
- (d) Franchisee's monthly Gross Receipts and Allowable Sales Deductions report and the related Royalty payment for the Office must not be delinquent under Section 4.02.

If Franchisee is delinquent in reporting and/or paying the Royalty in any month during a Contract Year, as defined in this Section, then the Monthly Royalty Cap will not apply for the entire Contract Year and Franchisee must pay Royalty for the entire Contract Year based on the percentage of Gross Receipts stated in this Section. The term "Contract Year" means the twelve (12) month period commencing on the Start Date and each subsequent (12) month period during the Initial Term and any renewal term(s).

Provided Franchisee meets the requirements of subparagraphs (a), (b), (c) and (d) of this Section, in every month of the applicable Contract Year, the Royalty payable for the last month of that Contract Year, will be computed as follows:

- (i) The total Royalty amount for the Contract Year based on the percentage of Gross Receipts stated in this Section will be computed (the "Annual Royalty Amount").
- (ii) If the Annual Royalty Amount is equal to or greater than \$48,000.00, then the Royalty payable for the last month of that Contract Year will be \$48,000.00 minus the total Royalty payments made by Franchisee for the first eleven (11) months of that Contract Year.
- (iii) If the Annual Royalty Amount is less than \$48,000.00, then the Royalty payable for the last month of that Contract Year will be the Annual Royalty Amount minus the total Royalty payments made by Franchisee for the first eleven (11) months of that Contract Year.

The Royalty has been priced to provide to Franchisor compensation commensurate with the value of the franchise to Franchisee and services Franchisor furnishes to Franchisee.

If applicable law does not permit amounts received for optometric or ophthalmologic services to be included in the calculation of Gross Receipts to compute and pay the Royalty, then the term "Gross Receipts" will not include receipts from those services; and the Gross Receipts as calculated will be multiplied by two (2) to calculate the Royalty (the "Alternate Royalty Computation Method"). If a legal determination is made by a government or regulatory authority with jurisdiction over this Agreement or by Franchisor, upon advice of counsel, that the current method of calculating the Royalty, including the

Alternate Royalty Computation Method, does not conform to current law, then Franchisor and Franchisee agree to negotiate in good faith another fee arrangement that would conform to the law and provide equivalent economic value to the Franchisor. If the Parties do not so agree within ninety (90) days after notice by Franchisor that a new agreement regarding fees is necessary, this Agreement will terminate, at Franchisor's sole discretion, immediately upon written notice by Franchisor to Franchisee. All post-termination obligations of the Parties will remain in effect.

The term "Obligation(s)" means (i) all amounts Franchisee owes to Franchisor from time to time under this Agreement (including but not limited to Royalty payments and marketing fees) and under any other agreement between Franchisee and Franchisor and its subsidiaries and affiliates; and (ii) the reasonable costs and expenses that Franchisor incurs to collect or attempt to collect amounts due from Franchisee.

- 4.02 Payment and Reporting Method and Due Date. Royalty payments are delinquent if not received by Franchisor by the forty-fifth (45th) day following the last day of the calendar month for which payment is being made. Franchisee must submit a certified statement of Gross Receipts and Allowable Sales Deductions, in the form and manner prescribed by Franchisor, in conjunction with each Royalty payment. For all amounts payable to Franchisor, Franchisee must use the payment method(s) that Franchisor designates from time-to-time. If Franchisor accepts payment by check or credit card, Franchisor may impose reasonable service fees for processing payment. If Franchisor requires payment by electronic funds transfer, Franchisee must designate an account at a commercial bank (the "Account") and furnish the bank with authorizations, as necessary, to permit Franchisor to make withdrawals from the Account by electronic funds transfer. Franchisee agrees to maintain sufficient funds in the Account to cover the amounts payable to Franchisor. If funds in the Account are insufficient to cover the amounts payable at the time Franchisor initiates an electronic funds transfer, the amount of the shortfall will be deemed overdue.
- 4.03 Late Fees and Interest on Late Payments. If any payment to Franchisor is overdue, Franchisee must pay, in addition to the overdue amount, a late charge of Twenty-Five Dollars (\$25.00). In addition to the late charge, any payment by Franchisee that Franchisor does not receive in the full amount, by the end of the 90<sup>th</sup> day following the date due, will bear interest at one percent (1%) per month or at the highest rate allowed by law on the date when payment is due, whichever is less, and interest will be charged retroactively to the due date for that payment. Any payment Franchisee tenders to Franchisor that is returned or not honored by the institution on which it is drawn will not be considered as having been received. If any payment is returned or not honored by the institution on which it is drawn, the Royalty, late charges, and interest due to Franchisor will be based on the date good funds are then deposited to replace the dishonored payment. Franchisee must pay Franchisor \$35.00 for each payment Franchisee tenders to Franchisor that is returned or not honored by the institution on which it is drawn.

Franchisor charges a late charge and interest on late payments to partially compensate itself for loss of use of the funds and for internal administrative costs resulting from late payment that would otherwise be difficult to measure precisely. Franchisor's imposition of these charges is not a waiver of Franchisor's right to be paid on time.

**4.04 Application of Payments.** Franchisor may apply any payment Franchisee makes to Franchisor, at Franchisor's option, to any past due amounts Franchisee owes Franchisor, including late charges, interest and returned check fees, regardless of how Franchisee indicates the payment should be applied. Franchisor may deduct any past-due amounts owed by Franchisee to Franchisor, or any affiliate or subsidiary of Franchisor, from any rebates Franchisor would otherwise distribute to Franchisee under the Cooperative Buying Program. If Franchisee owes any past due amounts to Franchisor when Franchisor or any affiliate or subsidiary of Franchisor owes any amount to Franchisee, then Franchisor may pay or may cause its affiliate or subsidiary to pay those amounts to Franchisor instead of to Franchisee.

Deduction of past-due amounts under the foregoing provision does not constitute a waiver of Franchisor's right to be paid on time.

- **4.05 Suspension of Services.** If Franchisor has given Franchisee notice of a default under this Agreement, Franchisor may suspend any or all of Franchisor's services and support, including Franchisee's participation in all or any part of the Cooperative Buying Program or other programs offered by Franchisor, until Franchisee cures the default. Any suspension of services will not constitute a termination of this Agreement by Franchisor and does not constitute a waiver of Franchisor's right to be paid on time.
- **4.06 Rebates.** If Franchisee does not renew this Agreement, as provided in Section 3.02, Franchisor will retain all rebates Franchisor receives that are based on Franchisee's purchases after the term of this Agreement has expired. If Franchisee subsequently renews this Agreement, as provided in Section 3.02, within six (6) months of Franchisee's renewal date, Franchisor will pay (subject to Section 4.04) all retained rebates to Franchisee. If Franchisee does not renew this Agreement within 6 months of Franchisee's renewal date, Franchisee will forfeit all rebates retained by Franchisor.
- **4.07 No Inducement of Prohibited Conduct.** The Royalty payable by Franchisee under this Agreement is in consideration of the services, support, and programs provided by Franchisor under this Agreement. No part of the Royalty is intended to induce Franchisor or any other individual or entity to engage in conduct that is prohibited under the federal health care program anti-kickback statute, 42 U.S.C. § 1320a-7b(b) (the "Anti-Kickback Statute"), or any of its state law counterparts.
- 4.08 Fair Market Value and Commercial Reasonableness. The Parties hereby acknowledge and agree that the Royalty payable by Franchisee under this Agreement is the product of bona fide, arm's-length negotiations and, to the best of the Parties' knowledge, represents a commercially reasonable and fair market value payment for the services furnished by Franchisor under this Agreement, without taking into account, in the aggregate or otherwise, the volume or value of federal health care program business (as such term is defined in 42 U.S.C. § 1320a-7b(f)) or any other business generated by the Parties for one another.

#### ARTICLE 5. OTHER OBLIGATIONS OF FRANCHISEE

In addition to the monetary Obligations of Franchisee in Article 4, Franchisee will discharge the following duties and comply with the following requirements during the term of this Agreement:

5.01 Advertising and Marketing. All advertising and promotion that Franchisee undertakes for the Office must be completely truthful, conform to the highest standard of ethical advertising and comply with applicable laws and regulations. Franchisee must submit to Franchisor copies of all forms of promotional and advertising materials containing the Names and Marks that Franchisee proposes to use, except materials wholly prepared by Franchisor or its affiliates, at least two weeks before the proof approval deadline. Franchisor will review the materials within a reasonable time and will promptly notify Franchisee whether Franchisor approves or rejects them. Franchisor may not withhold Franchisor's approval unreasonably. Even if Franchisor approves specified materials, Franchisor may later withdraw Franchisor's approval if Franchisor reasonably believes it is necessary to eliminate misleading or unethical features of the advertising or because the Names and Marks have changed. Franchisee is not restricted from advertising or promoting its practice without Franchisor's prior written approval if the advertising contains none of the Names and Marks, but all advertising and promotion must meet the standards stated in the first sentence of this Section.

If Franchisee desires to use any promotional and advertising material(s) wholly developed or prepared by Franchisor or its affiliates, Franchisee may do so without obtaining Franchisor's prior

approval, provided all of Franchisor's instructions pertaining to those promotional and advertising materials are followed.

Franchisee agrees that the promotional and advertising material(s) developed or prepared by Franchisor for promoting the Names and Marks and the members of the Network includes copyrighted material or other types of proprietary information ("Marketing Materials"). Franchisee understands and agrees that all Marketing Materials, in whatever form, and all copies and excerpts, will be the sole property of Franchisor, subject only to the right of Franchisee to use the Marketing Materials during the term of this Agreement.

- **5.02 Insurance.** Franchisee must carry and maintain in full force and effect, with an insurer or insurers acceptable to Franchisor, the following insurance coverage:
  - (a) Professional errors and omissions insurance with an insurer and in form and substance reasonably acceptable to Franchisor, in the minimum amounts of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
  - (b) Product liability insurance in the minimum amounts of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
    - (c) General liability insurance in the minimum amount of \$1,000,000.00.

Each of these insurance policies must include a provision that the policy cannot be canceled without thirty (30) days' written notice to Franchisor. Franchisee must obtain all insurance policies from an insurance company of recognized responsibility with a rating of at least "AXII" by A.M. Best or a comparable rating by another rating agency approved by Franchisor. All insurance policies must designate Franchisor as an additional named insured and be satisfactory to Franchisor in form, substance, and coverage. Franchisee must deliver a certificate of the issuing insurance company evidencing each policy to Franchisor upon signing this Agreement and then when the policy is renewed or changed.

- 5.03 Professional Status and Requirements. Franchisee represents that the Office will offer primary care optometric services and the sale of glasses, contacts and other optical products. During the term of this Agreement, Franchisee will be an optometrist or ophthalmologist licensed to practice within the state where the Office is located (or a professional corporation or other legal entity owned by licensed optometrist(s) or ophthalmologist(s)). Franchisor, in its sole discretion, may make an exception and enter into this Agreement with a Franchisee who is not yet licensed to practice optometry or ophthalmology, so long as Franchisee or Owner will be qualified to sit for the necessary exams before the relevant state board of optometry or medicine to become licensed within six (6) months of entering this Agreement. In the event that Franchisee is not licensed to practice either optometry or ophthalmology withing twelve (12) months of the Effective Date of this Agreement, Franchisor will void this Agreement. To the extent required by State law and ethical codes, Franchisee or its Owner(s) must supervise the Office.
- **5.04 Compliance with Laws.** Franchisee will operate and conduct the Office in full compliance with all laws, ordinances, rules, regulations, codes, and other requirements imposed by Federal, State, County or Municipal governments and other governmental or quasi-governmental or administrative entities. Franchisee will obtain all permits, licenses, and other consents necessary for the operation of the Office. Franchisee will promptly provide to Franchisor documentation and further assurances of its compliance with those requirements as Franchisor may reasonably request from time to time. If the State Optometry Board or regulatory agency, or other professional State board or regulatory body, determines that any part of this Franchise Agreement may violate the State's law(s), the Franchisee will not be bound by that section of this Franchise Agreement, (ii) modify the section(s) so it will comply with the State's law(s), or (iii) terminate this Franchise Agreement with no liability of Franchisor to Franchisee. Franchisor's election under this Section 5.04 will be by written notice to Franchisee within ninety (90) days of written notice to Franchisor from Franchisee or

the government agency that one or more sections may violate State law(s). Franchisee and the guarantors of this Agreement agree to waive and release Franchisor from any and all claims, demands, charges and causes of action, arising out of any section or sections of this Franchise Agreement which may now be or may in the future become in violation of State law(s) or regulations.

- **5.05** Costs of Construction. Franchisee will bear the entire cost of construction and completion of the premises for the Office, including, without limitation, the cost of labor, financing, utilities, equipment, furniture, furnishings, inventory and supplies.
- **5.06 Maintenance.** Franchisee agrees to keep the Office premises, equipment and furnishings clean and in excellent repair.
- **5.07 Payment of Indebtedness.** Franchisee must pay promptly when due all obligations to vendors in the Cooperative Buying Program and all taxes and obligations that Franchisee incurs in the operation of its business, including obligations to its landlord.
- **5.08 Financial Information and Reports.** Franchisee will furnish to Franchisor financial information and reports as Franchisor may reasonably request for monitoring compliance by Franchisee with its Obligations under this Agreement. Franchisee will prepare or cause to be prepared such financial information and reports requested by Franchisor and will deliver the same to Franchisor within fifteen (15) days after receiving a request from Franchisor. The submission of financial information and reports is in addition to Franchisor's right to conduct a review under Article 13 below.
- **5.09** Use of Names and Marks. Franchisee agrees to use the Names and Marks, where Franchisee chooses to do so, in a manner that will inform the public that the Office is part of the VISION SOURCE® Network. Franchisee may accomplish this through business procedures like answering the phone, advertising, marketing, promotional or display material, signs, stationery, office forms, and business cards. Franchisee agrees to follow any written guidelines Franchisor provides concerning the Names and Marks, including but not limited to those specified in Section 5.01. If Franchisee is prohibited by State laws and regulations from using the VISION SOURCE® Name and the other Names and Marks at the Office, Franchisee agrees to use the statement "Member of the VISION SOURCE® Network" in place of the Names and Marks, as provided in this Section.
- **Practice Outside of Designated Location.** Throughout the Initial Term and any renewal term(s), Franchisee and each of the Owners of Franchisee agree they individually or collectively will not operate a separate and distinct optometric office at any location inside or outside of the Territory unless Franchisee or a controlled affiliate of Franchisee has entered into a separate franchise agreement with Franchisor for the separate optometric office to be part of the VISION SOURCE® Network. If the additional optometric office is within a territory assigned to a VISION SOURCE® franchisee, Franchisor may either (i) waive the requirement for that office to join the Network as a franchisee or associate member, or (ii) offer only an associate membership agreement for Franchisee's separate optometric office and the failure of the Franchisee to accept Franchisor's offer will be a breach of this Section. If Franchisor elects to waive the requirement for Franchisee's separate optometric office to join the Network, then Franchisee and/or the Owners of Franchisee may operate that separate optometric office, provided the separate optometric office name and/or office address will not appear with the Names and Marks nor be in any advertisement(s) containing all or any part of the Names and Marks or on any website, stationery or other business materials used for the Office. Furthermore, Franchisee's separate optometric office will not be a member of the Network and will not participate in whole or part, directly or indirectly, in any benefits available to Franchisee, other franchisees or associate members of the Network, including but not limited to any benefits available to Franchisee under any Cooperative Buying Program. If the VISION SOURCE® franchisee agrees to share the territory for Franchisee's separate optometric office or if the territory for Franchisee's separate optometric office otherwise becomes available thereafter, for

assignment to Franchisee's separate optometric office, then Franchisee agrees to enter into a separate franchise agreement (or at Franchisor's option, an associate membership agreement) with Franchisor for Franchisee's separate optometric office to be a part of the Network. Franchisee acknowledges that failure to do so within sixty (60) days after that territory becomes available, or any other breach of this Section, will be adequate reason for Franchisor to terminate this Agreement under Section 10.01(v)(a).

# ARTICLE 6. COOPERATIVE BUYING PROGRAM

Cooperative Buying Program. Franchisor has established a cooperative buying program with various vendors of optometric and other business products, programs, and services used in the Network (collectively the "Cooperative Buying Program"). The Cooperative Buying Program provides Franchisee the opportunity to purchase and/or use such products, programs, and services at discounted prices only for the Designation Location listed in Section 1.04 above. Franchisee may participate in the Cooperative Buying Program beginning on the Effective Date, but nothing in this Agreement or any vendor agreement or program in the Cooperative Buying Program will, in any way, obligate Franchisee to purchase, license, or lease any product or service. To avoid any confusion, although Franchisee hereby authorizes Franchisor to act as its authorized group purchasing organization, Franchisee does not have to make use of the Cooperative Buying Program. Franchisee understands and agrees that (i) vendor agreements and programs in the Cooperative Buying Program may be removed or changed from time-totime in Franchisor's sole discretion, and (ii) new vendor agreements and programs may be added from time-to-time, also in the sole discretion of Franchisor. Franchisee agrees that to the extent it purchases products or services under the Cooperative Buying Program, it will do so for its own use at the Office and for sale to patients at the Office. Franchisor does not guaranty that Franchisee can participate in all aspects of the Cooperative Buying Program. Toward that end, Franchisee understands and agrees that vendors sell under terms and conditions established by the vendor, that any vendor may decide not to sell products or services to Franchisee, and that Franchisee's participation in the Cooperative Buying Program is subject to suspension as provided in Section 4.05.

Franchisee specifically agrees that all products and services purchased under the Cooperative Buying Program will only be used and/or sold at the Office at the Designated Location (or through the Office at the Designated Location if sold via the internet) and will not be sold to anyone other than the general public in the ordinary course of business at the Office. All amounts received from the sale of products and services purchased under the Cooperative Buying Program must be included in Gross Receipts as provided in Section 4.01.

**6.02** Administrative Fees. Although Franchisor does not designate required or approved vendors, Franchisee understands, acknowledges, and agrees that some of the vendors with which Franchisor has or will negotiate agreements may pay Franchisor administrative fees based on Franchisee's purchases, if any, under such vendor agreements ("Administrative Fees"). To the extent that vendors that participate in the Cooperative Buying Program pay Franchisor an Administrative Fee, those Fees are fixed at three percent (3%) or less of the purchase price of the goods and services provided by that vendor, except as set forth on Exhibit E of this Agreement. Exhibit E is incorporated into this Agreement by reference and may be amended from time-to-time by Franchisor in its sole discretion either by sending Franchisee a revised Exhibit E by any form of mail (including electronic mail) and/or posting the revised Exhibit E on the vendor page of the Vision Source member portal. By participating in the Cooperative Buying Program, Franchisee consents and agrees that each of the vendors participating in the Cooperative Buying Program may disclose to Franchisor the details of vendor's transactions with Franchisee and Franchisee's Office. In connection with the Cooperative Buying Program, Franchisee understands, acknowledges, and agrees that Franchisor may enter into service agreements with various vendors, under which Franchisor will perform or provide certain marketing and promotional services (including, but not

limited to, booth space at the annual meeting, magazine and/or newsletter sponsorships, and website banners) to those vendors in return for fair market value fees. Franchisee agrees that all details and information relating to the Cooperative Buying Program and all data from Cooperative Buying Program transactions are the confidential and proprietary information of the Franchisor and are provided to the Franchisee subject to the confidentiality provisions of Section 9.06.

6.03 Compliance with Laws. In conducting and participating in the Cooperative Buying Program the Parties agree to comply with all applicable federal and state laws and regulations, including, without limitation, the health care fraud and abuse laws, including the Anti-Kickback Statute. The Parties intend for the terms of this Agreement to meet the discount and group purchasing organizations safe harbors to the Anti-Kickback Statute [42 C.F.R. §§ 1001.952 (h) and (j)], as amended from time to time. The Parties enter into this Agreement with the intent of conducting their relationship and implementing the agreements contained herein in full compliance with the Anti-Kickback Law. Regardless of any contrary provisions of this Agreement, neither Party will intentionally conduct itself under the terms of this Agreement in a manner that would constitute a violation of the Anti-Kickback Statute.

Franchisee understands and acknowledges that it may be required, pursuant to applicable federal or state laws or regulations, including, but not limited to, the Anti-Kickback Statute, or pursuant to its contractual arrangements with third party payers, to fully and accurately report and disclose the net purchase price (as that term is defined below) of all products and services it purchases through the Cooperative Buying Program. Toward that end, Franchisee covenants and agrees that it will:

- (a) fully and accurately report and disclose, to the relevant government authority, health care plan or program, or third party payer, the net purchase price for all products and services it purchases and/or receives from a vendor under the Cooperative Buying Program; and
- (b) provide such further pricing information as may be requested by the relevant government authority, health care plan or program, or third party payer.

For purposes of this Section 6.03, the term "<u>net purchase price</u>" means the net discounted price that Franchisee pays for a product or service (i.e., the purchase price minus all price reductions, including discounts, rebates and free or discounted items or services such as, by way of example, free product sample voucher redemptions).

Franchisee may wish to consult its legal advisers regarding how and when to calculate, report and disclose its net purchase prices under the Cooperative Buying Program, including whether and how invoice discounts should be allocated among the products that Franchisee purchases under the Cooperative Buying Program.

# ARTICLE 7. OTHER OBLIGATIONS OF FRANCHISOR

- **7.01** Consultation and Services. Beginning on the Effective Date, Franchisor will provide consultation and advice, individually or on a group basis, to Franchisee in the management and promotion of the Office. Franchisee will decide whether to follow Franchisor's advice in Franchisee's sole discretion. This consultation and advice may be provided, at Franchisor's election, in bulletins, newsletters or other written materials, by postings on a web site, by telephone or personal consultations at the offices of Franchisor or the Designated Location, at monthly, quarterly or annual meetings of members of the Network, or by any other means that current technology makes possible. Franchisor will also facilitate the exchange of practice development ideas between the members of the Network and others whose expertise may benefit the members of the Network.
- **7.02** Advertising and Promotional Material. Franchisor may provide for Franchisee's use a limited amount of advertising and promotional material and services, which may include video and/or

audio recordings, forms and templates, copy-ready print advertising materials, and miscellaneous point-of-sale items. Any of those materials may be provided in digital form. Franchisee must pay reproduction costs if it uses these materials.

**7.03 Administrator.** Franchisor, in its sole discretion, may employ the services of an administrator or other third party(ies) to fulfill, for Franchisor, any of the obligations of Franchisor in this Agreement.

### ARTICLE 8. TRANSFER OF INTEREST BY FRANCHISEE

- **8.01 Purpose and Definitions.** Franchisor seeks to retain and grow its membership, but understands that there may be a future need by Franchisee or the Owner(s) to transfer ownership. Accordingly, this Article allows for ownership changes while also assuring Franchisor that the Office will remain an independent, privately owned optometry practice. In this Article, the term "<u>Transfer</u>" means to pledge, hypothecate, assign, give, sell, convey or otherwise transfer, voluntarily or by operation of law (for example, through divorce, new marriage or bankruptcy) (i) all or any part of Franchisee's interest in this Agreement; (ii) any direct or indirect ownership interest in Franchisee; or (iii) substantially all of the assets of the Office. The term "<u>Control Transfer</u>" means any Transfer which would result in a change in control of Franchisee or in Franchisee's or any Owner's control of the Office. The term "<u>control</u>" means having direct or indirect power to cause direction of the daily management or policies of Franchisee or the Office. The term "Intent to Transfer" means the Owner's mental state, including the Owner's thought, idea, desire, interest or consideration of engaging in either a Transfer or Control Transfer.
- **8.02 Permitted Transfers.** Franchisor consents in advance to and waives its right of first refusal (referenced in Section 8.08 below) for the following Transfers, provided (1) Franchisee gives Franchisor written notice of the Transfer at least sixty (60) days in advance; and (2) the Transfer fully complies with all statutes, laws and ordinances of the State in which the Office is located:
  - (a) If there is more than one Owner, and the Transfer is from one or more Owners to one or more of the other Owners; or
  - (b) The Transfer is to a licensed optometrist or ophthalmologist who has been an employee of Franchisee for at least three (3) full calendar months, or to an entity wholly owned by a licensed optometrist or ophthalmologist who has been an employee of Franchisee for at least three (3) full calendar months; provided, however, that the number of months that an employee has worked for Franchisee prior to the Start Date will be counted as months worked for Franchisee for this subsection (b); or
  - (c) The Transfer is to the spouse of an Owner, to a person of lineal or collateral consanguinity to an Owner, to an entity wholly owned by the spouse of an Owner, or to an entity wholly owned by a person of lineal or collateral consanguinity to an Owner, provided the transferee is otherwise qualified as a franchisee under this Agreement; or
  - (d) If there is more than one Owner, and the Transfer is by an Owner to another person or entity approved by the non-transferring Owner, provided the Transfer is for 50% or less in ownership interest of Franchisee and the Office, and provided further this subsection (d) may be used for only one (1) Transfer; or
  - (e) If Franchisee is a natural person and the Transfer is by Franchisee to a legal entity in which Franchisee owns and controls a majority interest and in which any other Owners of that entity have been approved in writing by Franchisor.
- **8.03** Transfers Requiring Consent. For any proposed Transfer that is not listed in Section 8.02, the transferor may complete the proposed Transfer only after giving Franchisor advance notice as provided in Section 8.04 and Franchisor does not disapprove as noted in Section 8.05 below.

- **8.04** Advance Notice for Permitted and Control Transfers. Franchisee must give Franchisor written notice at least sixty (60) days before the effective date of any proposed Transfer, regardless of whether the Transfer is a Permitted Transfer or a Control Transfer. The notice must include all details of the proposed terms of Transfer, including but not limited to a complete copy of the documents and information provided by Franchisee and/or the Owner(s) to the proposed transferee and a copy of the documents and information provided by the proposed transferee to Franchisee and/or the Owner(s). Failure or delay in giving notice of a proposed Transfer will not deprive Franchisor of any of its rights in this Article 8, and may subject Franchisee to liquidated damages (referenced in Article 11(j) below).
- Notice of Intent to Transfer and Waiver of Franchisor's Right of First Refusal. If the Franchisee develops an Intent to Transfer, the Franchisee must present Franchisor with a written "Notice of Intent to Transfer" as soon as possible after the Intent to Transfer first arises, specifying, to the extent available, what will be sold, the Franchisee's desired minimum sale price, and a proposed timeline or closing date. Upon Franchisor's written confirmation of receiving the Franchisee's Notice of Intent to Transfer, Franchisee shall be deemed to have granted to Franchisor the exclusive right, for sixty (60) days, to review the information submitted with the Notice of Intent to Transfer, enter into any appropriate confidentiality and non-disclosure agreements with Franchisee to secure the release of additional financial and other information pertaining to the Office, otherwise coordinate with Franchisee, and determine whether Franchisor, a third party independent optometrist or optometrist group may extend a non-binding letter of intent offering to purchase either the Office or substantially all of the Office's assets (a "Letter of Intent"). Once the Franchisor has either (1) presented a non-binding Letter of Intent to the Franchisee, or (2) indicated that no offer can be made at the present time, then Franchisor will waive its right of first refusal (referenced in Section 8.09 below) and its right to liquidated damages upon early termination of this Agreement (referenced in Article 11(j) below) for all Transfers that may occur during the following six (6) month period, should the Franchisee decide to pursue other offers after the expiration of Franchisor's exclusive sixty (60) day period to make the first offer for the Office. Upon Franchisee's request, Franchisor may agree to extend its waiver for a period not to exceed twelve (12) months from the date on which Franchisee provided its Notice of Intent to Transfer, with such agreement by Franchisor not to be unreasonably withheld. Franchisor may not require a full sixty (60) days to arrive at its decision whether a Letter of Intent can be offered to Franchisee, and in such cases, Franchisor shall waive the remainder of its exclusive evaluation period to allow the Franchisee to pursue other opportunities to Transfer the office, along with waiving Franchisor's right of first refusal and right to liquidated damages as discussed above.
- **8.06 Reasons for Disapproval.** Franchisor may disapprove a proposed Transfer if, in its sole discretion, the proposed transferee is a person or entity which does not meet Franchisor's then-current qualifications for new VISION SOURCE<sup>®</sup> franchise applicants or associate membership in the Network or is a competitor of Franchisor or the Network. If Franchisor does not notify Franchisee that the Transfer is not approved within thirty (30) days after it receives the Transfer notice from Franchisee and all other information required by Section 8.04, the Transfer will be deemed approved, subject to satisfaction of the conditions in Section 8.07.
- **8.07 Transfer Requirements.** If Franchisor tentatively approves (or is deemed to have approved) a proposed Transfer under Section 8.05, the requirements for that Transfer are:
  - (a) For a Control Transfer, Franchisor has waived or declined to exercise its right of first refusal under Section 8.09;
  - (b) For a Control Transfer, signing and delivery by the transferee of either (i) Franchisor's then-current form of franchise agreement, for an initial term equal to the time remaining in the term of this Agreement as of the Transfer; or, at Franchisor's sole option (ii) a written assumption of this Agreement. If Franchisor elects clause (i), and the Royalty rate stated

in the then-current form of franchise agreement differs from the Royalty rate under this Agreement, the new franchise agreement will be amended to provide that the Royalty rate under this Agreement remains in effect. All other terms of this Agreement may change in the new franchise agreement, including but not limited to the definition of the Territory. All applicable supplemental agreements attached to the franchise agreement or disclosure document, including guaranties, must also be signed by the transferee or its owners.

- (c) Signing by Franchisee and all Owners of a special release of claims, except claims based on representations made in any disclosure document furnished to Franchisee and non-waivable statutory claims, against Franchisor and Franchisor's Owners, subsidiaries, affiliates, agents and employees in the form of Exhibit C to this Agreement.
- (d) Payment of all of Franchisee's Obligations to Franchisor and Franchisor's subsidiaries and affiliates, including, but not limited to, all Royalties based on Gross Receipts through the date when the Transfer takes effect.
- (e) Cure of any other defaults under this Agreement and any other agreement(s) between Franchisor or its subsidiaries and affiliates and Franchisee and its affiliates.

If Franchisee does not complete the approved Transfer within ninety (90) days after Franchisor's approval, or if there are material changes in the terms of the Transfer, Franchisor's approval will be void and Franchisee must once again comply with all applicable provisions of this Article 8 for the proposed Transfer.

- 8.08 Transfer Upon Death, Disability or Mental Incompetency. Transfers upon death, disability or mental incompetency will be subject to the same conditions as any other proposed Transfer. If the heirs, legatees or personal administrator of any person who held an interest subject to the restrictions of this Article 8 fail to comply with all the requirements of this Article 8, then the executor, administrator, or personal representative of the deceased, disabled or incompetent Franchisee or Owner (provided adequate provision has been made for operation of the Office and the estate of Franchisee or Owner has assumed in writing the deceased, disabled or incompetent individual's Obligations under this Agreement) will have six (6) months from receipt of notice of Franchisor's disapproval of the heirs, legatees or personal representative to dispose of the individual's interest in Franchisee or the franchised Office, subject to Section 5.04 and to all terms and conditions for Transfer in this Agreement.
- Franchisor's Right of First Refusal on Certain Control Transfers. For any proposed Control Transfer that is not within Section 8.02, Franchisor will have the right to match the purchase price offered by the proposed transferee and to substitute Franchisor as the buyer in the transaction. Any confidentiality, non-disclosure, "no shop" or similar commitment by Franchisee and/or the Owners to any third party will not apply to Franchisor's rights under this Section. Franchisor may assign its right of first refusal to someone else either before or after Franchisor exercises the right. Franchisee must provide a true and complete copy of the term sheet, letter of intent, proposed purchase agreement, assignment document, description of financing or other contingencies, and any other documents reasonably necessary to support a prudent business decision on whether to exercise the right of first refusal. Franchisor must give written notice of its intent to purchase within thirty (30) days after Franchisor receives all information Franchisee is required to provide. Franchisor need not match non-price terms offered by the proposed transferee (such as post-closing employment terms, non-compete terms, escrow amounts and time periods, etc.), provided Franchisor offers reasonably equivalent economic value overall. If the prospective transferee's purchase price includes any non-cash consideration (e.g., equipment or real estate), Franchisor may substitute the reasonable equivalent in cash. Franchisor and Franchisee will jointly name an independent appraiser if they cannot agree on the reasonable equivalent in cash within a reasonable time. The independent appraiser's determination will be binding, and Franchisor and Franchisee will each pay

half of the cost of the independent appraiser. Franchisor will have thirty (30) days after receipt of the appraiser's determination to decide whether to proceed with the purchase.

- (a) If Franchisor exercises its right of first refusal, the closing will take place within sixty (60) days unless the Parties mutually agree to a later closing date. Franchisor will be entitled to all customary representations and warranties received by the buyer in similar transactions, including, without limitation, representations and warranties as to ownership, condition of and title to assets, liens and encumbrances on the assets, validity of contracts and agreements, and seller's contingent and other liabilities affecting the assets.
- (b) If Franchisor elects not to exercise its rights under this Section, the transferor may complete the proposed Control Transfer after complying with Section 8.07, provided the final sale price is not less than the price at which Franchisor was entitled to purchase. If Franchisor determines that the final sale price is less than the price at which Franchisor was entitled to purchase, Franchisor may refuse to consent to the Transfer. Closing of the Transfer must occur within 60 calendar days of Franchisor's election not to exercise its rights. If closing does not occur within the 60-day period, the third party's offer will be treated as a new offer subject to Franchisor's rights in this Section.
- **8.10 No Waiver.** Franchisor's approval (or deemed approval) of a Transfer will not constitute a waiver of any claims Franchisor may have against the transferor, nor will it be deemed a waiver of Franchisor's right to demand full compliance with the terms of this Agreement by the transferee.

### ARTICLE 9. PRESERVATION OF NAMES AND MARKS

- **9.01 Franchisor's Title.** Except for the franchise granted in this Agreement to Franchisee of the right to use the Names and Marks as provided in this Agreement, nothing in this Agreement may be construed as an assignment or grant to the Franchisee of any right, title or interest in or to the Names and Marks. Franchisee expressly acknowledges Franchisor's rights in the Names and Marks and agrees not to contest, directly or indirectly, (i) Franchisor's ownership, title, right, or interest in the Names and Marks; (ii) the validity of this franchise; or (iii) Franchisor's right to register, use, or franchise others to use the Names and Marks.
- **9.02 Franchisee's Use.** Franchisee will use the Marks only for the operation of the Office at the Designated Location during the term of this Agreement.
- **9.03** Notice of Registration. Franchisee agrees that, in each instance where the Names and Marks or the words "Member of the VISION SOURCE® Network" are used by Franchisee, that use will include the "®" symbol for statutory notice of ownership.
- **9.04** Quality of Services and Products. Franchisee agrees that the services and products it provides will be of high standards, style, appearance and quality as to be adequate and suited to the protection and enhancement of the Names and Marks and the Network.
- **9.05** Conflicts with Franchisor. Franchisee and Franchisee's Owners agree they will not apply for any copyright, trademark or patent protection which could affect Franchisor's ownership and/or use of the Names and Marks, nor file any document with any governmental authority or take any action which could affect Franchisor's ownership and/or use of the Names and Marks nor will Franchisee assist anyone else in so doing.
- **9.06 Confidential Information.** Franchisee and Franchisee's Owners acknowledge and agree that all aspects of the System, including but not limited to all details and information relating to Franchisor's services, programs, the Cooperative Buying Program, all data from Cooperative Buying Program transactions and other information, knowledge, or know-how received by Franchisee from access to the System and the Network, as provided in this Agreement, is the confidential and proprietary information ("Confidential Information") of Franchisor. Franchisee and Franchisee's Owners agree that

the Confidential Information will be used only for the management and operation of the Office during the term of this Agreement and for no other purpose.

Throughout the term of this Agreement and for three (3) years following the nonrenewal, termination or Transfer of this Agreement or the Office, Franchisee and Franchisee's Owners:

- (a) agree that the Confidential Information will not be used for the negotiation of special pricing and/or purchase concessions from any vendor, whether that vendor is participating in the Cooperative Buying Program or not; and
- (b) will take reasonable steps to ensure all Confidential Information is kept confidential; provided, however, that during the term of this Agreement, Confidential Information may be disclosed to those Owners and employees of Franchisee who critically need to know that Confidential Information in relation to the management and operation of the Office, on the condition each Owner or employee is informed by Franchisee of the confidential and proprietary nature of that Confidential Information and of the confidentiality undertakings of this Agreement and agrees to be bound by the terms of this Section.

Franchisee and its Owners will be responsible for any breach of this Section 9.06 by Franchisee's employees or agents. The term "reasonable steps" means the steps that Franchisee and its Owners take to protect its and their own, similar confidential and proprietary information, which will not be less than a reasonable standard of care.

- **9.07 Unauthorized Use by Third Parties.** Franchisee must notify Franchisor immediately in writing if Franchisee learns of any unauthorized use of all or any part of Franchisor's System or the Names and Marks. Franchisee must promptly notify Franchisor in writing of any claim, demand, or suit against Franchisee or against its Owners for their use of the System or the Names and Marks. In any action or proceeding arising from or for that claim, demand, or suit, Franchisor may select legal counsel and may control the proceedings.
- **9.08** Change in Marks. Franchisor may change the Names and Marks and the specifications for their use upon reasonable notice to Franchisee. Franchisee must promptly conform, at Franchisee's own expense, to those changes.

### **ARTICLE 10. TERMINATION OF AGREEMENT**

- **10.01 Events Permitting Termination.** This Agreement may be terminated prior to the expiration of the Initial Term or any renewal term only in the following manner and for the following reasons:
  - (i) Upon the mutual written agreement of Franchisor and Franchisee.
  - (ii) In the Initial Term only, by Franchisee effective any day during the nineteenth (19th) full calendar month of the Initial Term; provided Franchisee gives Franchisor written notice, in the form of Exhibit D to this Agreement, that is received by Franchisor no later than the first (1<sup>st</sup>) day of the fifteenth (15<sup>th</sup>) month of the Initial Term. By way of example, for an Initial Term starting in January, Exhibit D would need to be received by Franchisor no later than March 1 (the 1<sup>st</sup> day of the 15<sup>th</sup> month of the Initial Term) of the following year to secure a termination in July (the 19<sup>th</sup> month of the Initial Term). However, if Franchisee fails to pay all amounts due and owing by Franchisee under this Agreement, through the effective date of that termination, including but not limited to all Royalty fees, late fees and interest, or, if Franchisee fails to satisfy the conditions stated in the written notice in the form of Exhibit D to this Agreement, then that termination by Franchisee under this subparagraph will be null and void and this Agreement will continue throughout the remainder of the Initial Term, as otherwise provided in this Agreement.

- (iii) By Franchisee if Franchisor fails to perform any material obligation or to comply with any material requirement imposed on it by this Agreement; provided however, that Franchisee promptly gives Franchisor written notice no later than one (1) year after the occurrence of that default enumerating all alleged deficiencies and Franchisor does not cure the default within sixty (60) days after it receives the notice from Franchisee (failure to give notice will constitute a waiver of that alleged default).
- (iv) By Franchisor if Franchisee fails, refuses, or neglects (a) to pay promptly any amounts owed to Franchisor or its subsidiaries or affiliates when due, and that failure continues for fifteen (15) days after receipt of written notice from Franchisor, or (b) to submit the financial information or other reports required by Franchisor under this Agreement or by any other agreement between Franchisee and any subsidiary or affiliate of Franchisor, or makes any false statements in connection therewith, and that failure continues for fifteen (15) days after receipt of written notice from Franchisor.
- (v) By Franchisor if any of the following events occur; provided, however, that Franchisor gives Franchisee written notice of that event setting forth the basis and Franchisee does not cure that event within sixty (60) days after it receives notice from Franchisor:
  - (a) Franchisee (except as otherwise provided in subsection (iv) of this Section) fails to perform any other obligation or comply with any other requirement imposed on it by this Agreement.
  - (b) Franchisee permits a final judgment exceeding five thousand dollars (\$5,000.00) to remain unsatisfied and of record for over thirty (30) days after that judgment is rendered and levied against Franchisee.
  - (c) A final judgment is entered in a suit against Franchisee to foreclose any lien or mortgage relating to any indebtedness of Franchisee for the Office.
  - (d) Any loss or suspension of the optometrist's or ophthalmologist's professional license by any person performing services at the Office or the failure of Franchisee to secure and maintain all other licenses, permits and certificates necessary for Franchisee's operation of the Office or as otherwise required by this Agreement.
- (vi) By Franchisor (in Franchisor's sole discretion), upon written notice to Franchisee and with no cure rights, if any of the following events occur:
  - (a) Franchisee or any of the Owners, by act or omission, materially and substantially impairs the goodwill associated with the business of Franchisor or its subsidiaries or affiliates or with the Name and Marks.
  - (b) Franchisee or any of its Owners has any direct or indirect interest in the ownership or operation of any business confusingly similar to the System or Network or that uses all or any part of the System or the Names and Marks without written authorization from Franchisor.
  - (c) Franchisee commits a default of this Agreement and Franchisor has twice previously given Franchisee written notice of the same type of default within the preceding twelve (12) months, whether or not Franchisee has cured the defaults.
  - (d) Franchisee acts without Franchisor's prior written approval or consent regarding a matter for which this Agreement expressly requires Franchisor's prior written approval or consent.
  - (e) Franchisee or any of its Owners breach the confidentiality provisions stated in Section 9.06.

- (f) Any proceeding is instituted by or against Franchisee by a court of competent jurisdiction which seeks (i) to adjudicate Franchisee a bankrupt or insolvent, (ii) the liquidation, winding up or reorganization of Franchisee under any law relating to bankruptcy, insolvency or reorganization, or (iii) the entry of an order to appoint a receiver of Franchisee, and the proceeding is not dismissed or stayed within sixty (60) days after its commencement.
- (g) Franchisee is required, under a final order of any court or governmental agency or department, to cease or materially restrict the operation of the Office due to violating any statute, ordinance, rule or regulation imposed by any governmental entity.
- (h) Franchisee has not, as of the one hundred eightieth (180th) day after the Start Date, opened the Office or Franchisee closes the Office and the Office remains closed for a period over thirty (30) days.
- (i) Franchisee or any of its Owners assign or attempt to assign any rights or delegate any duties under this Agreement without first obtaining Franchisor's prior written consent to a corresponding assignment of this Agreement or in any other manner not authorized by this Agreement.
- (j) Franchisee or any of its Owners conduct a Transfer, as defined in Article 8, without first obtaining Franchisor's written consent to that Transfer.
- (k) Any administrative, investigative, judicial or other similar action or proceeding is commenced by or with any Federal, State or local optometric or ophthalmologic licensing agency or board empowered to monitor or regulate compliance with the statutes, rules, regulations and codes of professional ethics governing the optometric industry against Franchisee or its licensed optometric or ophthalmologic personnel, and that action or proceeding is not dismissed or stayed within sixty (60) days after its commencement.
- (l) Franchisee or any of its licensed optometric or ophthalmologic personnel is convicted in a court of competent jurisdiction of an offense, substantially related to the Office, punishable by a term of imprisonment over one year; or Franchisee or any of its licensed optometric or ophthalmologic personnel enters a plea of guilty or no contest to a charge it/he/she committed that offense.
- (m) Franchisee or any of its Owners (except as otherwise provided in subsection (iv) of this Section) willfully falsifies any other record or report required to be submitted to Franchisor under this Agreement or any other related Agreement or document.
- (n) Franchisee or any of its Owners are excluded from participation in any federal health care program, or debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
- **10.02 Effect on Other Agreements.** If Franchisee is in default of its Obligations beyond any applicable cure period specified in Section 10.01 and Franchisor terminates this Agreement, Franchisor, at its option, may elect to terminate any other agreement between Franchisor (including Franchisor's subsidiaries and affiliates) and Franchisee relating to: (i) the Office and (ii) any one or more other optometric office(s) and/or franchised offices of the Franchisee or subsidiaries or affiliates of Franchisee. Termination will be effective immediately upon receipt of notice by Franchisee, and Franchisee will then be obligated to comply with Article 11 regarding the terminated Office and other optometric office(s).

### ARTICLE 11.

### OCCURRENCES UPON EXPIRATION, NON-RENEWAL OR TERMINATION

On expiration or termination of this Agreement or an approved Transfer of the Office, Franchisee and the Owners of Franchisee will promptly take the following actions:

- (a) immediately and permanently cease using the System and the Names and Marks in all forms of media, including but not limited to websites and all forms of social media, and not use similar or confusingly similar trade names, trademarks, service marks, logotypes or other commercial symbols;
- (b) discontinue representing itself as a franchisee of the System and the Names and Marks and a member of the Network;
- (c) pay all amounts due and owing to Franchisor through the date of expiration, Transfer or termination, including but not limited to its pro rata share of accrued costs of any advertisements or promotional materials developed or placed by Franchisor or its subsidiaries or affiliates for Franchisee prior to the termination, even if it continues after the termination date;
- (d) return all Confidential Information and Marketing Materials in Franchisee's actual or constructive possession received during the term of the Agreement;
- (e) cease holding itself out to the public as a present or former franchisee or operator of an eye care establishment under the System and the Names and Marks, as a member of the Network, or in any way associated therewith;
- (f) prevent, at Franchisee's expense, the operation of any business at the location of the Office by Franchisee or others in violation of this Article 11, including, without limitation, removal of all distinctive signs and emblems, and removal all references to Franchisor, the System and the Names and Marks from Franchisee's websites, social media platforms, or directories of any kind;
- (g) if any of the telephone numbers for the Office are listed under the Names and Marks or the Network in any white or yellow page directory or other marketing or advertisements wholly or partially paid for by a local marketing group, Franchisee may continue to use the current telephone numbers for the Office but only if Franchisee continues to timely pay to Franchisor, Franchisee's pro-rata share of those white or yellow page directory or other marketing or advertisement charges;
- (h) take action to cancel any assumed names, internet domain names, email addresses or equivalent registration(s) or social media or mobile network identifiers that contain(s) all or any part of the Names and Marks or any variation or any other service mark or trademark of Franchisor, and Franchisee will furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within ten (10) days after termination or expiration of this Agreement or Transfer of this Agreement or the Office;
- (i) notify every vendor from whom Franchisee has obtained any purchase discounts and/or price concessions in the Cooperative Buying Program and every payer under any insurance plan or managed care program in which Franchisee participates as a contracted provider, that Franchisee is no longer a member of the Network; and
- (j) if Franchisor terminates this Agreement under subparagraph (iv), (v) or (vi) of Section 10.01, or Franchisee terminates or repudiates this Agreement (including terminations under subparagraph (i) of Section 10.01, and excepting those terminations under subparagraph (ii) or (iii) of Section 10.01), Franchisee must pay Franchisor within thirty (30) days following the date of termination, as liquidated damages ("Liquidated Damages"), an amount equal to the accrued Royalties during the immediately preceding twenty-four (24) full calendar months or the

number of months remaining in the term of this Agreement at the date of termination, whichever is less. If Franchisee has been operating under this Agreement for less than twenty-four (24) months, then the amount will be the average monthly Royalty since the Start Date multiplied by twenty-four (24). Franchisee will also pay any taxes assessed on the payment. Regardless of the above computation, Liquidated Damages will not be less than one thousand dollars (\$1,000.00.00) per month. Liquidated Damages are paid in place of Franchisor's claim for lost future Royalties under this Agreement. Franchisor's right to receive other amounts due under this Agreement is not affected. If this Agreement is terminated because of either Party's material default, the rights described in this Section may not be the injured Party's exclusive remedies, but will instead supplement any other equitable or legal remedies available.

### ARTICLE 12. INDEMNIFICATION BY FRANCHISEE

Franchisee agrees to indemnify, defend and hold harmless Franchisor, its officers, directors, shareholders, employees, contractors, administrators, agents, heirs, successors, assigns, and representatives (collectively, "Related Persons") against any and all claims, suits, losses, judgments, damages, and liabilities, including but not limited to malpractice of Franchisee or Franchisee's officers, directors, shareholders, or employees or the negligence of Franchisee, Franchisor, or Related Persons, including the cost of any investigation, legal, and other expenses in connection with and any amount paid in settlement of any claim, action, suit, or proceeding (collectively called "Claims") to which Franchisor or the Related Persons may become subject, but only if those Claims:

- (a) arise out of or are based upon any facts and circumstances relating, directly or indirectly, to Franchisee's operations and business activities, or
- (b) arise out of or are in connection with:
  - (i) any allegedly unauthorized use by Franchisee of the System or the Names and Marks;
  - (ii) allegedly defective products;
  - (iii) alleged professional errors or omissions of Franchisee or Franchisee's officers, directors, shareholders, employees, agents or contractors; or
  - (iv) any breach of this Agreement by Franchisee.

This right to indemnification is in addition to any other rights or remedies available to Franchisor, including the right to sue Franchisee for a misrepresentation, breach of warranty, or breach of covenant under this Agreement. If Franchisor is made a party to a legal proceeding in connection with Franchisee's acts or omissions, Franchisor may hire counsel to protect Franchisor's interests and bill Franchisee for all expenses and fees Franchisor incurs. Franchisee must promptly reimburse Franchisor for those expenses and fees.

### ARTICLE 13. FINANCIAL REVIEW RIGHTS

In addition to its right to request financial information under Section 5.08 above, Franchisor may review Franchisee's books and records, including Franchisee's tax returns and financial data, including such information stored on Franchisee's business computer system, during normal working hours, to ensure Franchisee's compliance with its Obligations under this Agreement. Franchisee must take all commercially reasonable steps to exclude from the review process information considered "protected health information" under the Health Insurance Portability and Accountability Act. If Franchisor determines it is not commercially reasonable for Franchisee to exclude the protected health information, Franchisor and/or its reviewer must sign and deliver business associate agreement(s), as required by law, before conducting the review. Any review will be at Franchisor's sole cost and expense, unless the results

of the review show that, during the review period, Franchisee understated its Gross Receipts by more than the lesser of thirty thousand dollars (\$30,000.00) or five percent (5%) of its actual Gross Receipts as revealed by the review, in which case Franchisee will, in addition to paying all delinquent Royalty fees, including interest, reimburse Franchisor for all costs and expenses of the review. If Franchisee fails to provide Franchisor with the requested financial information by the due date specified by Franchisor, Franchisor may send a person to the Office, during normal business hours, to inspect, review and photocopy the requested financial information and Franchisee will, in addition to paying all delinquent Royalty fees, including interest, reimburse Franchisor for all costs and expenses of the review. If Franchisee contests the findings by Franchisor in its review, Franchisee will hire, at Franchisee's sole cost and expense, an independent, certified public accountant acceptable to Franchisor to review Franchisee's books and records, and Franchisor agrees to be bound by that review. Franchisor further agrees that any certified public accounting firm of nationally recognized standing will be acceptable to it.

### **ARTICLE 14. DISPUTE RESOLUTION**

### 14.01 Negotiation and Mediation.

- **14.01.1 Agreement to Use Procedures.** Franchisor, Franchisee and the Owners and guarantors of the Franchisee have reached this Agreement in good faith and in the belief it is mutually advantageous to them. In the same spirit of cooperation, they pledge to resolve any dispute without litigation or arbitration. Subject to Section 14.01.3, they agree that, if any dispute arises between them, before beginning any legal action or arbitration to interpret or enforce this Agreement, they will first attempt to negotiate a settlement and, if either Party files a mediation proceeding, they agree to participate in the mediation. Good faith participation in these procedures to the greatest extent reasonably possible is a precondition to maintaining any legal action or arbitration to interpret or enforce this Agreement.
- **14.01.2 Initiation of Procedures.** The Party that initiates these procedures ("<u>Initiating Party</u>") must give written notice to the other Party, describing the dispute, specifying the Initiating Party's claim for relief, and identifying one or more people with authority to settle the dispute for him, her, or it. The Party receiving the notice ("<u>Responding Party</u>") has ten (10) days within which to designate by written notice to the Initiating Party one or more people with authority to settle the dispute on the Responding Party's behalf. These people are called the "Authorized People."
- **14.01.3 Direct Negotiations.** The Authorized People may investigate the dispute as they consider appropriate, but agree to meet in person, by prearranged teleconference, or by video conference within fourteen (14) days from the Initiating Party's written notice to discuss resolution of the dispute. The Authorized People may meet at any times and places and as often as they agree. Each Party will pay its own costs for these negotiations.
- **14.01.4 Mediation.** If the dispute has not been resolved within thirty (30) days after the initial meeting, either Party may, at its option, begin mediation procedures. Mediation will be conducted in Harris County, Texas by and under the mediation rules of a dispute resolution organization which Franchisor, in its sole discretion, designates ("<u>ADR Organization</u>"). Franchisor will pay the mediator's fee for the first four (4) hours of mediation. After that, the Parties will equally share the costs of mediation, other than their own attorney fees.
- **14.02 Arbitration.** Except as provided in Section 14.03, any dispute relating to this Agreement or the relationship between Franchisor and Franchisee and the Owners, if not settled by negotiation or mediation, must be determined by arbitration under the rules for commercial arbitration of the ADR Organization, as varied by the express provisions of this Agreement. Any issue regarding arbitrability of a claim or the enforcement of this Article will be governed by the Federal Arbitration Act and the federal common law of arbitration. Franchisor and Franchisee will designate their selection of a single neutral

arbitrator, from among those suggested arbitrators identified by the ADR Organization. If the Parties have not submitted their selection of arbitrators in order of preference from among the list provided by the ADR Organization, timely within the period designated by the ADR Organization, the arbitrator will be appointed by the ADR Organization. Unless otherwise agreed by the Parties, all arbitration proceedings will be held in Harris County, Texas. Discovery will be to the extent permitted by the designated arbitrator. If proper notice of any hearing has been given, the arbitrator will have full power to take evidence or to perform any other acts to arbitrate the matter absent any Party who fails to appear and may, if appropriate, decide the matter on documents only. The Parties to this Agreement waive the making of a record, written or recorded, of any and all arbitration proceedings. An arbitration proceeding under this Agreement will be conducted on an individual (not a class-wide) basis and may not be consolidated with any other arbitration proceedings to which Franchisor is a party. The arbitrator will base his or her decision and award on the terms and conditions of this Agreement and the law, common and statutory, governing this Agreement. The award may include money damages (including Liquidated Damages as provided in Section 11(j)), specific performance and injunctive relief, and the arbitrator may award the prevailing party (as determined by the arbitrator) part or all of its reasonable costs and attorneys' fees for the proceeding; however, the arbitrator is not empowered to award punitive, exemplary, or other consequential damages. The arbitrator will issue a written, reasoned decision containing findings of fact and conclusions of law and explaining the manner in which any awarded damages are calculated. The arbitrator will not have authority to extend, modify or suspend any of the terms of this Agreement. A request for arbitration will not operate to stay, postpone or rescind the effectiveness of a demand for performance or a notice of termination or of non-renewal of this Agreement. The arbitrator may award interest from the date of any damages for breach or other violation of this Agreement, until paid in full, at a rate to be fixed by the arbitrator, but in no event less than 12% per annum or the maximum rate permitted by law, whichever is less. The decision and award of the arbitrator will be conclusive and binding upon all Parties to the arbitration. Judgment upon any award(s) rendered by the arbitrator may be entered in any court having jurisdiction. Each party waives any objection it may have to venue in those courts, waives any claim the proceedings have been brought in an inconvenient forum, and waives the right to assert that the court does not have jurisdiction over the Party. If the award is upheld by a court of competent iurisdiction in a proceeding by either Party to enforce the award or to challenge the award, the Party challenging the award or resisting its enforcement must pay, to the extent permitted by law, all reasonable costs, legal fees, and expenses incurred by the Party defending the award or seeking its enforcement, with interest on the award from its issuance as determined by the court.

### **14.03 Exceptions.** Notwithstanding Sections 14.01 and 14.02:

- (a) Nothing in this Agreement will bar either Party's right to obtain preliminary injunctive relief in court against any conduct or threatened conduct that causes or will cause it loss or damages pending arbitration of a covered dispute under Section 14.02, under the usual equity rules, including the rules for obtaining restraining orders and preliminary injunctions.
- (b) Nothing in this Agreement will be deemed to bar Franchisor or Franchisee from seeking declaratory relief or preliminary and permanent injunctive relief and/or damages in court regarding: (i) the ownership, validity, use, misuse or infringement of the Names and Marks or other intellectual property of Franchisor; (ii) actual or threatened disclosure or misuse of Confidential Information or trade secrets; or (iii) enforcement of Franchisee's post-termination obligations in Article 11.
- (c) Nothing in this Agreement precludes Franchisor or Franchisee from bringing collection proceedings before the courts designated in Section 14.04 if a Party is over sixty (60) days late in paying any sums due under this Agreement or any other agreement between Franchisee and Franchisor or its subsidiaries or affiliates.

- **14.04 Jurisdiction and Venue.** For any litigation permitted by this Agreement, Franchisor, Franchisee and the guarantors consent to personal and subject matter jurisdiction and venue in the State and Federal Courts having power and authority within or including Harris or Montgomery County, Texas. Jurisdiction and venue in these courts will be exclusive except with respect to enforcement of an arbitration award as provided in Section 14.02. Nothing will be deemed to bar either Franchisor's or Franchisee's right to remove proceedings from State to Federal Court. The Parties waive all objections to personal jurisdiction and venue of the ADR Organization and the foregoing courts to carry out this Article.
- **14.05** Governing Law. This Agreement is governed by and will be interpreted under the laws of the State where the Office is located, except that: (i) the arbitration clause (Section 14.02) will be exclusively governed by and construed according to the Federal Arbitration Act, and (ii) trademark rights will be governed by and construed according to the Lanham Act.
- 14.06 Waiver of Exemplary Damages. The Parties waive to the fullest extent permitted by law any right to or claim of any punitive, exemplary, multiple, or consequential damages against the other, except that (a) Franchisor does not waive its right to: (i) Liquidated Damages under Section 11(j); (ii) any damages permitted by the Lanham Act; or (iii) indemnification under Article 12 for any such damages claimed or awarded against Franchisor or Related Persons; and (b) neither Party waives its right to seek reimbursement of attorneys' fees and costs as provided in this Agreement.
- **14.07 Remedies Nonexclusive.** Except as expressly provided in this Article 14, no right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is exclusive of any other right or remedy under this Agreement or by law or equity provided or permitted, but each will be cumulative of every other right or remedy.
- 14.08 Attorney's Fees. In any litigation under Section 14.03, the prevailing party (as determined by the court) will be entitled to recover its reasonable attorneys' fees and other costs incurred for the proceeding.

### **ARTICLE 15. NOTICES AND OTHER COMMUNICATIONS**

All notices, requests or other communications required or permitted under this Agreement:

- (a) must be in writing; and
- (b) will be given and deemed to have been served if (i) delivered in person to the address set forth below for the Party to whom the notice is given; or (ii) placed in the United States certified mail, postage prepaid, return receipt requested, addressed to that Party at their address as set forth below (which will be deemed given on the earlier of 3 business days after being so mailed, the date of actual receipt, or the date delivery is refused); or (iii) deposited into the custody of a nationally recognized overnight courier service for overnight delivery, addressed to that Party at their address set forth below (which will be deemed given on the earlier of the next business day following the deposit, the date of actual receipt, or the date delivery is refused); or (iv) telecopied, emailed with pdf attachment, or sent by other form of electronic transmission to that Party, provided the sending Party has received confirmation that the telecopy or electronic transmission has been successfully transmitted and, in addition, a copy of the notice is sent by one other form of delivery provided above.

The addresses and telecopier numbers of the Parties are:

Franchisor: Vision Source, LLC

23824 Highway 59 North Kingwood, Texas 77339 Telephone: (281) 312-1111

Fax: (281) 312-1153

Email: Legal@VisionSource.com

Franchisee: «Comp Legal Name»

(Franchisee's Legal Name)

«DBA Name»

(Doing Business As)

«Comp Address L1», «Comp Address L2»

(Street Address)

«Comp City», «Comp ST» «Comp Zip»

(City, State & Zip Code)

«Mailing\_Address L1», «Mailing Address L2»

(Mailing Address, if different)

«Mail City», «Mail ST» «Mail Zip»

(City, State & Zip Code)

Telephone: «Comp Phone»

Fax: «Comp Fax»

Email: «Comp Email Address»

Any Party may change its address for notices by giving written notice of that change of address to the other Party as specified in this Article 15. Notices will be deemed given when sent under this Article 15.

### **ARTICLE 16. ACKNOWLEDGMENTS**

16.01 Independent Investigation. Franchisee acknowledges that Franchisee has conducted an independent investigation of the business franchised by this Agreement, and recognizes that the business venture contemplated by this Agreement involves business risks and its success will be dependent, in a significant part, upon the individual ability of Franchisee and/or its Owners. Franchisor expressly disclaims making, and Franchisee acknowledges that no claims of success have been made to it prior to signing this Agreement and that Franchisee has not received, any warranty or guarantee, express or implied, on the potential volume or profits of the business venture contemplated by this Agreement or on the suitability of the Designated Location for the Office; provided, however, that nothing in this or any related agreement disclaims the written representations Franchisor made in the Franchise Disclosure Document that Franchisor delivered to Franchisee. Franchisee acknowledges that Franchisor's approval of Franchisee's Designated Location and/or the Office does not constitute recommendation or endorsement of the location of the Office, nor any assurance by Franchisor that the operation of an eye care center at the Designated Location will be successful or profitable.

16.02 Receipt of Documents. Franchisee acknowledges that Franchisor or its agent has provided Franchisee with a Franchise Disclosure Document not later than the earlier of fourteen (14) calendar days before the execution of this Agreement, or fourteen (14) calendar days before any payment of any consideration to Franchisor for this sale of a franchise. Franchisee further acknowledges that Franchisee has read that Franchisee Disclosure Document and understands its contents. Franchisee further

acknowledges that Franchisor has provided Franchisee with a copy of this Agreement and all related documents containing all material terms, at least seven (7) calendar days prior to Franchisee's execution of this Agreement.

Franchisee acknowledges it has had ample opportunity to consult with its own attorneys, accountants and other advisors and that the attorneys for Franchisor have not advised or represented Franchisee regarding this Agreement or the relationship created. Franchisee, together with its advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision regarding the franchise.

- **16.03 Organization of Franchisee.** If Franchisee is a corporation or any other authorized legal entity, Franchisee represents, warrants and covenants that:
  - (a) Franchisee is duly organized and validly existing under the laws of the State of its formation.
  - (b) Franchisee is duly qualified and authorized to do business in each jurisdiction in which its business activities, or the nature of properties owned by it, may require qualification.
  - (c) Franchisee's corporate charter, written partnership agreement or other organizational documents provide that the activities of Franchisee are confined exclusively to the operation of the Office under the System, unless otherwise consented to in writing by Franchisor.
  - (d) The signing and delivery of this Agreement and the transactions contemplated by it are within Franchisee's lawful power, and entering into the Agreement will not cause the Franchisee or Owner(s) to be in breach of any other contractual obligations.
- **16.04 Other Acknowledgments.** Franchisee does not know of any representations by Franchisor or its officers, directors, shareholders, employees, agents or servants, about the business contemplated by this Agreement that are contrary to this Agreement or the Franchise Disclosure Document. Franchisee represents, as an inducement to Franchisor's entry into this Agreement, that neither Franchisee nor any of the Owners have made any misrepresentations in obtaining this Agreement.

Franchisee knows that other present or future franchisees of Franchisor may join and operate under different agreement(s), and consequently that Franchisor's obligations and rights regarding its various franchisees may differ materially in certain circumstances.

### **ARTICLE 17. GENERAL PROVISIONS**

- **17.01 Definition of "Franchisee".** Unless otherwise specified, the term "<u>Franchisee</u>" as used in this Agreement will include the individual signatories to this Agreement; or, if Franchisee is an entity, those other persons whose names and signatures appear below and who by their execution of this Agreement agree to be personally and individually bound by all the terms by this Agreement.
- 17.02 Exclusion. Each party represents and warrants that it has not been excluded from participation in any federal health care program, or debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. Throughout this Agreement, the term "federal health care program" has the meaning set forth at 42 U.S.C. § 1320a-7b(f) and includes such programs as Medicare, Medicaid, military health care programs such as TRICARE (formerly known as CHAMPUS) and certain other government funded health care programs and plans. Each party agrees that it shall promptly notify the other parties in the event such party is excluded from participation in, or is otherwise unable to participate in, any federal health care program, or debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency, during the Term of this Agreement.

- 17.03 Entire and Only Agreement. This Agreement, all exhibits to this Agreement and all ancillary agreements executed contemporaneously with this Agreement constitute the entire agreement between the Parties referring to the matter of this Agreement and supersede all prior negotiations, understandings, representations, and agreements; provided, however, that nothing in this or any related agreement disclaims the written representations Franchisor made in the Franchise Disclosure Document that Franchisor delivered to Franchisee. Franchisee acknowledges Franchisee is entering into this Agreement, and all ancillary agreements executed contemporaneously with this Agreement, because of Franchisee's own independent investigation of the System and the Network and not because of any representations about Franchisor, the System or the Network made by Franchisor's shareholders, officers, directors, employees, agents, representatives, independent contractors or franchisees contrary to the terms in this Agreement or of any prospectus, disclosure document or other similar document required or permitted to be given to Franchisee under applicable law.
- **17.04 Amendments.** Except as provided in Section 6.02 or otherwise provided in this Agreement, no alterations, modifications, amendments or changes in this Agreement will be effective or binding upon any Party, unless the same are in writing and executed by an authorized representative of both Franchisor and Franchisee.
- 17.05 Severability. Except as provided to the contrary, each section, part, term and/or provision will be severable; and if any section, part, term or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, will not impair the operation of, or have any other effect upon, other sections, parts, terms and/or provisions of this Agreement as may remain otherwise intelligible, and the latter will continue to be given full force and effect and bind the Parties; and except for Franchisor's election rights under Section 5.04, the invalid sections, parts, terms and/or provisions will be deemed not to be a part of this Agreement.
- 17.06 Approvals in Writing. Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee will make a timely written request to Franchisor for approval or consent, and that approval or consent will be obtained in writing. Franchisor agrees to respond in a timely fashion whenever Franchisee makes a timely written request for Franchisor's prior approval or consent. Approvals given by Franchisor in this Agreement will not constitute a waiver of Franchisor's rights or Franchisee's duties under any provision.
- 17.07 No Warranties by Franchisor. Except as otherwise provided in any written agreement between Franchisor and Franchisee, Franchisor makes no warranties or guarantees upon which Franchisee may rely. Franchisor assumes no liability or obligation to Franchisee by providing any waiver, approval, consent, suggestion or consultation to or with Franchisee for this Agreement, or by any delay or denial of any request for such waiver, approval, consent suggestion or consultation.
- 17.08 No Waiver. No failure of a Party to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by the other Party with any obligation or condition, and no custom or practice of the Parties at variance with the terms, will constitute a waiver of that Party's right to demand exact compliance with this Agreement. Waiver by a Party of any default by the other Party will not affect or impair that Party's right regarding any subsequent default of the same, similar, or different nature; nor will any delay, forbearance, or omission of a Party to exercise any power or right arising out of any breach or default by the other Party of the terms, provisions, or covenants of this Agreement, affect or impair that Party's right to exercise the same.
- 17.09 Waiver of Consumer Rights and Remedies. To the extent permitted by law, Franchisee expressly waives every one of its rights and remedies arising under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Texas Business and Commerce Code (other than Section 17.555), a law that gives consumers special rights and protections. After

consultation with an attorney of Franchisee's own selection, Franchisee does voluntarily consent to this waiver. Franchisee represents and warrants it has knowledge and experience in financial and business matters that enables it to evaluate the merits and risks of the transactions contemplated by this Agreement and that it is not in a significant disparate bargaining position vis-à-vis Franchisor at the time of entering into this Agreement.

- **17.10 Survival.** The provisions of this Agreement as they relate to matters, events, or conditions occurring or existing prior to the expiration, termination, non-renewal or Transfer of this Agreement will survive the expiration, termination, non-renewal or Transfer of this Agreement. Further, Article 9 (Preservation of Names and Marks), Article 11 (Occurrences on Expiration, Non-Renewal or Termination), Article 12 (Indemnification by Franchisee), Article 13 (Financial Review Rights), Article 14 (Dispute Resolution), and Section 14.08 (Attorney Fees) will survive the expiration, termination, non-renewal or Transfer of this Agreement.
- 17.11 No Third Party Beneficiaries. Notwithstanding anything to the contrary, nothing in this Agreement is intended, nor will be deemed, to confer upon any person or legal entity other than Franchisor or Franchisee and their respective successors and assigns as contemplated by Article 8, any rights or remedies under or by this Agreement.
- 17.12 Assignment by Franchisor. Franchisor may assign this Agreement or any rights or obligations created by it without Franchisee's consent upon the following conditions: (i) Franchisor reasonably believes that the assignee can perform Franchisor's obligations under this Agreement and (ii) the assignee expressly agrees in writing to assume Franchisor's obligations under this Agreement.
- **17.13 Time is of the Essence.** Time is of the essence in all matters relating to every provision of this Agreement.
- 17.14 Gender and Number. Any reference in this Agreement to the masculine, feminine or neuter gender includes the other genders, and any reference to the singular or plural number includes the other number.
- **17.15 Captions.** The Captions in this Agreement are for reference only and will not affect the meaning, interpretation or scope of this Agreement.
- 17.16 Guaranty. Franchisee and all Owners must approve this Agreement and sign separately written guaranties of Franchisee's payments and performance in the form of Exhibit B to this Agreement. Franchisee represents and warrants that all Owners of Franchisee on the Effective Date are shown below and that Franchisee and the Owners will notify Franchisor, as provided in Article 8, of any proposed change in the Owners of Franchisee after the Effective Date.

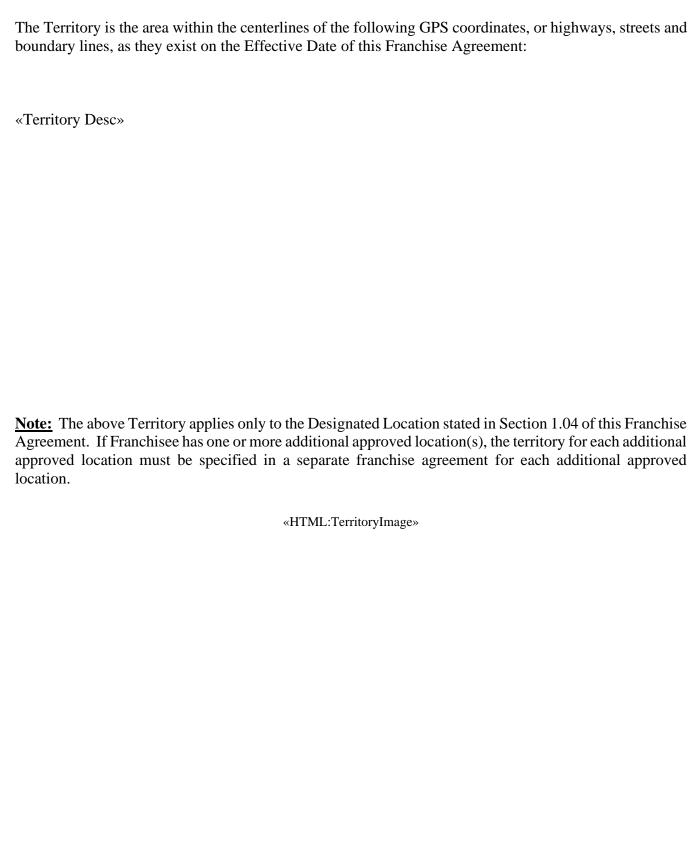
<u>«TableStart:CompOwner1»</u>«Dr FName 1» «Dr MName 1» «Dr LName 1» «TableEnd:CompOwner1»

17.17 Electronic Signing and Delivery. Whenever the written consent of any Party to this agreement is required by this Agreement, any written consent or signature page signed and transmitted by electronic means, by facsimile machine, or by scanning and transmission in PDF format by email is treated as an original document. The handwritten or electronic signature of any Party on a faxed or scanned and emailed document is considered as an original signature, and the document transmitted is considered to have the same binding effect as an original signature on an original document. No Party to this Agreement may challenge the authenticity of any document signed and delivered in compliance with this Section solely based on the method by which a document has been transmitted.

IN WITNESS WHEREOF, the Parties to this Agreement have signed this document on the dates below their signatures, in multiple counterparts, each of which will be an original for all purposes. The term of this Agreement and the period on which Royalties are assessed will begin on the Start Date specified in Section 3.01. If it has been signed and delivered by Franchisee, this Agreement will become legally binding on the date below the signature of Franchisor's signatory (the "Effective Date").

FRANCHISOR: VISION SOURCE, LLC	FRANCHISEE: «COMP LEGAL NAME»
By:	By: «TableStart:CompOwner 2»
Name: <u>Jeff Duncan</u>	Name: «Signer FName 1» «Signer MName 1»
Title: General Manager	«Signer LName 1», «Mbr Cred 1»
Effective Date:	Title: «Owner Title 1»
·	Date Signed: «TableEnd:CompOwner 2»

# EXHIBIT A TERRITORY



# EXHIBIT B GUARANTY OF FRANCHISE AGREEMENT

In consideration of, and as an inducement to, the sig	gning and delivery of the Franchise Agreement
("Agreement") with a Start Date of, 2	20, by and between Vision Source, LLC, a
Texas limited liability company ("Franchisor"), and _	
, ("Franchisee"), each of the	undersigned (each a "Guarantor") guarantees
unto Franchisor that the Franchisee will perform during	the term of the Agreement every covenant,
payment, agreement and undertaking by Franchisee contain	ed and set forth in the Agreement. Capitalized
terms not defined in this Guaranty have the same meaning	as in the Franchise Agreement.

### 1. Guarantee of Payment Obligations

(a) Franchisor, its successors and assigns, may from time to time, without notice to the undersigned (i) resort to the undersigned for payment of the liabilities and obligations of Franchisee to Franchisor (the "<u>Liabilities</u>"), whether or not Franchisor or its successors have proceeded against any other of the undersigned or any party primarily or secondarily liable on the Liabilities, (ii) release or compromise any liability of the undersigned or any liability of any party or parties primarily or secondarily liable on the Liabilities, and (iii) extend, renew or credit the Liabilities for any period (whether or not longer than the original period); (iv) alter, amend or exchange the Liabilities; or (v) give any other form of indulgence, whether under the Agreement or not.

### (b) Notwithstanding Paragraph 1(a):

- (i) With respect to Franchisee's obligation to pay Royalties to Franchisor under Article 4 of the Agreement, with respect to the Office, the dollar liability of each Guarantor will not exceed \$15,000.00; and
- (ii) If Franchisee has obtained insurance as set out in Section 5.02 of the Agreement and has named Franchisor as an additional named insured, then, with respect to Franchisee's obligation to indemnify Franchisor, its officers, directors, shareholders, employees, agents, heirs, successors, assigns, and representatives under Article 12 of the Agreement, the liability of each Guarantor will be limited to amounts not covered by applicable insurance issued to Franchisee (e.g., as a result of a deductible, stop loss retention, or liability in excess of policy limits). This paragraph is not intended to, and will not be construed to, impose any limit on Franchisee's liability for the indemnity obligations under the Agreement.

### 2. Other Obligations

The undersigned agrees to comply with and abide by all covenants and provisions of the Agreement, as they relate to the Owners of Franchisee, to the same extent as and for the same time as Franchisee must comply with and abide by those covenants and provisions, including but not limited to the covenants and provisions of Section 5.03 (Professional Status and Requirements), Section 5.10 (Practice Outside of Designated Location), Article 8 (Transfer of Interest by Franchisee), Section 9.06 (Confidential Information), Article 11 (Occurrences Upon Expiration, Non-Renewal or Termination) and Article 14 (Dispute Resolution). These obligations of the undersigned will survive any expiration or termination of the Agreement or this Guaranty. Nothing in this Guaranty: (i) limits a person's liability under or otherwise affects any separate non-compete, confidentiality, or other written agreement executed in a personal capacity by any Guarantor in favor of Franchisor; or (ii) precludes Franchisor from seeking injunctive or other equitable relief against a Guarantor.

### 3. Waivers

The undersigned waives presentment, demand, notice of dishonor, protest, nonpayment and all other notices, including without limitation: notice of acceptance, notice of all contracts and commitments; notice of the existence or creation of any liabilities under the Agreement and of the amount and terms thereof; and notice of all defaults, disputes or controversies between Franchisee and Franchisor resulting from the Agreement or otherwise, and the settlement, compromise or adjustment thereof.

### 4. **Enforcement Costs**

The undersigned agrees to pay all expenses paid or incurred by Franchisor in enforcing the Agreement and this Guaranty against Franchisee and against the undersigned and in collecting or attempting to collect any amounts due by Franchisee or the undersigned, including reasonable attorneys' fees if enforcement or collection is by or through an attorney-at-law.

### 5. Continuing Effect

Any waiver, extension of time or other indulgence granted from time to time by Franchisor, its agents, its successors or assigns, regarding the Agreement, will in no way modify or amend this Guaranty, which will be continuing, absolute, unconditional and irrevocable.

### 6. **Joint and Several Liability**

If more than one person signs this Guaranty, the term "the undersigned," as used herein will refer to each person, and the liability of each of the undersigned will be joint and several and primary.

### 7. Survival of Obligations

Upon the death of a Guarantor, the Guarantor's estate will be bound by this Guaranty, but only for obligations existing at the time of death. The obligations of the surviving Guarantors will continue in full force and effect.

GUARANTOR:
Printed Name:
Signature:
Date:
GUARANTOR:
Printed Name:
Signature:
Date:

# EXHIBIT C SPECIAL RELEASE OF CLAIMS

This SPECIAL RELEASE OF CLAIMS ("Release") is entered into by and between Vision
Source, LLC, a Texas Limited Liability Company ("Franchisor"), and, a
(" <u>Franchisee</u> "). Franchisor and Franchisee are collectively referred to as Parties.
WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement, with a Start
Date of the day of, 20 ("Franchise Agreement") for the franchised optical eye care center
at; and
WHEREAS, Franchisee desires to renew or Transfer the Franchise Agreement;

NOW, THEREFORE, as a material inducement for Franchisor to renew or Transfer the Franchise Agreement and in accordance with Article 3 of the Franchise Agreement and in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties; the undersigned Parties RELEASE AND FOREVER DISCHARGE, and by these presents do for Franchisee and Guarantor(s), and for their respective heirs, executors, legal representatives, administrators, agents, contractors, successors and assigns, RELEASE AND FOREVER DISCHARGE Franchisor, its parent, subsidiaries, affiliates and their officers, directors, attorneys, shareholders, and employees, in their corporate and individual capacities, including, without limitation, claims arising under Federal, State, and local laws, rules, and ordinances arising out of, or connected with, performing the Franchise Agreement or any other agreement between Franchisor and Franchisor's subsidiaries and affiliates and Franchisee prior to the effective date stated below.

This Release will not apply to (i) claims arising out of representations made by Franchisor in any franchise disclosure document furnished to Franchisee for the Franchise Agreement; or (ii) non-waivable statutory claims.

It is further understood and agreed there are no promises of any additional payments or of any further benefits to be received by Franchisee from Franchisor, its employees, agents, successors, assigns and/or affiliates other than the consideration recited.

The Parties unconditionally represent and warrant to one another at the signing of this Release that they have carefully read this Release, have had an opportunity to discuss its effect with counsel, and fully understand its final and binding effect;

It is acknowledged, agreed and understood we have read this Special Release of Claims and it is a complete, written statement of the terms and conditions of the Special Release of Claims.

The Parties agree and stipulate that the terms and provisions of this Release shall remain confidential, undisclosed to any person or entity other than the signatories hereto, their successors and assigns, their respective attorneys and tax consultants, the Internal Revenue Service, and as shall be reasonably necessary to the enforcement hereof.

(Signatures on next page.)

FRANCHISOR: VISION SOURCE, LLC	FRANCHISEE:
Ву:	By:
Name:	
Title:	Title:
Date Executed:	Date Executed:
	By:
	Name:
	Title:
	Date Executed:
	Guarantor(s):
	By:
	Name:
	Date Executed:
	By:
	Name:
	Date Executed:

## EXHIBIT D NOTICE OF ELECTION TO OPT OUT OF FRANCHISE AGREEMENT

This Notice of Election to Opt Out of Franchis	e Agreement ("Notice") is provided by the
undersigned ("Franchisee") to Vision Source, LLC ("Franchisee")	chisor") as provided in Section 10.01(ii) of the
Vision Source Franchise Agreement, with a Start Date of _	, 20, for the franchised Office
at	, ("Franchise Agreement").
Capitalized terms not defined in this Agreement have the s	ame meaning as in the Franchise Agreement.

### CONDITIONS FOR OPT OUT OF FRANCHISE AGREEMENT

Franchisee agrees that the following conditions must be satisfied by Franchisee for the opt out of the Franchise Agreement to be effective. Franchisee also agrees that if every condition stated in this Notice is not timely satisfied by Franchisee, Franchisee may not opt out of the Franchise Agreement and the Franchise Agreement will continue for the remainder of the Initial Term.

- 1. Franchisee is electing to opt out of the Franchise Agreement effective \_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_("Opt Out Date"), which is a date within the 19th full calendar month of the Initial Term of the Franchise Agreement.
- 2. This Notice must be given by Franchisee to Franchisor under the notice provisions in Article 15 of the Franchise Agreement.
- 3. Substitutions for this form of Notice will not constitute a valid notice under Section 10.01(ii) of the Franchise Agreement.
- 4. This Notice must be received by Franchisor at least ninety (90) days before the Opt Out Date.
- 6. Franchisee must pay all money owed to Franchisor or to any subsidiary or affiliate of Franchisor by the Opt Out Date and must timely pay the monthly Royalty, together with the sales report, for the final two (2) months of the term within forty-five (45) days after the end of the respective month, as provided in the Franchise Agreement.
- 7. Franchisee must return to Franchisor all Confidential Information, as defined in the Franchise Agreement, received during the term of the Franchise Agreement.
- 8. Franchisee must not hold itself out to the public as a present or former franchisee or operator of an eye care establishment under the Vision Source Names and Marks, as a member of the VISION SOURCE® Network, or in any way associated with Vision Source.
- 9. Franchisee must notify every vendor, from whom Franchisee has obtained any price reductions (including discounts and rebates) and also every payer under any insurance plan or managed care program in which Franchisee participates as a contracted provider, advising them that Franchisee is no longer a member of the VISION SOURCE® Network and is no longer entitled to any purchase discounts and/or price concessions available to members of the VISION SOURCE® Network or a provider in the VISION SOURCE® Network.
- 10. Franchisee must fully and timely comply with all terms and conditions of the Franchise Agreement relating to a former franchisee's obligations following a termination of the Franchise Agreement, including but not limited to Article 11 and Section 17.10 of the Franchise Agreement.

### CONDITIONS FOR CLEAR CONFIDENCE CLAUSE

In addition to satisfaction of the above requirements for the opt out of the Franchise Agreement to be effective, Franchisee agrees that the following conditions must have been satisfied during the term of the Franchise Agreement, to the reasonable satisfaction of Franchisor, in order for Franchisee to be qualified for Franchisor's Clear Confidence Clause

- 1. Franchisee has not been and is not now in default, whether cured or not, of the Franchise Agreement or any other agreement between Franchisee and Franchisor or its subsidiaries and affiliates and has timely paid each month all Royalty fees with the applicable monthly sales report.
- 2. Franchisee must have reasonably evaluated the product and service offerings from Franchisor's vendors in the Cooperative Buying Program and, when Franchisee has determined the products and services offerings are clinically equivalent, Franchisee must have reasonably attempted, as determined in Franchisor's reasonable discretion, to incorporate those product and service offerings into Franchisee's Office.
- 3. Franchisee must have attended at least one (1) Vision Source Exchange conference in its entirety.
- 4. Franchisee must have attended at least 50% of Franchisor's local, regional and/or state franchisee meetings that include Franchisee's Office Territory.

### **ACKNOWLEDGMENTS**

By signing and sending this Notice to Franchisor and provided Franchisee fully complies with the conditions stated above, Franchisee acknowledges that effective the Opt Out Date, the Franchise Agreement will be terminated and Franchisee will be removed from all Vision Source pricing, promotions, and exclusive programs, which include but are not limited to:

- Invoice Discounts
- Statement Credits
- Exclusive Rebates
- Proprietary Brands
- Reduced and Free Shipping Programs
- Credit Card Processing Savings
- Protected Trade Area Investment
- Trade Area Demographic Profile Information
- Future Potential Managed Care Agreements

- Optos MMP and Price Per Scan
- Annual Service Agreements
- Local Vision Source Marketing Campaigns
- The Optical Dream program
- Frame Dream program

FRANCHISEE:

 Product Return Discrepancies (product returns after exit date may not reflect Vision Source discount pricing)

IN WITNESS WHEREOF, Franchisee has signed this Notice of Election to Opt Out of Franchise Agreement on the date stated below.

Ву:		 	
Name:			
Title:			
Date Signe	d:		

# FRANCHISOR'S ACKNOWLEDGMENT OF RECEIPT: Method of delivery of Notice (check one): Personal Delivery by U.S. Certified Mail No: Overnight Courier by No: Received By: Printed Name: Date Received:

# EXHIBIT E ADMINISTRATIVE FEE EXCEPTIONS

for Pure & Clean Vision, LLC, which pays administrative service fees equal to 15% of purchases. Thi
disclosure is provided for compliance with the Federal Medicare/Medicaid laws and Safe Harbo
Regulations 42USC §1320a-7b(b)(3)(C) and 42 CFR §1001.952(j).

### EXHIBIT E-2

### ADDENDUM TO FRANCHISE AGREEMENT

	<b>Under Section</b>	17.04 of the Franchise Agreement with a Start Date of the _	day of	,
20,	between		("Franchisee"),	of
		and Vision Source, LLC ("Franchisor"), of 2	3824 Highway 59 N	Jorth,
_	ood, Texas 773 inged as follows	39, ("Franchise Agreement"), the following provisions of ts:	the Franchise Agree	ment

1. [For Vision Source NEXT Program Only] Section 3.01 of the Franchise Agreement is changed to read in its entirety as follows:

### 3.01 Term.

Except as otherwise provided in this Agreement, the term of this Agreement, which began on [FRANCHISE AGREEMENT EFFECTIVE DATE] ("Start Date"), will be extended on [ADDENDUM DATE] (the "Extension Date") to a new term of 120 months from the Extension Date (the "Extended Term.").

### 2. Section 4.01 of the Franchise Agreement is changed to read in its entirety as follows:

**4.01 Royalty.** Beginning on the Start Date, and continuing throughout the Initial Term and any renewal term of this Agreement, Franchisee must pay, without demand, to Franchisor a monthly royalty ("Royalty") equal to the lesser of (i) two and one-half percent (2.50%) of the Gross Receipts (as defined in this Section) of the Office; or (ii) if applicable, the Monthly Royalty Cap (as defined in this Section).

[Alternate Language to be Inserted for Vision Source NEXT Program Only] During the Extended Term of this Agreement, Franchisee shall receive a credit against the monthly Royalty payment owed in the amount of [DOLLARS] during each of the 120 months of the Extended Term (the "Franchisor's Stimulus Rebate").

During the Extended Term, Franchisor will provide the Franchisor's Stimulus Rebate for so long as Franchisee adopts and maintains participation in the following programs and aspects of the Vision Source System (collectively the "Stimulus Rebate Participation Requirements"):

- (a) Attend The Exchange meeting in its entirety, from the opening general session through the closing general session, and
- (b) Attend a minimum of fifty percent (50%) of the available local, regional and/or state meetings for the applicable Territory; and
- (c) Attend at least one (1) Business of Optometry meeting annually; and
- (d) Engage in branding the Office, including at a minimum (1) converting to the Vision Source branded website available through Avelient; (ii) adopting at a minimum tagline branding for the Office indicating that the Office is a "Member of the Vision Source Network"; and (iii) adopting Franchisor's then-current minimum brand standards, including by way of example, displays of the Vision Source brand in windows and entryways; and
- (e) Implement key programs for the Office within the Vision Source System, including at a minimum (i) Essilor Experts or EL360; (ii) Focus on Contact Lens; and (iii) either Frame Dream Premium or Focus on Frames.

Franchisee's compliance with the Stimulus Rebate Participation Requirements will be evaluated on a quarterly basis during the Extended Term. For any quarterly period in which Franchisee has failed to meet the Stimulus Rebate Participation Requirements, the Franchisor's Stimulus Rebate will not be applied to the Franchisee's Royalty payments during the quarter following the quarter in which Franchisee

failed to meet the Stimulus Rebate Participation Requirements. If Franchisee meets the Stimulus Rebate Participation Requirements in the next quarter following the quarterly period in which the Stimulus Rebate Participation Requirements were not fulfilled, then the Franchisor's Stimulus Rebate will be applied in subsequent quarters. [End of Alternate Language to be Inserted for Vision Source NEXT Program]

The term "Gross Receipts" means all amounts received by the Office, minus "Allowable Sales Deductions" consisting of sales taxes and other similar taxes collected from patients or customers on the amount of sales transactions, reimbursements to insurance carriers and governmental agencies for overpayments, cash refunds to patients or customers, money lost on returned checks and credit card service charges.

The term "Monthly Royalty Cap" means Four Thousand Dollars (\$4,000.00). Franchisee, however, will be eligible for the Monthly Royalty Cap only if the following requirements are satisfied:

- (a) Franchisor receives Franchisee's written notice asserting eligibility for the Monthly Royalty Cap, provided any such eligibility may not be for a date that is more than twelve (12) months before the date of Franchisee's written notice; and
- (b) If Franchisee's eligibility for the Monthly Royalty Cap is first effective for any month other than the first month of the Initial Term or any renewal term(s), Franchisee must sign a renewal Franchise Agreement with a Start Date of the first day of the month in which Franchisee is first eligible for the Monthly Royalty Cap; and
- (c) Franchisee must report the Gross Receipts and Allowable Sales Deductions for the Office stated in this Agreement separate from any other optometric office of the Franchisee; and
- (d) Franchisee's monthly Gross Receipts and Allowable Sales Deductions report and the related Royalty payment for the Office must not be delinquent under Section 4.02.

If Franchisee is delinquent in reporting and/or paying the Royalty in any month during a Contract Year, as defined in this Section, then the Monthly Royalty Cap will not apply for the entire Contract Year and Franchisee must pay Royalty for the entire Contract Year based on the percentage of Gross Receipts stated in this Section. The term "Contract Year" means the twelve (12) month period commencing on the Start Date and each subsequent (12) month period during the Initial Term and any renewal term(s).

Provided Franchisee meets the requirements of subparagraphs (a), (b), (c) and (d) of this Section, in every month of the applicable Contract Year, then the Royalty payable for the last month of that Contract Year, will be computed as follows:

- (i) The total Royalty amount for the Contract Year based on the percentage of Gross Receipts stated in this Section will be computed (the "Annual Royalty Amount").
- (ii) If the Annual Royalty Amount is equal to or greater than \$48,000.00, then the Royalty payable for the last month of that Contract Year will be \$48,000.00 minus the total Royalty payments made by Franchisee for the first eleven (11) months of that Contract Year.
- (iii) If the Annual Royalty Amount is less than \$48,000.00, then the Royalty payable for the last month of that Contract Year will be the Annual Royalty Amount minus the total Royalty payments made by Franchisee for the first eleven (11) months of that Contract Year.

The Royalty has been priced to provide to Franchisor compensation commensurate with the value of the franchise to Franchisee and services Franchisor furnishes to Franchisee.

If applicable law does not permit amounts received for optometric or ophthalmologic services to be included in the calculation of Gross Receipts to compute and pay the Royalty, then the term "Gross Receipts" will not include receipts from those services; and the Gross Receipts as calculated will be multiplied by two (2) to calculate the Royalty (the "Alternate Royalty Computation Method"). If a legal determination is made by a government authority with jurisdiction over this Agreement or by Franchisor, upon advice of counsel, that the current method of calculating the Royalty, including the Alternative Royalty Computation Method, does not conform to current law, then Franchisor and Franchisee agree to negotiate in good faith another fee arrangement that would conform to the law and provide equivalent economic value to the Franchisor. If the Parties do not so agree within ninety (90) days after notice by Franchisor that a new agreement regarding fees is necessary, this Agreement will terminate, at Franchisor's sole discretion, immediately upon written notice by Franchisor to Franchisee. All post-termination obligations of the Parties will remain in effect.

The term "Obligation(s)" means (i) all amounts Franchisee owes to Franchisor from time to time under this Agreement (including but not limited to Royalty payments and marketing fees) and under any other agreement between Franchisee and Franchisor and its subsidiaries and affiliates; and (ii) the reasonable costs and expenses that Franchisor incurs to collect or attempt to collect amounts due from Franchisee.

If this Agreement is terminated by Franchisee during the nineteenth (19th) full calendar month of the Initial Term, as provided in subsection (ii) of Article 10, Franchisee may be qualified for the Franchisor's Clear Confidence Clause. The requirements for the Clear Confidence Clause are:

- (a) Franchisor has received Franchisee's properly completed Notice of Election to Opt Out of Franchise Agreement (see Exhibit D in Franchise Agreement) at least ninety (90) days before the requested opt out date.
- (b) Franchisee has not been and is not then in default, whether cured or not, of this Agreement or any other agreement between Franchisee and Franchisor or its subsidiaries and affiliates and has timely paid each month all Royalty fees and submitted with the applicable monthly sales report.
- (c) Franchisee has reasonably evaluated the product and service offerings from our vendors in the Cooperative Buying Program and, when Franchisee has determined the products and services offerings are clinically equivalent, Franchisee has reasonably attempted, as determined in Franchisor's reasonable discretion, to incorporate those product and service offerings into the Office.
- (d) Franchisee has attended at least one (1) Vision Source Exchange conference in its entirety.
- (e) Franchisee has attended at least 50% of the local, regional and/or state Vision Source meetings that include the Franchisee's Office Territory.

If the Franchisee has satisfied all of the above requirements to the reasonable satisfaction of Franchisor, then the Franchisee will be qualified for the Clear Confidence Clause and may receive a refund of a portion of the Royalty fees paid to the Franchisor during the initial eighteen (18) months of the Term of this Agreement. The portion of the Royalty fees to be refunded to the Franchisee will be computed as follows:

Fifty Percent (50%) of the total Royalty fees paid to Franchisor during the initial 18 months, <u>minus</u>, total vendor funds received by Franchisor and paid to Franchisee for the initial 18 months, equals the Royalty Refund amount

The Royalty Refund will be paid by Franchisor to Franchisee in a timely manner following the receipt by Franchisor of all information necessary for the proper computation of the Royalty Refund.

**3.** *[For Vision Source NEXT Program Only]* Article 10 (ii) of the Franchise Agreement is changed to read in its entirety as follows:

### ARTICLE 10. TERMINATION OF AGREEMENT

- **10.01 Events Permitting Termination**. This Agreement may be terminated prior to the expiration of the Initial Term or any renewal term only in the following manner and for the following reasons:
  - (ii) [Intentionally Omitted]
- **4.** [For Vision Source NEXT Program Only] Article 11 of the Franchise Agreement is amended to include new sub-section (k) as follows:
- (k) If Franchisee terminates the Franchise Agreement for any reason during the first thirty-six (36) months of the Extended Term, the Franchisee agrees to pay a Termination Fee in the cumulative amount of all the monthly Franchisor's Stimulus Rebates applied to Franchisee's Royalty payments during the applicable portion of the Extended Term. Franchisee agrees to remit the Termination Fee within thirty (30) days of the Termination Date.

### **Ratification of Franchise Agreement**

In every other respect, Franchisor and Franchisee ratify and confirm the Franchise Agreement and that the Franchise Agreement will remain in full force and effect, as amended by this Addendum.

IN WITNESS TO THE FOREGOING, the parties to this Addendum have signed and delivered this document on the dates below their signature(s) in multiple counterparts, each of which may be considered an original for all purposes.

FRANCHISOR: VISION SOURCE, LLC	Franchisee:	
Ву:	By:	
Name:		
Title:		
Date Executed:		

### **EXHIBIT F**

### **GUARANTY OF FRANCHISE AGREEMENT**

In consideration of, and as an inducement to, the signi	ng and delivery of the Franchise Agreement
("Agreement") with a Start Date of, 20_	, by and between Vision Source, LLC, a
Texas limited liability company ("Franchisor"), and	
, ("Franchisee"), each of the un	ndersigned (each a "Guarantor") guarantees
unto Franchisor that the Franchisee will perform during th	ne term of the Agreement every covenant,
payment, agreement and undertaking by Franchisee contained	and set forth in the Agreement. Capitalized
terms not defined in this Guaranty have the same meaning as	in the Franchise Agreement.

### 1. Guarantee of Payment Obligations

(a) Franchisor, its successors and assigns, may from time to time, without notice to the undersigned (i) resort to the undersigned for payment of the liabilities and obligations of Franchisee to Franchisor (the "<u>Liabilities</u>"), whether or not Franchisor or its successors have proceeded against any other of the undersigned or any party primarily or secondarily liable on the Liabilities, (ii) release or compromise any liability of the undersigned or any liability of any party or parties primarily or secondarily liable on the Liabilities, and (iii) extend, renew or credit the Liabilities for any period (whether or not longer than the original period); (iv) alter, amend or exchange the Liabilities; or (v) give any other form of indulgence, whether under the Agreement or not.

### (b) Notwithstanding Paragraph 1(a):

- (i) With respect to Franchisee's obligation to pay Royalties to Franchisor under Article 4 of the Agreement, with respect to the Office, the dollar liability of each Guarantor will not exceed \$15,000; and
- (ii) If Franchisee has obtained insurance as set out in Section 5.02 of the Agreement and has named Franchisor as an additional named insured, then, with respect to Franchisee's obligation to indemnify Franchisor, its officers, directors, shareholders, employees, agents, heirs, successors, assigns, and representatives under Article 12 of the Agreement, the liability of each Guarantor will be limited to amounts not covered by applicable insurance issued to Franchisee (e.g., as a result of a deductible, stop loss retention, or liability in excess of policy limits). This paragraph is not intended to, and will not be construed to, impose any limit on Franchisee's liability for the indemnity obligations under the Agreement.

### 2. Other Obligations

The undersigned agrees to comply with and abide by all covenants and provisions of the Agreement, as they relate to the Owners of Franchisee, to the same extent as and for the same time as Franchisee must comply with and abide by those covenants and provisions, including but not limited to the covenants and provisions of Section 5.03 (Professional Status and Requirements), Section 5.10 (Practice Outside of Designated Location), Article 8 (Transfer of Interest by Franchisee), Section 9.06 (Confidential Information), Article 11 (Occurrences Upon Expiration, Non-Renewal or Termination) and Article 14 (Dispute Resolution). These obligations of the undersigned will survive any expiration or termination of the Agreement or this Guaranty. Nothing in this Guaranty: (i) limits a person's liability under or otherwise affects any separate non-compete, confidentiality, or other written agreement executed in a personal capacity by any Guarantor in favor of Franchisor; or (ii) precludes Franchisor from seeking injunctive or other equitable relief against a Guarantor.

### 3. Waivers

The undersigned waives presentment, demand, notice of dishonor, protest, nonpayment and all other notices, including without limitation: notice of acceptance, notice of all contracts and commitments; notice of the existence or creation of any liabilities under the Agreement and of the amount and terms thereof; and notice of all defaults, disputes or controversies between Franchisee and Franchisor resulting from the Agreement or otherwise, and the settlement, compromise or adjustment thereof.

### 4. **Enforcement Costs**

The undersigned agrees to pay all expenses paid or incurred by Franchisor in enforcing the Agreement and this Guaranty against Franchisee and against the undersigned and in collecting or attempting to collect any amounts due by Franchisee or the undersigned, including reasonable attorneys' fees if enforcement or collection is by or through an attorney-at-law.

### 5. **Continuing Effect**

Any waiver, extension of time or other indulgence granted from time to time by Franchisor, its agents, its successors or assigns, regarding the Agreement, will in no way modify or amend this Guaranty, which will be continuing, absolute, unconditional and irrevocable.

### 6. **Joint and Several Liability**

If more than one person signs this Guaranty, the term "the undersigned," as used herein will refer to each person, and the liability of each of the undersigned will be joint and several and primary.

### 7. Survival of Obligations

Upon the death of a Guarantor, the Guarantor's estate will be bound by this Guaranty, but only for obligations existing at the time of death. The obligations of the surviving Guarantors will continue in full force and effect.

GUARANTOR:
Printed Name:
Signature:
Date:
GUARANTOR:
Printed Name:
Signature:
Date:

### **EXHIBIT G**

# NONDISCLOSURE AGREEMENT TO PROTECT RELEASE OF CONFIDENTIAL INFORMATION

In the course of our forthcoming discussions, negotiations, and your investigation of the franchise opportunity being offered to you by Vision Source, we will reveal to you certain confidential and proprietary information of Vision Source and its subsidiaries and affiliates ("Confidential Information") as defined below. The Confidential Information is proprietary to Vision Source and has been developed and maintained at substantial cost to Vision Source. Disclosure of the Confidential Information to third parties could cause substantial and irreparable damage to Vision Source. In the interest of avoiding any misunderstandings about the basis on which Confidential Information is disclosed to you, we are requesting that you read and agree to the following terms.

As a material inducement for our agreement to disclose certain Confidential Information to you, you agree not to disclose any of the Confidential Information to any third party, other than your trusted advisor who agrees to be bound by the terms of this nondisclosure agreement, except as may be specifically authorized in writing by an officer of Vision Source. The Confidential Information in this context consists of the Disclosure Document and all attached exhibits, and further includes but is not limited to, the business organization and plan, contracts, agreements, customer lists, product pricing, managed care initiatives and other related business ideas and concepts of Vision Source and its subsidiaries and affiliates. You also agree to take reasonable steps to ensure that your employees, representatives, and agents do not disclose any Confidential Information to any other persons. The term "reasonable steps" means the steps that you take to protect your own, similar confidential and proprietary information, which will not be less than a reasonable standard of care.

You agree that the Confidential Information will not be used for any purpose other than determining whether to become affiliated with the Vision Source franchise network. On termination or expiration of our discussions, you shall surrender to Vision Source all originals and all copies of Confidential Information in your possession and will refrain from the further use and disclosure, in any manner, of any Confidential Information.

If these terms are acceptable to you, please sign this agreement below where indicated. Thank you for your cooperation in this matter.

### ACCEPTED AND AGREED

Signature		Signature	
Printed Name	Date	Printed Name	Date

# Exhibit H List of Franchisees As of December 31, 2021

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
State AK	Anchorage	2211 East Northern Lights Boulevard, Ste 202	99508	(907) 276-2080	Ashley Kettler
AK	Anchorage	3401 Minnesota Drive	99503	(907) 272-9800	Benjamin Crawford
AK	Anchorage	6901 DeBarr Road	99504	(907) 333-6040	Brian Cin
AK	Anchorage	10998 O'Malley Centre Drive	99515	(907) 344-3700	Andrea Eberle
AK	Anchorage	300 East Dimond, Suite 14	99515	(907) 646-9990	Victoria Yu
AK	Anchorage	2702 Gambell Street, Suite 102	99503	(907) 272-7211	Bret Miknich
AK	Dutch Harbor	Intersea Mall 179 Gilman Rd, Suite 200	99692	(907) 581-1599	Bret Miknich
AK	Eagle River	16331 Heritage Place, Suite 104	99577	(907) 694-2511	Robert Fleckenstein
AK	Fairbanks	1275 Sadler Way	99709	(907) 378-4051	Jeremy Fulk
AK	Juneau	800 Glacier Ave	99801	(907) 586-9864	Jill Matheson
AK	Kenai	110 South Willow Street	99611	(907) 802-6468	
AK	Ketchikan	351 Carlanna Lake Road		. /	David Karpik Erik Christianson
	Ketchikan		99901	(907) 225-2020	
AK		3450 East Rezanof Drive	99615	(907) 486-5504	Desiree Wheeler
AK	Soldotna	155 Smith Way	99669	(907) 262-3168	David Holdgrafer
AL	Abbeville	609 Ozark Road	36310	(334) 585-9626	Daniel Murray, Jr.
AL	Alexander City	1120 Airport Drive	35010	(256) 329-8400	James Poole
AL	Alexandria	656 Valley Cub Drive	36250	(256) 820-5500	Stephen Downey
AL	Andalusia	500 Westgate Plaza	36420	(334) 222-8561	James Barton
AL	Anniston	425 East 10th Street	36207	(256) 236-7516	Robert Ellis
AL	Ashland	83745 Highway 9	36251	(256) 354-2010	James Poole
AL	Athens	27453 Capshaw Rd., Ste. B	35613	(256) 230-9637	Heather Small
AL	Auburn	??2415 Moores Mill Road	36830	(334) 521-7944	David Olive
AL	Bessemer	5031 Ford Parkway, Suite 113	35022	(205) 424-2733	Richard Williams
AL	Birmingham	4960 Valleydale Road, Suite 201	35242	(205) 980-5152	Michael Blackburn
AL	Birmingham	2531 Rocky Ridge Road, Suite 116	35243	(205) 978-4088	John Essinger
AL	Birmingham	1712 5th Ave N	35203	(205) 323-4608	Juanakee Adams
AL	Boaz	510 N. Main Street	35957	(256) 593-1986	Mark Davis
AL	Butler	504 South Mulberry Avenue	36904	(205) 459-7483	Stephanie Ommen
AL	Chelsea	300 Foothills Place	35043	(205) 678-2565	Hartley Nichols
AL	Clanton	638 Market Place	35045	(205) 755-3636	Maurice Lyn
AL	Dothan	5630 West Main Street	36305	(334) 699-5999	Daniel Murray, Jr.
AL	Florence	1593 Darby Drive	35630	(256) 767-5000	W. Hampton Moore
AL	Greenville	846 Ft. Dale Road	36037	(334) 382-5571	James C. Gardner
AL	Greenville	122 West Commerce Street	36037	(334) 382-3691	Bryan Holman
AL	Gulf Shores	261 Clubhouse Dr.	36542	(251) 968-2020	David Felber
AL	Guntersville	1327 Gunter Avenue	35976	(256) 582-3146	Suzanne Holmes
AL	Hanceville	201 Bangor Avenue Southeast	35077	(256) 887-1550	Tracy Millwood
AL	Helena	5358 Highway 17	35080	(205) 664-7577	Jamie Reid
AL	Hoover	2000 Southlake Park	35244	(205) 968-1160	Tracey Mercer
AL	Huntsville	11310 Memorial Parkway Southwest	35803	(256) 808-2345	Patricia Fulmer
	Jacksonville	1640 Pelham Road South	36265		David Chandler
AL				(256) 435-6680	Jason Pulliam
AL	Leeds	7913 Parkway Dr.	35094	(205) 702-4380	
AL	Lincoln	47795 US-78	35096	(205) 763-2015	Stephen Downey
AL	Millbrook	3331 Highway 14	36054	(334) 285-4828	Bryan Holman
AL	Mobile	7921 Tanner William Road, Suite H	36608	(251) 634-2144	Mark Shirey
AL	Montgomery	241 North Court Street, Suite H	36104	(334) 387-0500	Everett Marshall
AL	Moody	2345 Moody Parkway, Suite 206	35004	(205) 702-6267	Natalya Frolova
AL	Oneonta	2040 2nd Avenue East, Suite B	35121	(205) 625-3937	Gene Harrison
AL	Opelika	518 Avenue A	36801	(334) 745-3112	Tiffany Rhyne
AL	Orange Beach	27250 Perdidio Beach Boulevard, Unit C	36561	(251) 974-1233	Clare Leonard
AL	Owens Cross Roads	6511 Highway 431	35763	(256) 469-6427	Kenneth Winton
AL	Pike Road	9427 Vaughn Rd.	36064	(334) 593-3868	Nicki Hill
AL	Rainbow City	115 West Grand Avenue	35906	(256) 442-9350	April King
AL	Rainsville	94 Church Avenue N	35986	(256) 638-6386	Martin Habel
AL	Sylacauga	493 West 3rd Street	35150	(256) 245-7696	Stacy Cantley

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
AL	Tallassee	1609 Gilmer Avenue	36078	(334) 283-6535	Paris Mullins Jr
AL	Troy	97 Oak Park Drive	36079	(334) 566-7172	Shanna Fleming May
AL	Trussville	156 Main Street	35173	(205) 520-9002	Gene Harrison
AL	Tuscaloosa	631 Helen Keller Boulevard	35404	(205) 758-1966	Robert Moore
AL	Tuscaloosa	925 Mally Street	35405	(205) 344-5111	Marston Martin
AL	Woodland	76 County Road Highway 64	36280	(256) 449-2020	Robert Svensen
AR	Bald Knob	3609 Highway 367 North	72010	(870) 834-3339	Hayden Sowers
AR	Batesville	2402 Harrison Street	72501	(870) 793-4681	Hayden Sowers
AR	Beebe	1817 West Dewitt Henry Drive	72012	(501) 232-0744	Kevin Livengood
AR	Bella Vista	2692 Bella Vista Way	72714	(479) 876-2020	William Yoos
AR	Benton	113 West Carpenter	72015	(501) 778-2363	Russell Simmons
AR	Bentonville	800 Southeast Walton Boulevard	72712	(479) 268-3268	Derrick Pierce
AR	Bentonville	107 South Main Street	72712	TBD	Matthew Howell
AR	Cabot	32 South Pine Street, Suite 1	72023	(501) 843-6567	Kevin Livengood
AR	Camden	1421 Country Club Rd	71701	(870) 836-7319	Audie Teague
AR	Cave City	301 Main Street, Suite D	72521	(870) 283-7500	Hayden Sowers
AR	Centerton	101 Dawn Dr.	72719	(479) 795-1411	Regan Petty
AR	Clarksville	210 West Main Street, Suite 210	72830	(479) 754-3309	Becky King
AR	Conway	4150 Tyler Street	72034	(501) 329-7878	Susan Deblack
AR	Conway	2505 Donaghey Avenue, Suite 102	72034	(501) 450-9900	William Patterson
AR	-	609 N Missouri Ave	72422	` ′	Samuel Erwin
	Corning			(870) 857-6556	
AR	Crossett	1602 South Main	71635	(870) 364-8996	Jeffrey Smith
AR	Dermott	101 West Peddicord Street	71638	(870) 538-3419	Robert Smalling
AR	Farmington	68 East Main Street	72730	(479) 255-1010	Brendon Cox
AR	Gassville	7345 Highway 62 West	72635	(870) 435-3333	Dustin Vance
AR	Hot Springs	305 Section Line Road	71913	(501) 525-2222	Dale Burroughs
AR	Hot Springs	1540 Airport Road Suite C	71913	(501) 318-2020	Annette Webb-Stevenson
AR	Hot Springs	4328 Central Ave., #G	71913	(501) 525-1348	Russell Simmons
AR	Hot Springs	1629 Airport Road	71913	(501) 767-0602	Greg Ramer
AR	Jonesboro	2980 Browns Lane	72401	(870) 972-5540	Matthew Hoffman
AR	Jonesboro	3705 East Johnson Avenue	72401	(870) 336-2452	Megan Moll
AR	Jonesboro	800 Professional Acres Drive	72401	(870) 333-1087	Bart Jones
AR	Jonesboro	1817 Executive Square	72401	(870) 930-9200	Michael Fletcher
AR	Little Rock	11115 Hermitage Road	72211	(501) 224-7056	Russell Simmons
AR	Marked Tree	116 Nathan Street	72365	(870) 358-2236	Bart Jones
AR	Maumelle	102 Towne Centre Drive, Suite 1	72113	(501) 803-3937	Derek Long
AR	Monticello	408 West McCloy Street	71655	(870) 367-8511	Barrett Brown
AR	North Little Rock	2524 Crestwood Road	72116	(501) 753-2030	Rick Meador
AR	Osceola	102 Plantation Dr.	72370	(870) 563-3596	Bart Jones
AR	Prescott	204 East 2nd Street	71857	(870) 887-3596	Audie Teague
AR	Rogers	3710 Southern Hills Blvd., Ste 200	72758	(479) 636-1960	Chris Morris
AR	Rogers	5100 West Pauline Whitaker Parkway	72758	(479) 903-7393	Jessica Dinwiddie
AR	Rogers	900 South 52nd Street	72758	(479) 657-6006	Jacob Dufour
AR	Searcy	2033 East Race Avenue	72143	(501) 268-1400	Finis Bailey
AR	Springdale	1600 West Sunset Avenue	72762	(479) 756-1234	Megan Provence-Perry
AR	Springdale	1079 East Don Tyson Parkway	72764	(479) 750-9996	Kimberly Owens
AR	Springdale	1210 J.T.L. Parkway	72762	(479) 777-2697	Andrea Horne
AR	Stuttgart	713 South Main Street	72160	(870) 673-8529	William Fielder
AR	Van Buren	117 Northridge Drive East	72921	(479) 262-2080	Denise Hill
AR	Warren	119 North Main Street	71671	(870) 226-6731	Robert Smalling
AZ	Casa Grande	545 North Peart Road	85122	(520) 316-5590	Kenneth Jeffers
AZ	Chandler	916 West Chandler Blvd. # 1	85225	(480) 963-7172	Christopher Carpenter
AZ	Chandler	5965 West Ray Road, Suite 26	85226	(480) 940-3222	William Crum
AZ	Chandler	4925 South Alma School Road, Suite 1	85248	(480) 883-0900	Christopher Heetland
AZ	Chandler	2045 N. Dobson Rd.	85224	(480) 363-9858	Phuoc Ma
			86001	` '	Lexi Kortsen
AZ AZ	Flagstaff Gilbert	1600 West University Avenue 3336 East Chandler Heights Road	85298	(928) 240-9214 (480) 279-3937	Christopher Carpenter
AZ AZ	Gilbert	690 East Warner Road	85298 85296	` '	Karen Simon
AL	Gilbert	090 East warner Road	85296 85297	(480) 248-6173 (480) 892-3937	Justin Jones

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
AZ	Glendale	11851 North 51st Avenue, Suite 120	85304	(623) 414-6476	Kathy Vu
ΑZ	Glendale	5135 West Thunderbird Road	85306	(623) 937-5121	Jan McVey
ΑZ	Gold Canyon	6900 E. Highway 60, Suite 118	85118	(480) 474-2020	Lars Carlson
ΑZ	Green Valley	560 East Continental Road	85614	(520) 625-5673	Regina Najera
ΑZ	Laveen	5030 West Baseline Rd., Ste. 135	85339	(602) 237-4777	Torrence Watkins
ΑZ	Oro Valley	760 East Pusch View Lane, Suite 100	85737	(520) 229-2010	Robert Mitchell
ΑZ	Peoria	15256 North 75th Avenue	85381	(623) 412-8484	Christopher Parot
ΑZ	Phoenix	2525 West Carefree Highway	85085	(623) 582-3937	Justin Kohls
AZ	Phoenix	3961 East Chandler Boulevard, Suite 106	85048	(480) 706-3060	Murray Pratt
ΑZ	Phoenix	2425 East Camelback Road	85016	(602) 224-5772	Erika Wilken
ΑZ	Phoenix	112 West McDowell Road	85003	(602) 254-3169	Erika Wilken
AZ	Phoenix	One North Central Avenue	85004	(602) 288-7227	Jason Klepfisz
AZ	Phoenix	6040 North 7th Street	85014	(602) 825-3937	Stephanie Mastores
AZ	Phoenix	14435 North 7th Street	85022	(480) 485-6403	Allissun Hoppert
AZ	Safford	620 Central Ave	85546	(928) 428-0500	Charles Ferrin
AZ	San Tan Valley	3125 West Hunt Highway	85143	(480) 525-2025	Justin Jones
AZ	Scottsdale	9815 East Bell Road	85260	(480) 419-3900	Armanae Mancha
AZ	Scottsdale		85254	(602) 404-2005	Allison Wooten
AZ	Scottsdale	5425 East Bell Road, Building 5 4441 North 75th Street	85251	` '	
	Scottsdale			(480) 947-4349	Maury Kessler
AZ		8415 North Pima Road, Suite 155	85258	(480) 278-7732	Taylor McMullen
AZ	Scottsdale	8575 East Princess Drive	85255	(480) 585-0001	Brett Gramlich
AZ	Scottsdale	6137 North Scottsdale Road	85250	(480) 998-1606	Erika Wilken
AZ	Scottsdale	15444 North Greenway Hayden Loop	85260	(480) 699-1885	Laki De Mel
AZ	Scottsdale	23207 North Scottsdale Road	85255	(480) 741-8181	Jasandeep Uppal
AZ	Sierra Vista	1502 East Fry Boulevard	85635	(520) 335-1643	Spencer Ray
AZ	Tempe	1720 E. Warner Road, Suite 9	85284	(480) 785-4804	Amanda Misinco
AZ	Tucson	525 West Wetmore Road	85705	(520) 293-2363	Adam McDonald
AZ	Tucson	2233 East Speedway Boulevard	85719	(520) 327-9411	Jeffrey Martin
ΑZ	Tucson	4340 West Ina Road	85741	(520) 833-6337	Amro Habib
CA	Alhambra	2 West Main Street	91801	(626) 282-3115	Donna Hong
CA	Alhambra	100 East Huntington Drive	91801	(626) 289-9171	Stacey Gin
CA	Anaheim	5701 East Santa Ana Canyon Road	92807	(714) 998-8710	Robert Downs
CA	Anaheim	5655 East La Palma Avenue, Suite 150	92807	(714) 340-0520	Courtney Bovy
CA	Anaheim	303 West Lincoln Avenue	92805	(714) 535-8404	Gewon Shu
CA	Anaheim Hills	781 South Weir Canyon Road	92808	(714) 282-2888	Jarom Partridge
CA	Antioch	4051 Lone Tree Way	94531	(925) 757-7676	Eileen Linder
CA	Apple Valley	19071 Bear Valley Road	92308	(760) 240-9679	Juliane Lee
CA	Aptos	7551 Soquel Drive	95003	(831) 688-2020	Benjamin Popilsky
CA	Arcadia	288 East Live Oak Avenue, Suite D	91006	(626) 446-3937	Justin Hu
CA	Auburn	52 College Way	95603	(530) 823-8353	Tiffany Chin
CA	Auburn	11879 Kemper Road	95603	(530) 823-5411	Stephen Ingman
CA	Bakersfield	4725 Panama Lane, Suite D11	93313	(661) 397-2020	Hernake Takhar
CA	Barstow	1356 East Main Street, Suite A	92311	(760) 256-8014	James Dallas
CA	Beaumont	1659 6th St. #A	92223	(951) 845-0272	Blair Ball
CA	Bell	4511 Gage Avenue	90201	(323) 560-2786	Jaime Estrada
CA	Bellflower	17139 Bellflower Boulevard	90706	(562) 866-2020	Kunal Shah
CA	Brea	400 West Lambert	92821	(714) 671-2020	John Larcabal
CA	Brentwood	8440 Brentwood Boulevard	94513	(925) 634-0303	Carol Buchanan
CA	Buena Park	5811 Beach Boulevard	90621	(714) 521-7582	James Cohen
CA	Buena Park	5300 Beach Boulevard	90621	(714) 521-133	Allen Choi
	Burbank		91506		
CA CA	Burbank	1112 West Burbank Boulevard 2201 West Olive Avenue	91506	(818) 846-9075	Craig Hoeft
				(818) 845-3783	Eurri Choi
CA	Calabasas	22247 Mullholland Highway	91302	(747) 232-2202	Emily James
CA	Calistoga	1220 Washington Street	94515	(707) 942-4674	Jean Neeley
CA	Camarillo	99 East Daily Drive	93010	(805) 482-8849	Mann Trinh
CA	Carlsbad	7630 Via Campanile	92009	(760) 678-0008	Howard Wang
CA	Carlsbad	2628 Gateway Road	92009	(760) 237-8777	Melissa Willey
CA	Carson	860 East Carson Street, Suite 107	90745	(310) 549-2020	Kevin Hashimoto

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
CA	Cerritos	11351 183rd Street	90703	(562) 924-0950	Lorna Reyes
CA	Chico	2565 Ceanothus Avenue	95973	(530) 899-3939	David Clarke
CA	Chino	12530 10th Street	91710	(909) 627-7518	Jay Chao
CA	Chino Hills	2935 Chino Avenue	91709	(909) 627-1111	Steven Soong
CA	Chino Hills	15855 Soquel Canyon Parkway, Suite 220	91709	(909) 597-7333	Vu Nguyen
CA	Chula Vista	531 Telegraph Canyon Road	91910	(619) 482-2020	Angelica Villa
CA	Chula Vista	2260 Otay Lakes Road, #111	91915	(619) 421-5550	Efrain Mascareno
CA	Citrus Heights	6978 Sunrise Blvd.	95610	(916) 726-2010	Albert Mar
CA	Claremont	1420 North Claremont Boulevard	91711	(909) 621-0057	Anna Torres
CA	Commerce	5520 Whittier Boulevard	90022	(323) 728-2708	Donna Hong
CA	Concord	5442 Ygnacio Valley Road, Ste 180	94521	(925) 672-4100	Richard Michelsen
CA	Corning	400 Solano Street	96021	(530) 824-2166	Timothy Robertson
CA	Corona	3833 Bedford Canyon Road, Suite C-101	92883	(951) 898-6979	Tony Lieu
CA	Corona	1501 Rimpau Avenue	92881	(951) 898-2010	Arash Sadeghian
CA	Costa Mesa	1835 Newport Boulevard	92627	(949) 646-4949	Michael Bourgoin
CA	Costa Mesa	•	92627	` ′	Thanh Mai
		3151 Airway Avenue		(714) 486-3315	
CA	Costa Mesa	3140 Bear Street	92626	(714) 557-2020	Kevin Grant
CA	Covina	592 South Grand Avenue	91724	(626) 331-6448	Perry Hom
CA	Covina	924 North Citrus Avenue	91722	(626) 331-2020	Steven Moriyasu
CA	Covina	911 North Grand Avenue	91724	(626) 967-3794	Edwin Wu
CA	Cupertino	19998 Homestead Rd., Ste. E	95014	(408) 257-5262	Keith Kosakura
CA	Dana Point	24692 Del Prado Avenue	92629	(949) 661-8884	Matthew Wang
CA	Davis	1970 Lake Boulevard, Suite 7	95616	(530) 756-9393	Christine Chao
CA	Diamond Bar	1255 South Diamond Bar Boulevard	91765	(909) 861-4999	Dr Natalie Hoshi
CA	Dublin	7197 Village Parkway	94568	(925) 828-9511	Christopher Gee
CA	Eastvale	5337 Hamner Avenue	91752	(951) 456-0088	Hong-Chau Le
CA	El Cajon	2650 Jamacha Road, Suite 155	92019	(619) 670-6296	Aaron Werner
CA	El Dorado Hills	4917 Golden Foothill Pkwy	95762	(916) 941-3800	Jing Han
CA	El Monte	10990 Lower Azusa Road	91731	(626) 315-8891	Mei Zhao
CA	El Monte	10906 Main Street	91731	(626) 579-2020	Donna Hong
CA	El Segundo	302 West Grand Avenue	90245	(310) 414-9595	Jennifer Aslam
CA	Elk Grove	9098 Laguna Main Street, Suite 3	95758	(916) 691-2020	Kingman Louie
CA	Elk Grove	4810 Elk Grove Boulevard	95758	(916) 478-2778	Viraj Shah
CA	Encinitas	893 Santa Fe Drive	92024	(760) 753-3500	Deborah Haug
CA	Encino	16055 Ventura Boulevard	91436	(818) 789-2030	Talin Amadian
CA	Encino	16055 Ventura Boulevard, Suite 630	91436	(818) 990-0300	Mary Demirjian
CA	Encino	17310 Ventura Boulevard	91316	(818) 728-6800	Ani Kazarian
CA	Escondido	316 West Mission Avenue, Suite 118	92025	(760) 746-7752	Michael Haug
CA	Escondido	1299 E. Pennsylvania Ave, Suite B	92027	(760) 743-6540	Karen Love
CA	Fair Oaks	7547 Sunset Avenue	95628	(916) 965-1017	David Lau
CA	Fair Oaks	11733 Fair Oaks Blvd.	95628	(916) 966-6080	Elisabeth Swan
CA	Fallbrook	645 East Elder, Suite D	92028	(760) 728-9440	Eric Ramos
CA	Folsom	2545 East Bidwell Street	95630	(916) 983-0896	Jennifer Wademan
CA	Folsom	2690 East Bidwell Street	95630	(916) 983-6838	Jing Han
CA	Fontana	15290 Summit Avenue, Suite C	92336	(909) 646-9800	Justin Abo
CA	Fontana	16803 Valley Boulevard	92335	(909) 349-0299	David Shin
CA	Foothill Ranch	26750 Towne Center Drive	92610	(949) 215-0505	Anthony Huang
CA	Foster City	999 Edgewater Boulevard, Suite C	94404	(650) 573-6245	Reina Perez
CA	Fountain Valley	10130 Warner Avenue	92708	(714) 965-5130	Nhat LeHuynh
CA	Fountain Valley	16027 Brookhurst Street, Suite E	92708	` '	Tina Dao
		· ·		(714) 210-2393	
CA	Fremont	4527 Mattos Drive	94536	(510) 797-4750	Don Pegueros
CA	Fremont	39355 California Street	94538	(510) 744-2010	Brian Gin
CA	Fremont	3912 Washington Blvd.	94538	(510) 270-8813	Corwin Li
CA	Fresno	5151 North Palm, Suite 150	93704	(559) 229-7202	Jeff Krohn
CA	Fresno	1111 East Herndon Avenue, Suite 101	93720	(559) 432-2200	Margarette Recalde
CA	Fresno	3081 West Bullard Avenue	93711	(559) 277-0015	Robert Tovey
CA	Fresno	7409 North Cedar Avenue, Suite 103	93720	(559) 439-3937	John Blackburn
CA	Fresno	7409 N. Cedar Ave., Suite 103	93720	(559) 439-3937	Roger Hayashi
CA	Fresno	7355 North Palm Avenue	93711	(559) 225-2020	Amanda Schmidt

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
CA	Fresno	7780 North Fresno Street	93720	(559) 435-8900	Heather Bowlin
CA	Fullerton	1909 West Malvern Avenue	92833	(714) 992-8020	Alvin Arellano
CA	Fullerton	2001 East Chapman Avenue	92831	(714) 738-6902	Jeffery Kaku
CA	Galt	730 Spaans Drive	95632	(209) 745-2880	Kimi Sakai
CA	Garden Grove	12777 Valley View Street	92845	(714) 229-1986	Noemi Larragoiti
CA	Garden Grove	12302 Garden Grove Boulevard	92843	(714) 590-2020	Melissa Zhao
CA	Gardena	1713 West Artesia Boulevard	90248	(310) 329-4128	Nancy Imamoto
CA	Gardena	18204 South Western Avenue	90248	(310) 719-2020	Michael Kobayashi
CA	Glendale	308 East Broadway	91205	(818) 243-1300	Stacey Gin
CA	Goleta	6831 Hollister Avenue	93117	(805) 968-3937	Thomas Burke
CA	Granada Hills	17839 Chatsworth Street	91344	(818) 488-1764	Sharon Silva-Celada
CA	Greenfield	211 B El Camino Real	93927	(831) 674-8131	Sylvia Lee
CA	Hacienda Heights	2115 South Hacienda Boulevard	91745	(626) 330-4115	Jane Liang
CA	Hacienda Heights	17134 Colima Road, Suites B & C	91745	(626) 912-3937	Alvin Lo
CA	Hawthorne	13427 Inglewood Avenue	90250	(310) 676-2020	John Maanum
CA	Hayward	1645 Industrial Pkwy West	94544	(510) 070-2020	Meeral Bhakta
CA	Hemet	999 E. Morton Place	92543	(951) 929-2746	Susan Martinez
CA	Hemet	731 East Florida Avenue	92543	(951) 766-8587	Markus Buri
CA	Hemet	41705 East Florida Avenue	92544	(951) 652-2020	
				` /	Steven Simpson
CA	Hemet	220 South Lyon Avenue	92543	(951) 929-3773	Brian Higa
CA	Hercules	500 Alfred Nobel Drive, Suite 138	94547	(510) 724-1000	Janet Chan
CA	Hermosa Beach	703 Pier Avenue	90254	(310) 374-9899	M. Catarina Jang
CA	Hermosa Beach	1200 Artesia Boulevard	90254	(310) 938-4266	Vy Pham
CA	Hesperia	15923 Bear Valley Road	92345	(760) 949-6363	David Shin
CA	Huntington Beach	9931 Hamilton Avenue	92646	(714) 964-3937	Robert Tamayo
CA	Huntington Beach	10088 Adams Avenue	92646	(714) 962-9377	Kevin Germundsen
CA	Huntington Beach	16845 Algonquin Street	92649	(714) 841-9888	Ana Chang-Smith
CA	Huntington Beach	20932 Brookhurst Street	92646	(714) 962-3371	Kate Ho
CA	Huntington Beach	18569 Main Street	92648	(714) 780-2008	Stephany Vong
CA	Irvine	6270 Irvine Boulevard	92620	(949) 786-0143	Kenneth Fukuda
CA	Irvine	14150 Culver Drive	92604	(949) 552-2020	David Wakabayashi
CA	Irvine	22 Odyssey	92618	(949) 733-3390	Matthew Wang
CA	Irvine	4940 Irvine Boulevard	92620	(714) 730-9580	Kaiwa Hawkin Lui
CA	La Habra	601 East Whittier Blvd., Suite 105	90631	(562) 691-2999	Lisa Shimada
CA	La Habra	1447 W. Whittier Blvd.	90631	(562) 697-3995	Bennett Weiner
CA	La Mesa	8235 University Avenue	91942	(619) 461-4913	Jamie Peters
CA	La Mesa	8235 University Avenue	91942	(619) 461-4913	Jamie Peters
CA	La Mirada	14820 Beach Boulevard	90638	(714) 522-6703	K. Leo Uyeda
CA	La Palma	5100 Orangethorpe Avenue	90623	(617) 233-4847	Juliane Lee
CA	Ladera Ranch	27702 Crown Valley Parkway, Suite A-3	92694	(949) 429-3333	Niloufar Hedayat
CA	Lafayette	284 Lafayette Circle	94549	(925) 284-1500	Jeremy Ensor
CA	Laguna Hills	25401 Alicia Parkway, Suite E	92653	(949) 951-8001	Kim Nguyen
CA	Lakeside	9710 Wintergardens Blvd, Ste A	92040	(619) 443-1075	John Fleming
CA	Lakewood	4074 Hardwick Street	90712	(562) 633-6443	Craig Scheffel
CA	Lakewood	4198 Woodruff Avenue	90713	(562) 420-1133	Kara Takeda
CA	Lancaster	43767 15th Street West	93534	(661) 945-9883	Clifford Silverman
CA	Lawndale	15725 Hawthorne Boulevard	90260	(310) 675-3939	Timothy Olinger
CA	Lawndale	4423 Redondo Beach Boulevard	90260	(310) 793-7100	Geoffrey Hsu
CA	Lindsay	141 South Mirage Avenue	93247	(559) 562-4963	Garrick Peterson
CA	Livermore	2580 Old 1st Street	94550	(925) 449-8188	Richard Michelsen
				` '	
CA	Lodi	621 South Ham Lane, Suite C	95242	(209) 367-1000	Melanie Mook
CA	Lodi	421 South Ham Lane, Suite A	95242	(209) 466-5566	John Zeiter
CA	Lomita	2245 Lomita Boulevard	90717	(310) 534-1873	Zen Ni Su
CA	Lompoc	415 East Ocean Avenue, Suite B	93436	(805) 819-0742	Pinhkeo Southaphanh
CA	Long Beach	5531 East Stearns Street	90815	(562) 596-3838	Bunthay Tan
CA	Long Beach	1150 East Artesia Boulevard	90805	(562) 728-8087	Christina Turner
CA	Los Altos	215 Main Street	94022	(650) 947-3937	Wendy Ni
CA	Los Angeles	9701 West Pico Boulevard	90035	(310) 553-7011	John Maanum

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
CA	Los Angeles	4545 East 3rd Street, Suite 105	90022	(323) 261-3098	Eddy Naime
CA	Los Angeles	6225 West 87th Street	90045	(310) 674-5123	Marc Simmons
CA	Los Angeles	1605 Colorado Boulevard	90041	(323) 739-6092	Sepideh Omidghaemi
CA	Los Angeles	930 South Robertson Boulevard	90035	(310) 274-0653	Esther Yang
CA	Los Banos	1028 6th Street	93635	(209) 826-1434	Trajan Soares
CA	Los Gatos	233 North Santa Cruz Avenue	95030	(408) 354-9310	Jim Pietrantonio
CA	Los Gatos	825 Pollard Rd., Ste. 208	95032	(408) 378-1701	Kenneth Sweeney
CA	Madera	1930 Howard Road, Suite 122	93637	(559) 661-1927	Sandra OwYoung
CA	Manhattan Beach	946 Manhattan Beach Boulevard	90266	(310) 545-4585	John Funnell
CA	Manhattan Beach	220 North Aviation Boulevard	90266	(858) 736-6768	Chan Diep
CA	Manteca	1630 West Yosemite Avenue, Suite 3	95337	(209) 466-5566	John Zeiter
CA	Manteca	903 West Center Street	95337	(209) 823-1727	Tram Ton-Tran
CA	Marina Del Rey	588 Washington Blvd	90292	(310) 577-6608	Andy Huang
CA	Merced	197 West El Portal Drive, Suite A	95348	(209) 384-2110	Neil Nebeker
CA	Merced	780 West Olive Avenue. Suite 103	95348	(209) 384-2101	Paul Smith
CA	Merced	197 West El Portal Drive	95348	(209) 384-2110	Jing Han
CA	Mill Valley	250 Camino Alto	94941	(415) 381-3355	Robert Christensen
CA	Mill Valley	158 Throckmorton Avenue	94941	(415) 388-8262	Jean Brennan
CA	Millbrae	305 Broadway	94030	(650) 697-2475	Patricia Chang
CA	Mission Viejo	25800 Jeronimo Road, Suite 701	92691	(949) 799-3663	Vincent Cano
CA	Modesto		95355	` ′	Warren Kennedy
		1401 Sylvan Avenue		(209) 527-6640	
CA	Montebello	1818 West Beverly Boulevard	90640	(323) 888-2020	Maria Esther Salado
CA	Monterey Park	500 South Atlantic Boulevard	91754	(626) 570-8800	Danielle Tsao
CA	Moorpark	252 Los Angeles Avenue	93021	(805) 529-5497	John Wood
CA	Moreno Valley	24250 Postal Avenue, Suite 100	92553	(951) 242-2020	Huong Vu
CA	Morgan Hill	17190 Monterey Road, Suite 100	95037	(408) 779-5584	Robert Crowe
CA	Mountain View	1040-B North Rengstorff Avenue	94043	(650) 968-3937	Allison Zaum
CA	Mountain View	419 North Shoreline Boulevard	94043	(650) 967-5789	Ron Seger
CA	Murrieta	24640 Jefferson Avenue	92562	(951) 677-5144	Alex Tadros
CA	Newport Beach	1725 Westcliff Drive	92660	(949) 409-3040	Joann Choi
CA	Nipomo	125 South Frontage Road	93444	(805) 929-1982	Ben Palmer
CA	Novato	7075 Redwood Boulevard	94945	(415) 897-2997	Lora Pond
CA	Novato	1702 Novato Boulevard	94947	(415) 897-9691	Jasmine Chen
CA	Oakdale	190 South Maag Avenue	95361	(209) 847-1121	Danielle Boyd
CA	Oakland	3330 Grand Avenue	94610	(510) 832-3162	Diana Yuen
CA	Oakland	405 9th Street	94607	(510) 238-9797	Elsa Pao
CA	Oakland	1807 3rd Avenue	94606	(510) 444-1969	Serene Ngin
CA	Oakland	3714 MacArthur Boulevard	94619	(510) 530-2330	Serene Ngin
CA	Oceanside	3915 Mission Avenue	92057	(760) 757-8771	Adam Rosa
CA	Orange	3612 East Chapman Avenue	92869	(714) 769-2020	Vanessa Hsu
CA	Orange	850 East Chapman Avenue, Suite B	92866	(714) 974-8020	Alvin Arellano
CA	Orange	1234 West Chapman Avenue	92868	(714) 997-1091	Sandra Stevens
CA	Orinda	20 Orinda Way	94563	(925) 253-1320	Kristine Eng
CA	Oroville	1550 Myers Street, Suite A	95965	(530) 533-6604	Steven Rocchi
CA	Palm Desert	44435 Town Center Way, Suite B	92260	(760) 674-7272	Susan Shahriari
CA	Palmdale	38433 20th Street East	93550	(661) 947-2337	Glenn Hiura
CA	Paramount	14905 Paramount Blvd, Ste E	90723	(562) 633-6046	Ramon Merino
CA	Pasadena	267 South Euclid Avenue	91101	(626) 449-2020	Matthew Matsuzaki
CA	Pasadena	1368 East Walnut Street	91106	(626) 796-3105	Wendy Yeh
CA	Patterson	46 S. Del Puerto Ave., Ste. A	95363	(209) 892-2161	Freda Chin
CA	Penn Valley	11250 Pleasant Valley Road	95946	(530) 432-2020	Donald Beilstein
CA	Perris	1688 North Perris Boulevard, Suite L5	92571	(951) 940-8100	Charolette A. Barnes-LeBlanc
CA	Petaluma	157 Petaluma Boulevard North	94952	(510) 709-7294	Mina Chen
CA	Pismo Beach	300 James Way	93449	(805) 773-6000	Mona Gill
CA	Placentia	1525 North Placentia Avenue	92870	(714) 792-3619	Van Phan
CA	Placentia	1237 East Imperial Highway	92870	(714) 983-7088	Ling Huang
CA	Placerville	118 Main Street	95667	(530) 622-8300	Brett Perkins
CA	Pleasanton	5980 Stoneridge Drive, Suite 110	94588	(925) 463-7330	Susan Kim-Laubach
CA	1 ICasanton	4450 Black Avenue	94566	(925) 463-7330	Inning Chen

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
CA	Rancho Cordova	10921 Olson Drive	95670	(916) 635-1823	Ann Miyamura
CA	Rancho Cucamonga	12759 Foothill Boulevard	91739	(909) 899-0026	Justin Abo
CA	Rancho Cucamonga	8112 Milliken Avenue	91730	(909) 466-7599	Juliane Lee
CA	Rancho Mirage	71956 Magnesia Falls Drive	92270	(760) 674-8806	JaeHoon Lee
CA	Rancho Palos Verdes	28356 S Western Ave	90275	(310) 831-0841	Noha Shehata
CA	Red Bluff	1031 Washington Street	96080	(530) 527-2211	Theresa Asato
CA	Redding	3241 Churn Creek Road	96002	(530) 222-2020	Jeffrey Cooper
CA	Redding	2132 Eureka Way	96001	(530) 244-4234	Meredith Turner
CA	Redlands	458 Orange Street	92374	(909) 335-0300	Daniel Navarro
CA	Redlands	490 Alabama Street, Suite 107	92373	(909) 793-5565	Harvey Ledesma
CA	Redlands	112 East State Street	92373	(909) 792-2280	Jeffry Wu
CA	Reedley	1630 11th Street	93654	(559) 638-2246	Bryan Eidal
CA	Richmond	110 Washington Avenue	94801	(510) 235-5228	Paula Asmus
CA	Ripon	423 West Main Street	95366	(209) 599-3115	Duane Kirk
CA	Riverside	17675 Van Buren Boulevard, Suite C	92504	(951) 776-3100	Ho Young Cho
CA	Riverside	4294 Riverwalk Parkway	92505	(951) 687-7327	Jessica Duong
CA	Rocklin	4240 Rocklin Road, Suite 3	95677	(916) 624-0508	David Chan
CA	Rolling Hills Estates	727 Silver Spur Road	90274	(310) 541-3779	Borwen Shiue
CA	Rolling Hills Estates	827 Deep Valley Drive, Suite 311	90274	(310) 541-3411	James Hawley
CA	Rosemead Rosemead	8748 East Valley Boulevard	91770	(626) 573-2020	Susan Tran
CA	Roseville	576 North Sunrise Avenue	95661	(916) 773-3937	Christine Snow
		111		, ,	Debra Pattison
CA	Roseville	215 Vernon Street	95678	(916) 783-8144	
CA	Rowland Heights	1758 Sierra Leone Avenue, Suite A	91748	(626) 839-2938	Steve Penn
CA	Sacramento	7410 Greenhaven Drive, Suite 140	95831	(916) 421-1278	April Omoto
CA	Sacramento	6320 Mack Road	95823	(916) 421-3986	Thomas Wing
CA	Sacramento	6320 Mack Road	95823	(916) 421-3986	Albert Mar
CA	Sacramento	7215 Florin Mall Drive	95823	(916) 421-3500	Kingman Louie
CA	Sacramento	915 21st St.	95811	(916) 448-6622	Donald Yee
CA	Sacramento	925 Secret River Drive	95831	(916) 421-4111	Henny Toy
CA	Sacramento	2850 Del Paso Road, Suite 400	95834	(916) 285-9000	Scott Fong
CA	Sacramento	6833 Stockton Boulevard	95823	(916) 573-2020	Paula Vang
CA	Sacramento	811 Grand Avenue	95838	(916) 927-3773	Paula Vang
CA	Sacramento	8240 Calvine Road	95828	(916) 430-8424	Quyen Truong
CA	Salinas	17571 Vierra Canyon Road	93907	(831) 663-3276	WIlla Hisle
CA	San Bruno	931 West San Bruno Avenue	94066	(650) 588-7701	Connie Ha
CA	San Carlos	336 El Camino Real	94070	(650) 592-1820	Kristina Stasko
CA	San Carlos	57 El Camino Real	94070	(650) 593-1661	Carole Hong
CA	San Diego	8910 University Center Lane, Suite 800	92122	(858) 455-9950	David Geffen
CA	San Diego	8312 Lake Murray Boulevard, Suite C	92119	(619) 464-2076	Robert Gonzalez
CA	San Diego	4310 Genesee Avenue	92117	(858) 560-5181	Melanie Langford
CA	San Diego	2856 University Avenue	92104	(619) 280-0664	Stephen Chinn
CA	San Diego	3830 Valley Centre Drive	92130	(858) 350-4980	Michael Kling
CA	San Diego	3434 4th Avenue	92103	(619) 222-2020	Michael Kling
CA	San Diego	11835 Carmel Mountain Road	92128	(858) 674-1276	Mitchell Shulkin
CA	San Diego	12650 Sabre Springs Parkway	92128	(858) 748-1265	Janice Lau
CA	San Diego	9225 Mira Mesa Boulevard	92126	(858) 547-3988	Chi Huynh
CA	San Diego	10066 Pacific Heights Boulevard, Suite 112	92121	(858) 526-0890	Michael Wang
CA	San Diego	3145 Rosecrans Street	92110	(619) 224-2973	Michael Matthews
CA	San Diego	9460 Mira Mesa Boulevard, Suite A	92126	(858) 566-1756	Allen Chung
CA	San Diego	655 Saturn Boulevard	92154	(619) 425-9001	Kathryn Recker
CA	San Dimas	425 West Bonita Avenue, Suite 110B	91773	(909) 394-0462	David Swearingen
CA	San Francisco	4080 24th Street	94114	(415) 282-1366	Victor Bautista
CA	San Francisco	4390 Mission Street	94112	(415) 585-4966	June Chun
CA	San Jose	590 Blossom Hill Road	95123	(408) 227-2020	Phuong Pham
CA	San Jose	173 North Morrison Avenue, Suite B	95126	(408) 372-7647	Phuong Pham
CA	San Jose	690 River Oaks Parkway	95134	(408) 502-7636	Elaine Chung
CA	San Jose	618 Blossom Hill Road, Suite 100	95123	(408) 891-5629	Lisa Ko
CA	San Jose San Leandro	1332 East 14th Street	94577	(510) 614-2020	Rosie Flores
CA	San Leandro	117 Pelton Center Way	94377	(510) 814-2020	Minati Acharya

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
CA	San Luis Obispo	894 Meinecke Avenue, Suite A	93405	(805) 543-6632	Amanda Parreira
CA	San Pedro	625 West 9th Street	90731	(310) 833-2495	Jennifer Che
CA	San Rafael	1436 4th St.	94901	(415) 454-0354	Ronald Garcia
CA	San Rafael	1924 4th Street	94901	(415) 457-2020	Jeffrey Salman
CA	Sanger	1400 Jensen Avenue	93657	(559) 875-4515	Larry Kebo
CA	Sanger	1000 N Street	93657	(559) 875-1112	Donna Chastain
CA	Santa Ana	1730 East 17th Street, Suite G	92705	(714) 543-9489	Se Lim
CA	Santa Barbara	1805 State Street	93101	(805) 569-1504	Joanne Gronquist
CA	Santa Monica	1234 Seventh Street	90401	(310) 395-5778	Vipal Gandhi
CA	Santa Monica	1150 18th Street	90403	(424) 208-3107	Maylin Gonzalez
CA	Scotts Valley	221 Mount Hermon Road	95066	(831) 438-4482	Anthony Giannotti
CA	Selma Selma	2020 High St., Suite 1	93662	(559) 896-3937	David King
CA	Sierra Madre	14 W Sierra Madre Blvd.	91024	` ′	Eric To
				(626) 921-0199	
CA	Simi Valley	3064 Cochran Street	93065	(805) 527-1700	Thomas Rogers
CA	Simi Valley	1030-B East Los Angeles Avenue	93065	(805) 577-9177	Carrie Kubota
CA	Solvang	2040 Viborg Road, Suite 240	93463	(805) 688-0707	Kenneth Kendall
CA	Sonora	14550 Mono Way	95370	(209) 532-7192	Victor Child
CA	Sonora	13923 Mono Way	95370	(209) 533-2550	Peter Shumway
CA	South Pasadena	1103 Fair Oaks Avenue	91030	(626) 441-0770	Justin Hu
CA	Spring Valley	9628 Campo Road, Suite C	91977	(619) 463-9318	John Fleming
CA	St. Helena	1104 Adams Street	94574	(707) 963-7923	Matthew Hileman
CA	Stanton	7038 Katella Avenue	90680	(714) 895-4899	Warren Ansaldo
CA	Stockton	255 East Weber Avenue	95202	(209) 466-5566	John Zeiter
CA	Stockton	1801 East March Lane, Suite C-350	95210	(209) 951-1178	John Zeiter
CA	Sun City	27830 Bradley Road	92586	(951) 672-4971	Lysle Shaw-McMinn
CA	Sun Valley	8101 Sunland Blvd.	91352	(818) 767-2050	Dr. Irwin Dudow
CA	Sylmar	12661 Glenoaks Boulevard	91342	(818) 367-2171	Craig Hoeft
CA	Temecula	41238 Margarita Road	92591	(951) 587-2333	James Creech
CA	Temecula	41720 Winchester Road	92590	(951) 296-1822	Brian Parker
CA	Thousand Oaks	2125 East Thousand Oaks Boulevard	91362	(805) 497-7373	Paul Snyder
CA	Torrance	4854 West 190th Street	90503	(310) 371-1712	J. Scott Fleming
CA	Torrance	22809 Hawthorne Boulevard	90505	(310) 373-9993	Anna Parfenova
CA	Torrance	3525 Pacific Coast Highway	90505	(310) 325-7799	Robert Tamayo
CA	Torrance	3858 West Carson Street, Suite 110	90503	(310) 792-6200	Deborah Geering-Fend
CA	Torrance	2551 Pacific Coast Highway	90505	(310) 326-2881	Nolan Ng
CA	Torrance	4247 Pacific Coast Highway	90505	(424) 341-3931	Julie Forister
CA	Torrance	2202 West Artesia Boulevard, Suite A	90504	(310) 327-4878	Debbie Goya
CA	Torrance	1640 Arlington Avenue	90501	(310) 328-2020	Irene Flores
CA	Tracy	36 West 10th Street	95376	(209) 835-7446	David Moline
CA	Tracy	2104 West Grant Line Road	95377	(209) 229-8611	Corinna Shelley
CA	· ·				David Moline
	Tracy	4598 South Tracy Boulevard, Suite 130	95377	(209) 835-1181	
CA	Turlock	991 E. Monte Vista Ave.	95382	(209) 634-8591	Trevor Irish
CA	Turlock	2010 West Monte Vista Avenue	95382	(209) 667-1213	Ruth Bonander
CA	Tustin	17300 East 17th Street	92780	(714) 838-9664	Alexander Elson
CA	Union City	34724 Alvarado-Niles Road	94587	(510) 489-5510	Gary Louie
CA	Upland	155 North 2nd Avenue	91786	(909) 985-1814	Felicia Simonis
CA	Upland	1118 East 19th Street	91784	(909) 982-0988	JaeHoon Lee
CA	Vacaville	2581 Nut Tree Road	95687	(707) 447-1332	Tia Horie
CA	Valencia	27674 Newhall Ranch Road	91355	(661) 257-4499	Ann Kim
CA	Valencia	24581 Copper Hill Drive	91354	(661) 877-4994	Krista Roden
CA	Vallejo	127 Hospital Drive, Suite 201	94589	(707) 554-3101	Patricia Ebright
CA	Van Nuys	14434 Hamlin Street	91401	(818) 785-4040	J. Solomon Moore
CA	Ventura	1445 Donlon Street	93003	(805) 642-3777	Thomas Funnell
CA	Ventura	828 East Main Street	93001	(805) 643-5687	Claire Azzam
CA	Victorville	14309 Bear Valley Road	92392	(760) 995-4000	Juliane Lee
CA	Villa Park	17829 Santiago Boulevard	92861	(714) 998-6610	Robert Downs
CA	Visalia	812 West Oak Avenue	93291	(559) 732-0778	Mark Price
CA	Vista	931 Anza Avenue	92084	(760) 803-7418	Bruce George
CA	Walnut	21018 Golden Springs Drive	91789	(909) 594-3600	Roy Takemura

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
CA	West Covina	2359 South Azusa Ave.	91792	(626) 913-2244	Christine Chang
CA	West Los Angeles	11540 Santa Monica Boulevard	90025	(310) 473-5464	Carolyn Wong
CA	Westlake Village	277 Hampshire Road	91361	(805) 495-4625	Mann Trinh
CA	Westlake Village	3900 East Thousand Oaks Boulevard	91361	(805) 777-8888	Darren Osterloh
CA	Westminster	9600 Bolsa Avenue	92683	(714) 775-7045	Phuong Le
CA	Westminster	14361 Beach Boulevard	92683	(714) 684-1711	Phuong Le
CA	Whittier	13313 East TeleIgraph Road	90605	(562) 946-1957	Kenzo Sean Otsuji
CA	Whittier	8135 Painter Avenue, Suite 100	90602	(562) 945-7300	Aaronshawn Poolsaad
CA	Whittier	6309 Greenleaf Avenue	90601	(562) 698-3279	Catherine Cizmar
CA	Wildomar	23905 Clinton Keith Road, Suite 115	92595	(951) 304-9733	Mark Jury
CA	Willows	1070 West Wood Street	95988	(530) 934-3373	Timothy Robertson
CA	Windsor	8911 Lakewood Drive	95492	(707) 838-9393	Kimberly Lyons
CA	Winters	101 East Grant Avenue	95694	(530) 795-2551	Edward Andersen
	Woodland Hills			` ′	Bruce Lucas
CA		20121 Ventura Boulevard, Suite 102	91364	(818) 348-1266	
CA	Yorba Linda	17451 Bastanchury Road, Suite 104C1	92886	(714) 927-2020	Alvin Arellano
CA	Yorba Linda	18291 Imperial Highway	92886	(714) 777-1770	Alexander Elson
CA	Yuba City	1245 Tharp Road	95993	(530) 674-5273	Gary Taxerea
CO	Arvada	14749 W. 87th Parkway	80005	(720) 673-0555	Marc Ofchinick
СО	Aurora	15101 East Iliff Avenue	80014	(303) 366-1235	Ruth Scholten-Lellbach
СО	Berthoud	1211 Lake Avenue	80513	(970) 532-5605	Wm. Rex Eland
CO	Broomfield	13605 Xavier Lane	80023	(303) 951-1820	Mary Anne Murphy
CO	Brush	212 Cameron Street	80723	(970) 842-5166	George Hertneky
СО	Burlington	1275 Rose Avenue, Suite A	80807	(719) 346-8415	Jeff Morrison
CO	Castle Rock	658 Genoa Way, Unit B	80109	(303) 337-2020	Garrett Moen
CO	Centennial	6650 South Vine Street	80122	(303) 798-5533	Jon Pederson
CO	Centennial	7960 South University Boulevard, Suite 102	80122	(303) 761-2345	Walter Morton
CO	Colorado Springs	6005 Delmonico Drive, Suite 140	80919	(719) 522-9393	Jerry Hendricks
CO	Colorado Springs	6071 East Woodmen Road	80923	(719) 380-6808	Melissa Tada
CO	Colorado Springs	8540 Scarborough Drive, Suite 240	80920	(719) 495-5904	S. Matthew Buchanan
CO	Colorado Springs	11550 Ridgeline Drive	80921	(719) 636-2020	Nicole Bergamo
CO	Colorado Springs	1234 East Woodmen Road, Suite 120	80920	(719) 602-4082	Jason Leonhardt
СО	Colorado Springs	3625 Star Ranch Road	80906	(719) 394-3939	Ryan Bauer
CO	Cortez	22 South Beech Street	81321	(970) 565-7195	Robert Underwood
CO	Denver	4500 West 38th Avenue	80212	(303) 455-0888	Dien Le
CO	Denver	1336 Leyden Street	80220	(303) 333-9898	Janice Jarrett
СО	Denver	2515 Eliot Street	80211	(303) 322-4652	Nathan Lohmeyer
CO	Denver	2040 West 30th Avenue	80211	(361) 876-8521	Aaron Winstead
CO	Dillon	256 Dillon Ridge Road, Suite A12	80435	(970) 468-6591	James Cutler
CO	Durango	2977 Main Avenue	81301	(970) 382-8790	Matt Burgess
CO	Edgewater	1931 Sheridan Boulevard	80214	(303) 578-8055	Jill Bert
СО	Erie	615 Mitchell Way	80516	(303) 828-1512	Doug Kennedy
СО	Firestone	6120 Firestone Boulevard., Suite 403	80510	(720) 966-2020	Jason Kaminski
СО	Frisco	842 North Summit Boulevard	80443	(970) 668-0122	James Cutler
СО	Ft. Collins	2111 Custer Drive	80525	(970) 008-0122	Amy Abel
СО	Ft. Collins	712 Whalers Way, Suite A 210	80525	(970) 282-7739	Matthew Skrdla
				` ′	
CO	Ft. Morgan	529 Saunders Road	80701	(970) 867-3937	Zoey Loomis
СО	Greeley Greeley	5290 West 9th Street Drive	80634	(970) 353-5560	Scott Chenore
CO	-	2867 35th Avenue	80634	(970) 346-1411	Ron Mearsha
CO	Greeley	2108 35th Avenue	80634	(970) 356-0100	Ron Mearsha
CO	Highlands Ranch	4008 Red Cedar Dr., Suite D-1	80126	(303) 471-2244	Lindsay Loock
CO	Johnstown	257 Johnstown Center Drive	80534	(970) 587-0827	Grant Schaneman
CO	Lafayette	2552 Lexington Street	80026	(202) 746-3321	Melinda Rodriguez
СО	Lakewood	12810 West Alameda Pkwy	80228	(303) 986-5565	Kevin Krajewski
CO	Lakewood	255 Union Boulevard	80228	(303) 985-0004	George Mamalis
СО	Littleton	11757 W Ken Caryl Ave	80127	(303) 904-4555	Robert Stanga
CO	Longmont	2130 Mountain View Avenue, Suite 207	80501	(303) 772-2755	Jason Kaminski
CO	Monte Vista	101 Chico Ct.	81144	(719) 852-3412	Paul Heersink
CO	Montrose	400 South Nevada Ave.	81401	(970) 249-3914	Wesley Cooper
CO	Monument	1860 Woodmoor Drive	80132	(719) 488-2042	Brandon Sloan

Office	Office City	Office Address	Office Zip	Office Phone	Office Owner
State CO	Pagosa Springs	190 Talisman Drive	81147	(970) 731-4347	Jonathan Zissman
CO	Silverthorne	358 Blue River Parkway, Suite D	80498	(970) 368-6539	Jessica Hegewald
CO	Sterling	419 West Main Street	80751	(970) 522-2020	Todd Wolfley
CO	Telluride	220 East Colorado Ave., Ste. 208	81435	(970) 708-4890	Suzanne Hazen
CO	Woodland Park	101C Sundial Drive	80863	(719) 687-3937	Thomas Cummings
CO	Wray	415 Main Street	80758	(970) 332-4823	Mark Wahlmeier
CO	Yuma	105 South Main Street	80759	(970) 848-5345	Mark Wahlmeier
CT	Bloomfield	397 Cottage Grove Road	06002	(860) 658-1704	Steven Gerber
CT	Bristol	156 Farmington Avenue	06010	(860) 582-0702	Maria Della Porta
CT	Danbury	18 Mill Plain Road	06811	(203) 748-3937	Ivan Wong
CT	East Haven	64 Thompson Street, Suite B-104	06513	(203) 469-1012	Maria Diaz
CT	Guilford	705 Boston Post Road, Suite A10	06437	(203) 458-1900	Christian Swenby
CT	Madison	1347 Boston Post Road	06443	(203) 245-8567	Maria Diaz
CT	Somers	48 South Road # 8	06071	(860) 763-4733	Steven Squillace
CT	Stratford	7365 Main Street	06614	(203) 377-3937	Kurt Tichy
CT	Waterbury	3528 East Main Street	06705	(203) 527-4083	Karen Bonnanzio
CT	West Hartford	17 South Main Street	06107	(860) 231-8482	Melissa Lambright
CT	Willimantic	16 Walnut Street	06226	(860) 423-2565	Sean McKeown
CT	Wilton	115 Old Ridgefield Rd.	06897	(203) 834-0860	Jean-Marc Alling
DC	Washington	1776 G Street Northwest	20006	(202) 298-6878	Robert Allen
DE	Dover	1198 South Governors Avenue	19904	(302) 734-3511	Heather Riemann
DE	Georgetown	502 West Market Street	19947	(302) 856-2020	Hayley Sprague
DE	Lewes	34446 King Street Row 1	19958	(302) 645-8881	Hayley Sprague
DE	Millsboro	32030 Long Neck Road	19966	(302) 947-2020	Hayley Sprague
DE	Newark	317 East Main Street	19711	(302) 737-5777	Amy Farrall
DE	Newark	45 East Main Street, Suite 201	19711	(302) 224-3000	Yvonne Kneisley
DE	Seaford	8500 Herring Run Rd.	19973	(302) 629-6691	Sonja Biddle
DE	Selbyville	17 Lighthouse Road	19975	(302) 436-2020	Hayley Sprague
DE	Wilmington	801 E. Newport Pike	19804	(302) 999-1286	Daniel Baruffi
DE	Wilmington	3105 Limestone Road	19808	(302) 998-1395	Don Blackburn
DE	Wilmington	1809 Marsh Road	19810	(302) 475-8897	Stanley Strauss
FL	Apollo Beach	242 Harbor Village Lane	33572	(813) 645-2022	Catherine Yaeckel
FL	Bonita Springs	25225 Chamber of Commerce Drive	34135	(239) 495-2020	Travis Gresham
FL	Bonita Springs	26381 South Tamiami Trail, Suite 112	34134	(239) 992-2020	Joe Reyes
FL	Boynton Beach	640 W Boynton Beach Boulevard	33426	(561) 732-8088	Greg Pientka
FL	Bradenton	6156 53rd Avenue E	34203	(941) 753-2020	Ankit Patel
FL	Bradenton	2020 Manatee Avenue W	34205	(941) 747-1831	Elizabeth Vawter
FL	Bradenton	8457 Heritage Green Way	34212	TBD	Ankit Patel
FL	Brandon	1180 Nikki View Drive	33511	(813) 651-1400	Laura Vizzari
FL	Brooksville	86 Ponce De Leon Boulevard	34601	(352) 796-2141	J. Casey Coppedge
FL	Cape Coral	217 Del Prado Boulevard South	33990	(239) 573-3937	Heather Trapheagen
FL	Casselberry	3950 South Highway 17 92	32707	(321) 351-4499	Farhana Yunus
FL	Celebration	741 Front Street, Suite 120	34747	(407) 566-2020	Margaret Grand
FL	Clermont	219 Citrus Tower Boulevard	34711	(352) 243-2700	Samantha Love
FL	Cocoa Beach	5505 North Atlantic Avenue	32931	(321) 783-2002	David Hendrix
FL	Cooper City	5540 South Flamingo Road	33330	(954) 434-2020	Cristina Sicoia
FL	Coral Springs	9773 West Sample Road	33065	(954) 753-0137	Katherine Orellana-Medina
FL	Davie	4671 South University Drive	33328	(954) 434-4671	Rishi Shah
FL	Delray Beach	900 East Atlantic Avenue, Suite 17	33483	(561) 265-2020	Kandace Haines
FL	Destin	36086 Emerald Coast Parkway	32541	(850) 424-6677	Kevin Wells
FL	Dunedin	928 Curlew Road	34698	(727) 222-2020	Maria Loulourgas
FL	Fernandina Beach	1411 South 14th Street, Suite G	32034	(904) 321-1333	Gerald Koss
FL	Ft. Lauderdale	640 North Federal Highway	33304	(954) 522-3918	Brandon Cornish
FL	Ft. Lauderdale	1567 S Federal Highway	33316	(954) 763-2842	Dawn Bearden
FL	Ft. Myers	5995 South Pointe Boulevard, Suite 111	33919	(239) 482-0355	Timothy Underhill
FL	Ft. Myers	8890 Salrose Lane, Unit 203	33912	(239) 313-6011	Jordan Brooks
FL	Ft. Myers	14290 Metropolis Avenue, Suite 2	33912	(239) 561-0679	Andrew Hart
FL	Ft. Pierce	2305 Oleander Ave	34982	(772) 465-6616	Shannon Clark-Leitenbauer
			32547		Michael Fregger

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
FL	Gainesville	817 Northwest 56th Terrace, Suite B	32605	(352) 331-7771	R. Kevin Quinn
FL	Gainesville	2677 SW 87th Drive	32608	(352) 448-3932	Marc Robinson
FL	Greenacres	5875 Lake Worth Rd.	33463	(561) 965-7600	Hetel Bhakta
FL	Hollywood	3277 Hollywood Boulevard	33021	(954) 987-6500	James Beranek
FL	Homestead	28 North Homestead Blvd.	33030	(305) 247-2334	Patrick Del Vecchio
FL	Indian Harbour Beach	2194 Florida A1A	32937	(321) 777-1670	LeAnn Mandese
FL	Jacksonville	4131 Southside Boulevard, Suite 203	32216	(904) 646-9737	Janet Mint
FL	Jacksonville	3546 St. John's Bluff Road S, Unit 203	32224	(904) 996-1533	Michael Powers
FL	Jacksonville	5255 Dunn Avenue	32218	(904) 757-1495	Jeffrey Brown
FL	Jacksonville	201 North Hogan Street, Suite 100	32202	(904) 356-9431	Colleen King
FL	Jacksonville	14964 Max Leggett Parkway, Suite 106	32218	(904) 686-1386	Allison Falden
FL	Jacksonville	4871 Town Center Parkway	32246	(904) 686-1386	Allison Falden
FL	Jensen Beach	·	34957	` '	
		3201 Northeast Skyline Drive, Suite D		(772) 334-4264	Jewell Chang
FL	Jupiter	935 Military Trail	33458	(561) 575-4616	Joel Hersch
FL	Jupiter	451 University Blvd., Ste. 102	33458	(561) 625-4380	Debra Shim
FL	Jupiter	103 South US Hwy 1, Suite B2	33477	(561) 746-5910	Michael Lessly
FL	Jupiter	10088 Indiantown Road	33478	(561) 250-0655	Jacqueline Westcott
FL	Jupiter	3893 Military Trail	33458	(561) 429-8753	Jacqueline Westcott
FL	Key West	3306 North Roosevelt Boulevard	33040	(305) 294-5503	Stephen Oppenheimer
FL	Kissimmee	703 N. Main Street	34744	(407) 350-4342	Kristine Sam
FL	Kissimmee	1338 East Vine Street	34744	(407) 846-4300	Carl Ritch
FL	LaBelle	415 SR 80	33935	(863) 675-2015	Allison Leblanc
FL	Lake City	125 Southwest Midtown Place	32025	(386) 466-1062	Frank Broome
FL	Lake Mary	440 St Charles Court	32746	(407) 333-2740	Marie Tartibi
FL	Lake Mary	800 Currency Circle, Suite 1010	32746	(407) 821-3345	Kristin Bever
FL	Lake Worth	6201 South Jog Road, Suite 104	33467	(561) 967-1888	Barton Parker
FL	Lakeland	1400 South Florida Avenue	33803	TBD	Ornella Aluwiesi
FL	Lakewood Ranch	11151 State Road 70 East	34202	(941) 739-5959	Troy Bedinghaus
FL	Land O Lakes	19455 Shumard Oak Drive	34638	(813) 909-7281	Jose Santos
FL	Land O'Lakes	21517 Village Lakes Shopping Center	34639	(813) 949-1982	Luc Kanicky
FL	Lauderhill	7187 West Oakland Park Boulevard	33313	(954) 306-2409	Hieu Nguyen
FL		983 West State Road 434	32750		Dale Johnson
	Longwood			(407) 261-0505	
FL	Longwood	105 East Lake Brantley Drive	32779	(407) 869-4733	Christopher Pearson
FL	Marathon	6400 Overseas Highway	33050	(305) 743-2020	John Sheldon
FL	Marco Island	914 Park Ave.	34145	(239) 394-3068	Michael Madison
FL	Melbourne	2229 W New Haven Ave	32904	(321) 726-6551	Raymond Hermida
FL	Melbourne	964 South Wickham Road	32904	(321) 339-2211	Diana Hernandez
FL	Melbourne	5500 Stadium Parkway	32940	(321) 631-2811	Jacqueline Tran
FL	Melbourne Beach	3830 Highway A1A South	32951	(321) 308-2015	Brett Reynolds
FL	Merritt Island	950 North Courtenay Parkway, Suite 12	32953	(321) 453-1657	Peter Santisi
FL	Merritt Island	228 South Courtenay Parkway	32952	(321) 454-3002	Frank Curington
FL	Miami	10521 North Kendall Drive, Suite E103	33176	(305) 279-2212	Ivana Estrada
FL	Miami	8231 S. Dixie Highway, Dixie Pointe Plaza	33143	(305) 670-6060	Jerome Hernandez
FL	Miami	12091 SW 152nd St.	33177	(305) 232-3937	Andrew Chen
FL	Miami	7000 SW 97th Ave., Ste. 203	33173	(786) 452-8787	Andrew Chen
FL	Miami	7875 South West 104th Street	33156	(305) 609-8385	Zuriany Olive
FL	Miami	4234 Southwest 152 Avenue	33185	(786) 542-5712	Lieta Diaz
FL	Miami	537 Southwest 12th Avenue	33130	(305) 420-6773	Rene Gonzales Camacho
FL	Miami	1407 SW 107th Avenue	33174	(305) 552-5595	Rene Gonzales Camacho
FL	Miami	767 Northwest 37th Avenue	33125	(786) 452-8544	Ivonne Ortiz
FL	Naples	60-10th Street North	34102	(239) 261-7071	Bonny Eads
FL	Naples	4060 Tamiami Trail North #4	34102	(239) 261-7071	Terry Van Der Heyden
	*			` '	
FL	Naples	2382 Immokalee Road	34110	(239) 631-6451	Jill Sagona
FL	New Port Richey	8603 Easthaven Court, Suite 101	34655	(727) 844-3223	Vincent Azzue
FL	Newberry	14128 West Newberry Road	32669	TBD	Stephen Hedges
FL	North Miami Beach	1031 Ives Dairy Rd	33179	(305) 651-8832	Rishi Shah
	1	810 NE 25th Ave.	34470	(352) 732-0046	Matthew Lentsch
FL FL	Ocala Ocoee	10101 West Colonial Drive., Suite 100	34761	(407) 445-5170	Mark Coan

Okeechobee Orlando Orl	710 South Parrott Avenue 400 North Bumby Avenue 6601 Old Winter Garden Road, Suite 104 2933 East Colonial Drive 425 South Avalon Park Boulevard 6431 Chickasaw Trail South 5006 Dr. Phillips Boulevard 567 South Chickasaw Trail 720 Rugby Street 4829 New Broad St. 11794 East Colonial Drive 15508 West Colonial Drive 8685 Fenton Street 1020 Lockwood Boulevard 2990 Bliss Cove 171 South Central Avenue 5389 Woodbine Road 1051 Port Malabar Boulevard #14 4871 PGA Blvd. 11380 Prosperity Farms Road, Suite 120 1714 West 23rd Street, Suite K 651 Grand Panama Boulevard	34974 32803 32835 32803 32828 32829 32819 32825 32804 32817 34787 32836 32765 32765 32765 32765 32571 32905 33418 33410 32405	(863) 467-0595 (407) 893-6222 (407) 292-9812 (407) 894-5441 (407) 658-6580 (407) 482-4800 (407) 298-8819 (407) 930-5566 (407) 271-4455 (407) 979-4829 (407) 904-4431 TBD TBD (407) 971-1001 (407) 890-9507 (407) 359-8016 (850) 995-3232 (321) 723-9350 (561) 336-0733 (561) 627-1114	Christine Bishop Mark Perry Marie Seide-justin Duy Vy Thanh Nguyen Michael Salinas Brenda DeForrest Anthony Huynh Jeanine Armesto Aliasghar Jagani Brandon Mondesir Ashley Kimble Amita Patel David Fisher Chris Stewart Emy Feliciano Cheryl Barton Christopher Allen Adam Ramsey
Orlando Orland	6601 Old Winter Garden Road, Suite 104 2933 East Colonial Drive 425 South Avalon Park Boulevard 6431 Chickasaw Trail South 5006 Dr. Phillips Boulevard 567 South Chickasaw Trail 720 Rugby Street 4829 New Broad St. 11794 East Colonial Drive 15508 West Colonial Drive 8685 Fenton Street 1020 Lockwood Boulevard 2990 Bliss Cove 171 South Central Avenue 5389 Woodbine Road 1051 Port Malabar Boulevard #14 4871 PGA Blvd. 11380 Prosperity Farms Road, Suite 120 1714 West 23rd Street, Suite K 651 Grand Panama Boulevard	32835 32803 32828 32829 32819 32825 32804 32814 32817 34787 32836 32765 32765 32765 32765 32765 32571 32905 33418 33410	(407) 893-6222 (407) 292-9812 (407) 894-5441 (407) 658-6580 (407) 482-4800 (407) 298-8819 (407) 930-5566 (407) 271-4455 (407) 979-4829 (407) 904-4431 TBD TBD (407) 971-1001 (407) 890-9507 (407) 359-8016 (850) 995-3232 (321) 723-9350 (561) 336-0733 (561) 627-1114	Mark Perry Marie Seide-justin Duy Vy Thanh Nguyen Michael Salinas Brenda DeForrest Anthony Huynh Jeanine Armesto Aliasghar Jagani Brandon Mondesir Ashley Kimble Amita Patel David Fisher Chris Stewart Emy Feliciano Cheryl Barton Christopher Allen Adam Ramsey
Orlando Orland	6601 Old Winter Garden Road, Suite 104 2933 East Colonial Drive 425 South Avalon Park Boulevard 6431 Chickasaw Trail South 5006 Dr. Phillips Boulevard 567 South Chickasaw Trail 720 Rugby Street 4829 New Broad St. 11794 East Colonial Drive 15508 West Colonial Drive 8685 Fenton Street 1020 Lockwood Boulevard 2990 Bliss Cove 171 South Central Avenue 5389 Woodbine Road 1051 Port Malabar Boulevard #14 4871 PGA Blvd. 11380 Prosperity Farms Road, Suite 120 1714 West 23rd Street, Suite K 651 Grand Panama Boulevard	32835 32803 32828 32829 32819 32825 32804 32814 32817 34787 32836 32765 32765 32765 32765 32765 32571 32905 33418 33410	(407) 292-9812 (407) 894-5441 (407) 658-6580 (407) 482-4800 (407) 298-8819 (407) 930-5566 (407) 271-4455 (407) 979-4829 (407) 904-4431 TBD TBD (407) 971-1001 (407) 890-9507 (407) 359-8016 (850) 995-3232 (321) 723-9350 (561) 336-0733 (561) 627-1114	Marie Seide-justin Duy Vy Thanh Nguyen Michael Salinas Brenda DeForrest Anthony Huynh Jeanine Armesto Aliasghar Jagani Brandon Mondesir Ashley Kimble Amita Patel David Fisher Chris Stewart Emy Feliciano Cheryl Barton Christopher Allen Adam Ramsey
Orlando Orland	2933 East Colonial Drive 425 South Avalon Park Boulevard 6431 Chickasaw Trail South 5006 Dr. Phillips Boulevard 567 South Chickasaw Trail 720 Rugby Street 4829 New Broad St. 11794 East Colonial Drive 15508 West Colonial Drive 8685 Fenton Street 1020 Lockwood Boulevard 2990 Bliss Cove 171 South Central Avenue 5389 Woodbine Road 1051 Port Malabar Boulevard #14 4871 PGA Blvd. 11380 Prosperity Farms Road, Suite 120 1714 West 23rd Street, Suite K 651 Grand Panama Boulevard 10060 US Highway 301 North	32803 32828 32829 32819 32825 32804 32814 32817 34787 32836 32765 32765 32765 32765 32571 32905 33418 33410	(407) 894-5441 (407) 658-6580 (407) 482-4800 (407) 298-8819 (407) 930-5566 (407) 271-4455 (407) 904-4431 TBD TBD (407) 971-1001 (407) 890-9507 (407) 359-8016 (850) 995-3232 (321) 723-9350 (561) 336-0733 (561) 627-1114	Duy Vy Thanh Nguyen Michael Salinas Brenda DeForrest Anthony Huynh Jeanine Armesto Aliasghar Jagani Brandon Mondesir Ashley Kimble Amita Patel David Fisher Chris Stewart Emy Feliciano Cheryl Barton Christopher Allen Adam Ramsey
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Palm Beach Gardens Palm Beach Gardens Panama City Panama City Beach Parrish Pembroke Pines Pensacola	4871 PGA Blvd. 11380 Prosperity Farms Road, Suite 120 1714 West 23rd Street, Suite K 651 Grand Panama Boulevard 10060 US Highway 301 North	33418 33410	(561) 336-0733 (561) 627-1114	Adam Ramsey
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Panama City Beach Parrish Pembroke Pines Pensacola	651 Grand Panama Boulevard 10060 US Highway 301 North	32405		Mark Marciano
Parrish Pembroke Pines Pensacola	10060 US Highway 301 North		(850) 215-9101	William Patterson
Pembroke Pines Pensacola		32407	TBD	Mona Patel
Pensacola		34219	(941) 304-2015	Troy Bedinghaus
	18503 Pines Boulevard, Suite 205	33029	(954) 430-8330	Caleb Kennedy
Pensacola	3960 West Navy Boulevard	32507	(850) 455-0120	Clare Leonard
	1108 Airport Boulevard, Suite B	32504	(850) 474-0300	Lindsay Durtschi
Plantation	10187 West Sunrise Boulevard	33322	(954) 916-0017	Dusk Falkner-Martinez
Plantation	9711 West Broward Blvd.	33324	(954) 474-1374	Michael Holifield
Ponte Vedra Beach	880 A1A North	32082	(904) 686-1386	Allison Falden
Port Charlotte	701 JC Center Court	33954	(941) 624-3939	Rhiannon Maggiore
Punta Gorda	42041 Cypress Parkway	33982	(111) 111-1111	Jill Sagona
Riverview	11422 South US Highway 301	33578	(111) 111-1111	Cathrine Farah
Rockledge	1982 S. U.S. Highway 1, Suite 101	32955	(321) 636-7200	Frank Curington
Rockledge	1285 US Highway 1	32955	(321) 631-2811	Jacqueline Tran
Royal Palm Beach	137 South State Road 7, Suite 303	33414	(561) 798-7432	Jolene Reiter
Safety Harbor	330 Main Street	34695	(727) 791-1233	Jose Santos
Sanford	157 Towne Center Boulevard	32771	(407) 302-4480	Sandra Frutchey
Santa Rosa Beach		32459		Kevin Wells
Sarasota	·	34239	` '	Steven Bovio
Sarasota			` /	Donna Shotwell
St. Augustine			` '	Michael Vuong
St. Cloud	<u> </u>		` ′	Carl Ritch
St. Johns			` '	Jordan Dau
Starke			` /	Michael Schlofman
Stuart			` '	Brad Waronicki
			` /	Richard Hamilton
			` '	Wendy Carbone
			. ,	Daniel Guild
*			` ′	Nate Bonilla-Warford
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				Nate Bonilla-Warford
•			` ′	James Greco
			` '	Dennis Garcia
				Jannah Landsaw
l'equesta				Marilu Ford
Γitusville	-			Gregory Aker
				David Hendrix
Γitusville	1114 South Washington Avenue			Gregory Aker
Titusville		32580	(850) 729-8711 (813) 654-0220	Annette Brabham Branning Hollis
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Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
FL	Vero Beach	333 17th St., Ste. G	32960	(772) 978-0845	Brice Roselli
FL	Viera	5455 Murrell Rd., Ste. 107	32955	(321) 636-1972	Mark Fisher
FL	Wellington	3175 State Road 7, Ste 100	33449	(561) 439-2020	Lori Mazza
FL	West Palm Beach	1788 North Jog Road	33411	(561) 242-1200	Mark Marciano
FL	Winter Garden	1620 Avalon Road	34787	(407) 377-7633	Thanh Nguyen
FL	Winter Garden	15820 Shaddock Drive	34787	(407) 798-8485	Tejas Patel
FL	Winter Park	1935 State Road 436	32792	(407) 671-0960	James Podschun
FL	Winter Park	1933 Aloma Avenue	32792	(407) 677-8666	Sheri Mcgurk
FL	Winter Park	1928 Howell Branch Rd.	32792	(407) 671-5445	Gary Barker
GA	Adairsville	14 Legacy Way, Suite D	30103	(770) 773-1584	Gilbert James
GA	Albany	2809 Old Dawson Road	31707	(229) 888-3937	J. Taylor Prchal
GA	Alpharetta	6300 Atlanta Hwy. 9, Suite 101A	30004	(678) 825-4077	Stella Onyekwelu
GA	Americus	208 East Lamar Street, Suite B	31709	(229) 924-9998	Robin Chandler-Morgan
GA	Athens	698 South Milledge Avenue	30605	` ′	Jon Forche
		ē		(706) 543-2020	
GA	Atlanta	5380 Roswell Road Northeast	30342	(404) 250-1680	David Sweeney
GA	Atlanta	3120 Maple Drive	30305	(404) 233-3267	Brian Kahn
GA	Atlanta	2020 Howell Mill Road, Suite 37	30318	(404) 835-2975	Andrea Knouff
GA	Baxley	510 South Main Street, Suite. A	31513	(912) 705-2020	Timothy Lovett
GA	Blakely	6 Court Square	39823	(229) 518-6205	J. Taylor Prchal
GA	Braselton	5391 Highway 53	30517	(706) 658-0270	Darrell Sorah
GA	Brunswick	90 Village At Glynn Place	31525	(912) 264-6000	Ian Buchli
GA	Buford	3290 Buford Drive, Suite B-2	30519	(770) 932-1670	Derrick Badaracco
GA	Cairo	321 North Broad Street	39828	(229) 377-5432	Clair McCaskill
GA	Camilla	26 South Scott Street	31730	(229) 330-3937	J. Taylor Prchal
GA	Canton	591 East Main Street	30114	(770) 479-4481	Joyce Nations
GA	Carrollton	619 Dixie Street	30117	(770) 834-0212	Jennifer Carter
GA	Columbus	2505 Airport Thruway	31904	(706) 221-1122	Kelly Nilsson
GA	Cornelia	118 Vision Drive	30531	(706) 776-6311	Holton King
GA	Dahlonega	79 Turner Road	30533	(706) 864-7007	Kelley Dasinger
GA	Dalton	415 West Crawford Street	30720	(706) 278-6113	Charles Smith
GA	Dawsonville	5983 Highway 53 East, Suite 250	30534	(706) 216-6595	Kelley Dasinger
GA	Decatur	2570 Blackmon Drive, Suite 350	30033	(678) 846-2000	Minh Ta
GA	Decatur	2375 Wesley Chapel Road	30035	(770) 987-3937	Keith Fishe
GA	Douglas	1329 Ocilla Road	31533	(912) 393-0005	Ellen Fitzgerald
GA	Fairburn	5370 Campbellton Fairburn Rd	30213	(770) 629-4351	Danielle Jackson
GA	Fayetteville	320 North Jeff Davis Drive	30214	(770) 461-2633	Keith Caudelle
GA	Fayetteville	320 North Jeff Davis Drive	30214	(770) 461-2144	Michael Wilson
GA	Gainesville	3296 Thompson Bridge Road	30506	(706) 430-2020	Keylee Brown
GA	Grensboro	6061 Lake Oconee Parkway	30642	(706) 453-4535	Perry Lee
GA	Hazlehurst	25 Cross Street	31539	(912) 375-2516	Lloyd Mason
GA	Hiawassee	344 South Main St.	30546	(706) 896-3303	Joey Arencibia
GA	Jasper	800 West Church Street	30143	(706) 692-7510	Rose Darby
GA	Jesup	125 West Cherry St.	31545	(912) 427-7773	Ian Buchli
GA	Jonesboro	137 West Mill Street	30236	(770) 471-5037	Robert McCullough
GA	Kennesaw	3745 Cherokee Street, Suite 404	30144	(770) 590-8191	Mark Hester
GA	LaGrange	101 S. Dawson St.	30241	(706) 885-0610	Brent Brown
GA	Lawrenceville	170-B Camden Hill Road	30046	(770) 963-2903	Jack Tonge
GA	Lithia Springs	880 Crestmark Dr., Suite 101	30122	(770) 948-0036	Daniel Tulman
				` ′	
GA	Lithonia	8225 Mall Pkwy., Ste. 210	30038	(678) 526-7782	Onyi Achionye
GA	Macon	635 Pio Nono Avenue	31204	(478) 803-0001	James Beverly, III
GA	Madison	223 South Main Street	30650	(706) 343-1876	Kenneth Tennant
GA	Marietta	2230 Roswell Rd, Ste 100	30062	(678) 903-2579	Paul Suji
GA	Marietta	1100 Johnson Ferry Road	30068	(678) 263-2226	Jinen Shah
GA	Nashville	205 West McPherson Avenue	31639	(229) 686-3937	Andrew Solomon
GA	Pembroke	175 South Railroad Street	31321	(912) 653-3937	Nacondus Gamble
GA	Quitman	104 N Madison St	31643	(229) 263-8851	Ricky J. Rowe
GA	Savannah	350 Martin Luther King Jr Blvd.	31401	(912) 483-6600	Erika Morrow
GA	St. Marys	775 C Kingsbay Rd.	31558	(912) 729-6111	Ian Buchli
GA	Statesboro	214 Savannah Avenue	30458	(912) 764-5609	Horace Deal

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
GA	Stockbridge	3564 Highway 1385 SE	30281	(770) 474-5617	Nickson Henry
GA	Suwanee	3130 Mathis Airport Pkwy, Ste 308	30024	(770) 574-6090	Nutan Desai
GA	Tifton	2012 Pineview Avenue	31794	(229) 382-4765	Ted McElroy
GA	Toccoa	58 East Doyle Street	30577	(706) 886-5214	Kay Royal
GA	Tyrone	179 Handley Road, Suite C	30290	(770) 486-1020	Scott Williamson
GA	Villa Rica	921 Moore Ferry Road, Suite C	30180	(678) 460-0498	Michael Rothschild
GA	Winder	279 North Broad Street	30680	(770) 867-2505	Darrell Sorah
HI	Hilo	1248 Kinoole Street	96720	(808) 464-4468	Caron Fernandez
HI	Honolulu	1441 Kapiolani Boulevard, Ste 1520	96814	(808) 973-2015	Jon Ishihara
HI	Honolulu	1255 Nuuanu Avenue, Suite C102	96817	(808) 533-3236	Ernest Oshiro
HI	Honolulu	2024 North King Street, Suite 105	96819	(808) 848-0527	Chris Yamamoto
HI	Honolulu	4211 Waialae Avenue, Suite 108	96816	(808) 737-5811	Franklin Lau
HI	Honolulu	1123 11th Avenue	96816	(808) 734-7050	Nelson Yoshioka, Jr.
HI	Honolulu	1441 Kapiolani Boulevard, Ste 2005	96814	(808) 944-9911	Randall Sakamoto
HI	Honolulu	725 Kapiolani Boulevard, Ste C204	96813	(808) 593-8939	Dale Fong
HI	Honolulu	2024 North King Street, Suite 105	96819	(808) 845-4521	Jeffrey Sakai
HI	Honolulu	1580 Makaloa Street	96814	(808) 947-0111	Cherilyn Lai
HI	Honolulu	1441 Kapiolani Blvd., Ste. 805	96814	(808) 946-6136	Derrick Abe
HI	Honolulu	1441 Kapiolani Bivd., Ste. 803	96814	` /	Reid Saito
		· ·		(808) 536-5919	Patricia Ichimura
HI	Honolulu	1620 North School Street, Room 143	96817	(808) 845-2221	Rolin Otomo
HI	Honolulu	1820 Algaroba Street	96826	(808) 949-9999	
HI	Honolulu	1580 Makaloa Street	96814	(808) 591-1566	Kyle Oroku
HI	Kailua	45 Aulike Street, Suite 47	96734	(808) 262-2330	Guy Nishizawa
HI	Kailua	407 Uluniu Street	96734	(808) 262-4071	Cherilyn Lai
HI	Kailua	30 Aulike Street	96734	(808) 262-8107	Kari Chang-Moses
HI	Kamuela	65-1227 B. Opelo Road	96743	(808) 885-4000	Lori Ann Kim
HI	Kaneohe	46-056 Kamehameha Highway	96744	(808) 235-6641	Stuart Machida
HI	Kihei	380 Huku Lii Place, Suite 107	96753	(808) 875-4466	Alicia Van
HI	Lihue	3-2600 Kaumualii Hwy	96766	(808) 245-8564	Jere Loo
HI	Mililani	95-1249 Meheula Parkway, Ste 137	96789	(808) 623-2866	Ronald Reynolds
HI	Mililani	95-720 Lanikuhana Avenue, Ste 200	96789	(808) 625-7451	Patricia Ichimura
HI	Pearl City	850 Kamehameha Highway	96782	(808) 455-1922	Ira Fujisaki
HI	Pearl City	850 Kamehameha Highway	96782	(808) 455-3333	Nelson Yoshioka, Jr.
HI	Waipahu	94-849 Lumiaina Street, Suite 103	96797	(808) 671-1656	Jon Ishihara
HI	Waipahu	94-824 Moloalo Street	96797	(808) 677-0734	Ira Fujisaki
IA	Adel	813 Main Street	50003	(515) 207-7400	Barbara Scheetz
IA	Algona	220 N. Dodge Street	50511	(515) 295-3743	Daniel Reedy
IA	Altoona	1003 8th Street SW	50009	(515) 967-4095	James Schroder
IA	Ames	201 10th Street	50010	(515) 232-3451	Michael Kruger
IA	Ankeny	111 NW 9th Street	50023	(515) 964-7355	Jeffrey Neighbors
IA	Ankeny	2510 SW White Birch Drive	50023	(515) 964-5427	Lisa Domino
IA	Ankeny	1620 North Ankeny Boulevard	50023	(515) 963-7902	Ethan Huisman
IA	Atlantic	4 West 5th Street	50022	(712) 243-1965	Thomas Thomsen
IA	Belle Plaine	1010 8th Street	52208	(319) 444-7034	Patrick Fleming
IA	Bettendorf	1875 Middle Road	52722	(563) 359-4446	Aaron Chizek
IA	Burlington	3017 West Avenue	52601	(319) 752-1400	Michael Bush
IA	Carroll	805 North Main Street	51401	(712) 792-9687	Thomas Parrish
IA	Cedar Falls	4521 Chadwick Rd., Suite 1	50613	(319) 266-1136	Anthony Bailey
IA	Cedar Rapids	510 10th Street SE	52403	(319) 365-2868	David Christensen
IA	Cedar Rapids Cedar Rapids	3225 William Pkwy. SW, Suite 1	52404	(319) 366-3500	DeAnn Fitzgerald
IA	Cedar Rapids Cedar Rapids	5350 Kirkwood Boulevard SW	52404	(319) 365-2946	Robert Kingus
IA	Chariton Chariton	131 North Main Street	50049	` ′	-
				(641) 774-7507	David Hoadley
IA	Clarinda	116 East Washington Street	51632	(712) 542-6513	Jacob Muller
IA	Clarinda	203 South 16th Street	51632	(712) 542-6521	Scott Beecher
IA	Conrad	103 North Main Street	50621	(641) 752-1511	Abie Chadderdon
IA	Coralville	2791 Heartland Drive	52241	(319) 354-5030	John Weihe
	Corning	715 Davis Street	50841	(641) 322-3147	John Thomsen
IA IA	Council Bluffs	132 W. Broadway	51503	(712) 325-4999	Steven Brownmiller

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
IA	Davenport	4622 Progress Drive, Suite B	52807	(563) 345-6777	Randy Johnson
IA	Davenport	1718 East Kimberly Road	52807	(563) 355-3912	Dan Stadelman
IA	Davenport	2828 West Locust Street	52804	(563) 345-2020	Randy Johnson
IA	Denison	201 North Main Street	51442	(712) 263-2020	Steven Brownmiller
IA	Des Moines	2600 Grand Avenue, Suite 202	50312	(515) 243-1667	Michael Kruger
IA	Des Moines	700 Locust Street	50309	(515) 244-7393	Jeffrey Koenen
IA	Dubuque	3343 Center Grove Drive	52003	(563) 588-2093	Lynn Lester
IA	Durant	619 5th Street	52747	(563) 231-5300	Janell Kassel
IA	Eagle Grove	300 West Broadway Street	50533	(515) 448-3813	Brandon Hauck
IA	Eldridge	251 North 6th Avenue	52748	(563) 285-4001	Ammie Chizek
IA	Emmetsburg	2217 Main Street Box 329	50536	(712) 852-2979	Daniel Reedy
IA	Fort Dodge	1534 28th Avenue North	50501	(515) 573-1145	Patrick Lenane
IA	Gowrie	1800-1/2 West Main Street	50543	(515) 352-3881	Jon Judisch
IA	Greenfield	107 NE 2nd Street	50849	(641) 743-6222	John Thomsen
IA	Grimes	241 Southeast Destination Drive	50111	(515) 986-1234	Matthew Howie
IA	Grimes	270 West 1st Street, Suite H	50111	(515) 986-2821	Brent Thornton
IA	Grinnell	619 6th Avenue	50112	(641) 450-1041	Scott Collings
IA	Guthrie Center	405 State Street	50115	(641) 747-8207	Kyle Stalder
IA	Harlan	2110 12th Street	51537		Michael Johnston
				(712) 755-2150	
IA	Hawarden	605 9th Street	51023	(712) 551-2020	Steven Brownmiller
IA	Hiawatha	1425 Boyson Road	52233	(319) 743-3937	David Christensen
IA	Humboldt	1409 13th Street, North Hwy 169 N	50548	(515) 332-2020	Daniel Reedy
IA	Huxley	303 South U.S. Hwy. 69, Ste. A	50124	(515) 597-5200	Robb Schmidt
IA	Iowa City	1018 William Street	52240	(319) 338-9275	John Weihe
IA	Jefferson	207 North Chestnut Street	50129	(515) 386-3513	Kyle Stalder
IA	Johnston	5501 NW 86th Street	50131	(515) 270-0494	James Schroder
IA	Kalona	204 5th Street	52247	(319) 656-2420	John Weihe
IA	Lake City	1341 West Main Street	51449	(712) 464-3136	Jon Judisch
IA	Lake View	1160 Third Street	51450	(712) 665-3304	Jon Judisch
IA	Manning	320 Main Street	51455	(712) 655-2020	Steven Brownmiller
IA	Mapleton	402 Main Street	51034	(712) 882-2020	Steven Brownmiller
IA	Marengo	1022 Court Avenue	52301	(319) 642-3311	Patrick Fleming
IA	Marion	1065 East Post Road	52302	(319) 377-2222	David Christensen
IA	Marshalltown	501 East Main Street	50158	(641) 752-1511	Abie Chadderdon
IA	Missouri Valley	308 East Erie Street	51555	(712) 642-4146	Steven Brownmiller
IA	Mount Ayr	504 North Cleveland Street	50854	(641) 464-2813	Joel Weis
ΙA	Moville	223 Main Street	51039	(712) 873-3440	Steven Brownmiller
IA	Mt. Vernon	202 Glenn Street	52314	(319) 895-8888	Steven Sindt
IA	Muscatine	315 Parham Street	52761	(563) 263-7577	Janell Kassel
IA	Nevada	1731 South G Ave.	50201	(515) 382-2744	Robb Schmidt
IA	Newton	100 North 4th Avenue West	50208	(641) 792-7900	Chad Klein
IA	Onawa	721 10th Street	51040	(712) 423-2737	Steven Brownmiller
IA	Osceola	147 South Main Street	50213	(641) 342-2737	David Hoadley
IA	Ottumwa	816 Albia Road	52501	(641) 682-9816	David Hoadley
IA	Paullina	116 East Broadway Street	51046	(712) 448-2195	Matthew Radke
IA	Pella	518 Franklin Street	50219	(641) 628-2023	Michelle Jones
IA	Red Oak	514 North 4th Street	51566	(712) 623-9433	John Thomsen
IA	Robins	915 Robins Square Drive	52328	(319) 294-8888	David Christensen
IA	Rock Rapids	502 1st Avenue	51246	(712) 472-3464	Ryan Ackerman
IA	Sheldon	928 3rd Avenue	51201	(712) 324-2552	Matthew Radke
IA	Shenandoah	505 West Sheridan Avenue	51601	` '	Jacob Muller
IA	Sioux City	1909 Hamilton Boulevard		(712) 246-1786	Steven Brownmiller
	-		51104	(712) 252-4333	
IA	Toledo	1001 South County Road	52342	(641) 484-5509	Abie Chadderdon
IA	Vinton	513 First Avenue	52349	(319) 472-4741	Michael Martin
IA	Waukee	1350 SE University Avenue	50263	(515) 987-3937	Ethan Huisman
IA	West Des Moines	2020 Grand Avenue	50265	(515) 223-1266	Matthew Ward
IA	West Des Moines	5970 Ashworth Road	50266	(515) 440-4610	Barbara Scheetz
IΑ	Williamsburg	407 Court Street	52361	(319) 668-2471	Paul Hottel

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
ID	Boise	1175 West Boise Avenue	83706	(208) 384-9194	John Muto
ID	Boise	1205 South Five Mile Road	83709	(208) 322-8381	Chad Clark
ID	Boise	7337 West Northview Street	83704	(208) 322-8439	Jennifer Drean
ID	Challis	1207 12th Street	83226	(208) 879-2783	Dustin Jones
ID	Coeur d'Alene	3879 North Schreiber Way	83815	(208) 765-2020	Raymond Greene
ID	Coeur d'Alene	1801 North 3rd Street	83814	(208) 667-1591	Lance Fagan
ID	Eagle	27 N. Fisher Park Way	83616	(208) 514-1858	Ryan Huber
ID	Eagle	355 South Eagle Road	83616	(208) 938-2015	Aaron Warner
ID	Gooding	317 Main Street	83330	(208) 934-4856	Raymond Goodman
ID	Hailey	110 North 1st Avenue	83333	(208) 788-4120	Steven Snapp
ID	Hayden Lake	8445 North Government Way	83835	(208) 772-3208	Rob Sorensen
ID	Idaho Falls	3456 East 17th Street, Suite 150	83406	(208) 528-6900	Jerry Carlson
ID	Idaho Falls	838 South Woodruff Avenue	83401	(208) 523-3937	Nathan Housley
ID	Jerome	201 South Lincoln Avenue	83338	(208) 324-4363	Robert Grill
ID	Ketchum	180 First Avenue North	83340	(208) 726-3363	James Davis
ID	Kuna	943 North Linder Road	83634	(208) 467-1361	Landon Hagberg
ID	Lewiston	1616 19th Avenue	83501	(208) 746-3626	John Rietz
ID	Lewiston	939 Bryden Avenue	83501	(208) 743-1761	Jason Ritter
ID	Meridian	4574 North Ten Mile Road	83646	(208) 938-2015	Shawn Sorenson
ID	Montpelier	868 Washington Street	83254	(208) 847-3600	Jeffrey Collins
ID	Moscow	212 Rodeo Drive, Suite #410	83843	(208) 874-0020	Enjoli Cooke
ID	Moscow	213 North Main Street	83843	(208) 882-2932	Jennifer Drean
ID	Nampa	901 12th Avenue South	83651	(208) 466-9251	Rodney White
ID	Nampa	310 2nd Street South	83651	(208) 467-1361	Landon Hagberg
ID	Pocatello	360 South Arthur Avenue	83204	(208) 232-6675	Michael Flandro
ID	Post Falls	1101 East Polston Avenue	83854	(208) 773-2020	Lance Fagan
ID	Rigby	711 Rigby Lake Drive, Suite 301	83442	(208) 745-0181	Jason Hurley
ID	Salmon	1301 Main Street	83467	(208) 756-2020	Dustin Jones
ID	Soda Springs	152 South Main Street	83276	(208) 547-0000	Jeffrey Collins
ID	St. Maries	704 College Avenue	83861	(208) 245-6563	Lance Fagan
ID	Twin Falls	844 Shoshone Street East	83301	(208) 734-9800	Robert Grill
ID	Twin Falls	1067 Eastland Drive	83301	(208) 733-1944	Jared Walker
ID	Twin Falls	1952 Addison Ave.	83301	(208) 735-4080	Jennifer Ruprecht
ID	Twin Falls	568 Falls Avenue	83301	(208) 293-8580	Brandon Nielsen
IL	Aledo	106 South College Avenue	61231	(309) 582-2421	Timothy Arbet
IL	Arcola	111 East Main Street	61910	(217) 442-2631	Shawn Mallady
IL	Arlington Heights	2010 South Arlington Heights Road	60005	(847) 621-0633	,
IL	Bartlett	810 W Bartlett Rd	60103	(630) 837-9500	Kristina Gabrenya
IL	Belleville	3540 N Belt West	62226	(618) 235-4433	Joshua Wilson
IL	Benld	600 South 8th Street	62009	(217) 835-7724	Shawna Heddinghaus
IL	Bloomington	1107 Airport Road	61704	(309) 622-7700	Jeffrey Huettemann
IL	Bloomington	6 Heartland Drive	61704	(309) 663-0303	Andrew Backus
IL	Blue Island	13114 South Western Avenue	60406	(708) 388-1228	Jill Ingelse
IL	Bolingbrook	124 East Boughton Road	60440	(630) 358-4533	Katarzyna Varney
IL	Bourbonnais	870 North Convent Street	60914	(815) 217-9266	Nicholas Rutkowski
IL	Brookfield	8826 Ogden Avenue	60513	(708) 485-0411	Toni Reising
IL	Buffalo Grove	45 N. Buffalo Grove Road	60089	(847) 243-8176	Caitlyn McHugh-Glab
IL	Carbondale	1241 East Walnut Street	62901	(618) 529-3452	Chase Rudolph
IL	Carlinville	270 North Broad Street	62626	(217) 854-7611	Katie Goodman-Thomas
IL	Carthage	96 South Madison Street	62321	(217) 357-9750	Daniel Hayden
IL	Champaign	2008 Round Barn Road	61821	(217) 357-6464	Lisa Heckman
IL	Champaign	2435 Village Green Place	61822	(217) 442-2631	Shawn Mallady
IL	Channahon	25824 West Eames Street	60410	(815) 521-9950	Ryan Von Holten
IL	Charleston	1700 18th Street	61920	(217) 345-6600	Mark Esarey
IL	Chicago	3500 North Ashland Avenue	60657	(773) 327-0874	Alan Weiler
IL	Chicago	2852 North Halsted Street	60657	(773) 549-1111	Joanna Slusky
IL	Chicago	230 East Ohio Street, Suite 120	60611	(312) 640-2405	Tanvi Mago
IL	Chicago	1 West Wacker Drive, Suite Pedway	60601	(312) 631-3247	Tanvi Mago
IL	Chicago	5401 S. Wentworth Ave., Ste 14B	60609	(773) 924-5292	Stephanie Johnson-Brown
IL.	Cincago	STOLD. WORLWOLLI AVC., SIC 14D	00009	(113) 327-3232	Stephanic Johnson-Diown

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
IL	Chicago	3135 West 111th Street	60655	(773) 233-4448	George Nista
IL	Chicago	6107 North Northwest Highway	60631	(773) 867-6165	Dominick Opitz
IL	Chicago	1444 South Michigan Avenue	60605	(312) 588-5999	Robert Steinmetz
IL	Chicago	1011 West Fulton Market	60607	(312) 226-2020	Kaori Asano
IL	Chicago	1306 S Halsted Street	60607	(312) 455-1306	Eric Baas
IL	Chicago	111 South Franklin Street	60606	(312) 265-0444	Eric Drey
IL	Chicago	4115 N Lincoln Ave	60618	(773) 360-8671	Elizabeth Saxton-Williams
IL	Chicago	2475 N. Lincoln Avenue	60614	(872) 829-2020	Grant Goble
IL	Chicago	555 South Dearborn Street	60605	(312) 614-2020	Matthew Pietruszka
IL	Chicago	3402 West 111th Street	60655	(773) 941-6519	Karina Langle
IL	Chicago	3201 South Wallace Street	60616	(312) 225-5135	Robert Steinmetz
IL	Chicago	1800 North Milwaukee Avenue	60647	(773) 904-8395	Robert Steinmetz
IL	Chicago	2501 West Lawrence Avenue	60625	(773) 801-3757	Mariam Ethezaz
IL	Chicago	2222 West Division Street	60622	(773) 376-2020	Daniel Tepper
IL	Chicago	328 South Michigan Avenue	60604	(312) 427-6720	Silvia Pelini
IL	Chicago	111 North Wabash Avenue	60602	(312) 782-7833	Brian Ortiz
IL	Chicago	1 East Delaware Place	60611	(312) 588-5999	Robert Steinmetz
IL	Chicago	1850 West Chicago Avenue	60622	(312) 761-9660	Azzrah Thobani
IL	Clinton	125 West Main Street	61727	(217) 935-9451	Bradley Grant
IL	Collinsville	724 St. Louis Road	62234	(618) 512-1234	Tyler Bradford
IL	Columbia			` ′	Rachel Foster
		915 N Main St Ste 1	62236	(618) 281-2400	
IL	Crystal Lake	300 Memorial Drive	60014	(815) 459-7110	Kaitlyn Keller
IL	Danville	1104 North Vermilion Street	61832	(217) 442-2631	Shawn Mallady
IL	Darien	2620 West 83rd Street	60561	(630) 985-2202	Peter Mueller
IL	Decatur	2490 North Water Street	62526	(217) 875-4646	Gary Gray
IL	Decatur	2475 North Monroe Street	62526	(217) 875-5900	Matthew Jones
IL	Decatur	4847 E State Route 36	62521	(217) 233-3101	Bradley Grant
IL	Des Plaines	1477 E. Oakton Street	60018	(847) 824-2200	Edgar Perez
IL	Downers Grove	2600 Warrenville Road, Suite 211	60515	(630) 560-4730	Todd Robert
IL	Edwardsville	449 South State Route 157	62025	(618) 667-2020	Thomas Unger
IL	Effingham	303 North Keller Drive	62401	(217) 342-2672	M. Brian Sehy
IL	Elk Grove Village	2 East Devon Avenue	60007	(847) 364-0221	Edgar Perez
IL	Evanston	716 Main Street	60202	(847) 859-6877	Deana LaBrosse
IL	Fairbury	2 Aspen Court	61739	(815) 692-2415	Sasha Radford
IL	Franklin Park	10116 West Grand Avenue	60131	TBD	Rosalba Ramirez
IL	Freeburg	1200 North State Street	62243	(618) 539-5620	Joshua Wilson
IL	Freeport	980 West South Street	61032	(815) 235-3466	Todd Bussian
IL	Galesburg	35 4L Plaza	61401	(309) 343-1179	Peter Kehoe
IL	Galva	216 NW 1st Street	61434	(309) 932-3615	Peter Kehoe
IL	Geneseo	112 South Center Street	61254	(309) 944-5303	Ryan Wilson
IL	Geneva	2197 Blackberry Drive	60134	(630) 365-2020	Michele Montalbano
IL	Granite City	3165 Myrtle Avenue	62040	(618) 512-1234	Tyler Bradford
IL	Grayslake	1120 East Washington Street	60030	(847) 223-2000	Charlotte Nielsen
IL	Greenville	101 West Main Street	62246	(618) 664-0636	Scott Sawyer
IL	Herrin	3121 South Park Avenue	62948	(618) 942-5465	Chase Rudolph
IL	Hickory Hills	9400 S. Roberts Rd.	60457	(708) 598-1322	Jack Gardner
IL	Highland	823 9th Street	62249	(618) 654-9848	Kimberly Tinge
IL	Highland Park	1849 Green Bay Road	60035	(847) 780-3806	Christine Zeifert
IL	Hillsboro	675 School Street	62049	(217) 532-5044	Scott Sawyer
IL	Hinsdale	133 East Ogden Avenue, Suite 100	60521	(630) 560-5652	Treacy Adamo
IL	Homer Glen	15933 South Bell Road	60491	(708) 301-3101	Jack Gardner
IL	Hoopeston	851 East Orange Street	60942	(217) 283-7611	Shawn Mallady
IL	Jerseyville	301 South Jefferson Street	62052	(618) 498-8187	Dean Bishop
IL	Joliet	1521 Essington Road	60435	(815) 729-2002	Ann Karkowski
IL	Kewanee	205 Tenney Street	61443	(309) 854-0010	Kerry Head
IL	Lincoln	327 North Kickapoo Street	62656	(217) 735-2020	Shawn Mallady
IL	Litchfield	510 West Union Avenue	62056		Scott Sawyer
				(217) 324-3317	*
IL	Marion	3411 Office Park Drive	62959 61938	(618) 997-5600 (217) 234-6600	John Power Mark Esarey

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
IL	Mattoon	1120 Lake Land Boulevard	61938	(217) 258-8466	Matthew Jones
IL	Mendota	700 14th Ave.	61342	(815) 539-6291	Tara Van De Wyngaerde
IL	Monmouth	67 Public Square	61467	(309) 734-3108	Peter Kehoe
IL	Morrison	626 E. Lincolnway	61270	(815) 772-7455	Bradley Yaklich
IL	Morton	829 West Jackson Plaza	61550	(309) 266-8881	Sue Feather
IL	Mount Zion	1410 East Village Parkway	62549	(217) 615-2510	Robert Jones
IL	Mt. Sterling	110 West Main Street	62353	(217) 773-2100	Daniel Hayden
IL	Mt. Vernon	112 South 42nd Street	62864	(618) 244-0508	Jennifer Bass
IL	Mundelein	437 North Lake Street	60060	(847) 566-0445	Peter Vlasis
IL	Naperville	1112 South Washington Street	60540	(630) 355-6878	Michael Russell
IL	Naperville	3027 English Rows Avenue	60564	(630) 922-2661	Allan Smith
IL	Naperville	1995 Springbrook Square Drive	60564	(630) 961-0300	Paula Mintchell
IL	Naperville	1212 South Naper Blvd, Ste 114	60540	(630) 357-6662	Jack Gardner
IL	Naperville	4931 South Rt 59	60564	(630) 904-1900	Prasod Ramachandran
IL	Nashville	250 East Elm Street	62263	(618) 327-3231	Joshua Wilson
IL	Newton	301 South Jackson St.	62448	(618) 783-3123	Adam Wolf
IL	Niles	7225 N. Caldwell Avenue	60714	(847) 647-0707	Pamela Lowe
IL	North Riverside	8847 West Cermak Road	60546	(708) 442-4700	Merry Gindorf
IL	Northbrook	2750 Dundee Road	60062	(847) 562-2010	Steven Udesky
IL	Northfield	191 Waukegan Rd., Ste. 115	60093	(847) 716-2340	Michael Zost
IL	Northfield	200 Northfield Rd	60093	(224) 255-6897	Christopher Frohm
IL	Oakbrook Terrace	17W615 Butterfield Road	60181	(630) 853-9679	Hina Patel
IL	O'Fallon	1003 East Wesley Drive Suite A	62269	(618) 624-3937	David Eghigian
IL	Olney	303 East Main Street	62450	(618) 395-2676	Clark Deshon
IL	Orland Park	9031 West 151st Street	60462	(708) 460-2010	Joseph DiGiorgio
IL	Palatine	456 West Northwest Highway	60067	(847) 358-4950	Morris Lehrfeld
IL	Pana	104 South Oak Street	62557	(217) 562-2512	Robert Jones
IL	Paris	122 West Court Street	61944	(217) 921-3140	Shawn Mallady
IL	Pekin		61554	(309) 347-5989	Brendon Johnson
IL	Peoria	2611 Broadway Street 4727 North Sheridan Road	61614	(309) 670-2020	Roger Fitch
IL	Peoria	7815 North Knoxville Avenue		` '	-
IL	Plainfield		61614	(309) 839-1614 (815) 577-5400	Kerry Head Melissa Sigler
IL	Plainfield	14150 Lincoln Highway, Suite 102 11914 South Route 59, Unit 106	60585	(815) 676-4474	Mark Burke
IL	Pontiac	320 North Ladd Street	61764	` ′	Bryan Stoller
IL		200 Ace Road		(815) 842-4304	•
	Princeton		61356	(815) 872-3937	Jon McCutchan
IL	Quincy	195 South 36th Street	62301	(217) 224-7732	Daniel Hayden
IL	Rantoul	1291 East Grove Avenue	61866	(217) 892-2727	Shawn Mallady
IL	Riverwoods	2013 Milwaukee Avenue	60015	(224) 676-1022	Anita Han
IL	Rock Island	2501 24th Street	61201	(309) 788-0604	Timothy Arbet
IL	Rockford	5915 East Riverside Boulevard	61114	(815) 963-2020	Jaime King
IL	Roscoe	5003 Hononegah Road	61073	(815) 623-3937	Sarah Blatchford
IL	Roscoe	4775 East Rockton Road	61073	(815) 242-9886	Ryan Hansen
IL	Salem	400 North Broadway Avenue	62881	(618) 548-3506	Alan Montgomery
IL	Savoy	8 Dunlap Court	61874	(217) 398-2020	Shawn Mallady
IL	Shelbyville	102 North Heinlein Drive	62565	(217) 774-4422	Bradley Grant
IL	South Holland	353 162nd Street	60473	(708) 331-3553	Lonnie Williams
IL	Springfield	121 North Grand Avenue West	62702	(800) 272-7393	Scott Blomberg
IL	Springfield	2741 Prairie Crossing Drive	62711	(800) 272-7393	Scott Blomberg
IL	St. Charles	1001 East Main Street	60174	(630) 584-1111	Douglas Yuvan
IL	St. Joseph	226 East Lincoln Street	61873	(217) 207-8008	Shawn Mallady
IL	Sullivan	108 East Harrison Street	61951	(217) 728-4451	Jamison Boyd
IL	Swansea	4933 Benchmark Center Drive	62226	(618) 628-3939	Michael Murphy
IL	Taylorville	904 West Springfield Road	62568	(217) 287-2020	Robert Jones
IL	Troy	534 Edwardsville Road	62294	(618) 667-2020	Thomas Unger
IL	Tuscola	902 South Court Street	61953	(217) 253-2220	Jamison Boyd
IL	Villa Grove	10 West Adams Avenue	61956	(217) 832-2111	Shawn Mallady
IL	Warrenville	4580 Weaver Parkway	60555	(708) 975-3608	Margaret McNelis
IL	Washington	1009 North Cummings Lane	61571	(309) 444-8811	Roger Fitch
IL	Watseka	123 North 8th Street	60970	(815) 432-2020	Shawn Mallady

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
IL	West Frankfort	202 East Clark Street	62896	(618) 942-5465	Chase Rudolph
IL	Western Springs	504 Hillgrove Avenue	60558	(708) 286-1100	Irene Combs
IL	Wheaton	127 Wesley Street	60187	(630) 923-8410	Chase Smith
IL	Wilmette	1125 Greenleaf Avenue	60091	(224) 408-2302	Andrew Kohn
IL	Winfield	27W460 Chicago Avenue, Unit D	60190	(630) 480-2646	Carolyn Karwoski
IL	Worth	6967 West 111th Street	60482	(708) 448-7988	Daniel Meus
IL	Zion	2625 Elisha	60099	(847) 746-1223	Peter Vlasis
IN	Attica	1212 East Main Street, Suite A	47918	(765) 762-2652	Matthew Evans
IN	Auburn	1212 North Main Street	46706	(260) 925-1916	Douglas Morrow
IN	Avon	5250 East US Highway 36, Ste 240	46123	(317) 745-3377	Greg Norman
IN	Avon	8111 East U.S. Highway 36	46123	(317) 707-6165	Elizabeth Allspaw
IN	Berne	305 US 27 South	46711	(260) 589-2020	Scott Lehman
IN	Bloomington	415 South Clarizz Boulevard	47401	(812) 333-1911	Diane Short
IN	Bloomington	3655 South Sare Road	47401	(812) 727-7444	Diana Christensen
IN	Boonville	1001 Millis Avenue	47601	` '	David Hyndman
IN	Brazil	603 West National Avenue	47834	(812) 897-5000	Alicia Reed-Thomas
		111		(812) 443-3937	
IN	Carmel	630 3rd Avenue, Southwest, Ste 100	46032	(317) 844-7474	Angela Berghoff
IN	Carmel	14560 River Road	46033	(317) 843-2020	Nicholas Garn
IN	Chesterton	101 Beverly Drive	46304	(219) 728-3937	Melissa Bourland
IN	Columbia City	513 North Line Street	46725	(260) 244-7542	Andrew Hogue
IN	Columbus	2520 California Street Suite G	47201	(812) 418-0080	Bradford Coers
IN	Crawfordsville	1485 South Grant Avenue	47933	(765) 362-3209	Gordon Boyd
IN	Crawfordsville	408 W Market St.	47933	(765) 362-4893	Greg Norman
IN	Crown Point	10823 Broadway	46307	(219) 310-8032	Juliana Grove
IN	Crown Point	449 East Summit Street	46307	(219) 662-1600	Matthew Evans
IN	Crown Point	123 North Main Street	46307	(219) 323-3130	Stephan Kossis
IN	Culver	202 North Main St.	46511	(574) 842-3372	Mark Couts
IN	Danville	1 Manor Drive	46122	(317) 745-4546	Jeremy Elmore
IN	Delphi	750 East Main Street	46923	(765) 564-2800	Greg Norman
IN	Evansville	111 South Red Bank Road	47712	(812) 423-4984	Christine Verbeck
IN	Evansville	2311 West Franklin Street	47712	(812) 425-5131	Todd Niemeier
IN	Fishers	8890 East 116th Street Suite 190	46038	(317) 913-0700	Tim Birtwhistle
IN	Fishers	10967 Allisonville Road	46038	(317) 577-0707	Mark Roark
IN	Floyd Knobs	409 Lafollette Station Dr	47119	(812) 728-8163	Nicholas Wolf
IN	Fort Wayne	4201 Lahmeyer Road	46815	(260) 486-6106	Kevin Whiteleather
IN	Frankfort	1303 South Jackson Street	46041	(765) 654-8744	Greg Norman
IN	Franklin	951 North Main Street	46131	(317) 736-7715	Linda Frechette
IN	Garrett	100 North Randolph Street	46738	(260) 357-6261	Douglas Morrow
IN	Goshen	116 West Washington Street	46526	(574) 533-7345	James Wellington
IN	Granger	12806 State Road 23	46530	(574) 255-1231	Lindsey Kintner
IN	Greenfield	1451 Jason Road	46140	(317) 462-6601	Christa Walling
IN	Greensburg	721 North Lincoln Street	47240	(812) 663-8405	Thomas Welage
IN	Greenwood	1711 South State Road 135, Suite C	46143	(317) 883-2020	Jeremy Elmore
IN	Greenwood	1160 North State Road 135, Suite C	46142	(317) 865-6829	Chris BROWNING
	Greenwood	622 North Madison Avenue		(317) 653-5872	Colin Christie
IN			46142	` '	
IN	Huntington	518 North Jefferson Street	46750	(260) 356-4322	Dan Host
IN	Indianapolis	3902 East 82nd Street	46240	(317) 595-8855	Tim Birtwhistle
IN	Indianapolis	6326 Rucker Road, Suite C	46220	(317) 259-4234	Marjorie Knotts
IN	Indianapolis	10485 North Pennsylvania	46280	(317) 846-7600	Lynn Burford
IN	Indianapolis	4900 South Arlington Avenue	46237	(317) 782-4000	Tim Huffman
IN	Indianapolis	3719 South East Street	46227	(317) 784-9611	Jeremy Elmore
IN	Indianapolis	9650 E Washington Street, Suite 205	46229	(317) 890-5548	Terry Null
IN	Indianapolis	640 East Michigan Street	46202	(317) 929-1401	Samantha Jahnke
IN	Indianapolis	2710 E 62nd St	46220	(317) 257-4444	Greg Norman
IN	Indianapolis	6905 East 96th Street	46250	(317) 576-9809	Holly Lewton
IN	Indianapolis	6845 Bluff Road #26	46217	(317) 534-5141	Colin Christie
IN	Indianapolis	639 South Delaware Street	46225	(317) 277-3218	Colin Christie
IN	Indianapolis	932 South Meridian Street	46225	(317) 636-4448	Colin Christie
IN	Indianapolis	1035 North Post Road	46219	(317) 449-2122	Mark Snyder

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
IN	Indianapolis	77 South Girls School Road, Ste 103	46231	(317) 486-9427	Julia Nolte
IN	Lafayette	3888 Union Street	47905	(765) 447-5413	Greg Norman
IN	Lafayette	3526 Osborn Lane, Suite F	47909	(765) 477-2000	Matthew Evans
IN	Lafayette	1221 South Creasy Lane, Suite A	47905	(765) 447-4951	Matthew Evans
IN	Lafayette	637 Ferry Street	47901	(765) 742-2930	Jeffrey Yocum
IN	Lafayette	638 South Earl Avenue	47904	(765) 448-2711	Duane Gillam
IN	Lafayette	3554 Promenade Parkway	47909	(765) 607-1131	Travis Strickler
IN	LaGrange	820 North Detroit Street	46761	(260) 463-8868	Douglas Morrow
IN	Lebanon	117 East Main Street	46052	(765) 564-2800	Greg Norman
IN	Leo	10529 Holser Road, Suite A	46765	(260) 627-2669	Andrew Hogue
IN	Marion	610 West 38th Street	46953	(765) 674-7525	Michael Zirkle
IN	McCordsville	13840 East 96th Street	46055	(317) 890-5548	Chris BROWNING
IN	Mishawaka	517 Lincolnway East	46544	(574) 255-5353	Lindsey Kintner
IN	Mitchell	725 West Main Street	47446	(812) 849-4555	Diane Short
IN	Monticello	501 West Broadway	47960	(574) 583-9311	Michelle Kyser
IN	Mooresville	258 East High Street	46158	(317) 831-0725	Michael Miller
IN	Morgantown	80 West Washington Street	46160	(812) 597-2020	Linda Frechette
IN	Mt. Vernon	230 West Third Street	47620	(812) 838-4388	Sarah Appel
IN	Muncie	4801 West Bethel Avenue	47304	(765) 288-7744	David Wilson
IN	Munster	9175 Calumet Avenue	46321	(219) 836-7800	Jorge Benavente
IN		1752 East Market Street	46550	` '	Darren Minnich
	Nappanee	- 11		(574) 773-4341	
IN	Nashville New Carlisle	51 East Chestnut Street	47448	(812) 988-6877	Jessica Wagers
IN		8984 U.S. 20 East	46552	(574) 654-8806	John Offerle
IN	New Castle	375 Trojan Ln.	47362	(765) 521-0675	Lance Malott
IN	New Haven	1318 Minnich Road	46774	(260) 749-0407	Thomas Baker
IN	New Palestine	4037 South Arbor Lane	46163	(317) 861-4100	Tim Huffman
IN	Newburgh	7534 Peachwood Drive	47630	(812) 858-3937	Marty Traylor
IN	Noblesville	5540 Pebble Village Lane	46062	(317) 804-1400	Christopher Prather
IN	Noblesville	13398 Tegler Drive	46060	(317) 439-0199	Eustacia (Stacie) Bergdoll
IN	North Manchester	901 West State Route 114	46962	(260) 982-8798	Darren Minnich
IN	North Vernon	130 North State Street	47265	(812) 346-4646	Kirk Hearne
IN	Paoli	488 West Hospital Rd.	47454	(812) 723-4752	Ryan Petty
IN	Pendleton	120 East State Street	46064	(765) 778-7524	Megan Jones
IN	Petersburg	715 South 9th Street	47567	(812) 354-9400	Clint Shoultz
IN	Plymouth	2878 Miller Drive	46563	(574) 936-4360	Kelsey Bell
IN	Portland	1111 North Meridian Street	47371	(260) 726-4210	David Fullenkamp
IN	Rensselaer	212 South Van Rensselaer Street	47978	(219) 866-5661	Matthew Evans
IN	Richmond	1900 East Main Street	47374	(765) 962-2243	Edwin Cy Burkhart
IN	Rockville	725 North Lincoln Rd.	47872	(765) 569-2008	Valerie Jones
IN	Sheridan	3901 West State Road 47, Suite 5	46069	(317) 758-6162	Greg Norman
IN	South Bend	17477 Generations Drive	46635	(574) 287-0890	John Offerle
IN	Swayzee	2651 S 800 W	46986	(765) 922-7017	Bradley Farlow
IN	Terre Haute	4949 E. Poplar St	47803	(812) 872-2020	Darla Sacopulos
IN	Valparaiso	21 North Washington Street	46383	(219) 286-7007	Juliana Grove
IN	Versailles	1154 South Ripley Estates	47042	(812) 689-4721	Anna Helton
IN	Vincennes	120 Main Street	47591	(812) 255-3003	Cheryl McCormick
IN	Wabash	144 West Hill St.	46992	(260) 563-2020	Bradley Farlow
IN	Warsaw	3301 East Center Street Ext.	46582	(574) 269-3828	Mitchell Reinholt
IN	Washington	1209 South State Road 57	47501	(812) 254-0990	Stephanie Day-Keller
IN	West Lafayette	101 North Grant Street	47906	(765) 743-6137	Matthew Evans
IN	West Lafayette West Lafayette	307 Sagamore Parkway West	47906	(765) 463-4558	Jeffrey Kirchner
IN	Westfield	16409 Southpark Drive, Suite B	46074	(317) 896-5005	Kathleen Busby
IN	Westfield	4017 Westfield Rd.	46062	(317) 399-7112	Greg Norman
IN	Whiting	1334 119th Street	46394	(219) 659-3050	Steven Levin
IN	Whiting	1703 Calumet Ave., Ste. B	46394	(219) 659-3050	Efren Gomez
	-				
IN	Winchester	882 East Greenville Avenue	47394	(765) 584-1320	Gail Stewart
IN	Zionsville	1120 West Oak Street	46077	(317) 873-3000	Nicholas Garn
KS	Andale	228 North Andale Road	67001	(316) 444-2000 (316) 361-1020	Ryan Dugan

State	Office City	Office Address	Office Zip	Office Phone	Office Owner
KS	Atchison	727 Commercial	66002	(913) 367-4989	Christopher Franken
KS	Atwood	118 South 4th Street	67730	(785) 626-9234	Jeff Morrison
KS	Beloit	112 West Main Street	67420	(785) 738-4200	David Cooper
KS	Chanute	1 East 2nd Street	66720	(620) 431-2300	Martin Funk
KS	Coffeyville	301 West 11th Street	67337	(620) 251-1540	Rebecca Dobbins
KS	Colby	1005 South Range Avenue	67701	(785) 462-8231	Jeff Morrison
KS	Colwich	136 West Wichita Avenue	67030	(316) 796-0002	Hector Rios
KS	Concordia	135 East 6th Street	66901	(785) 243-3937	Monte Wentz
KS	Concordia	119 West 7th Street	66901	(785) 243-2175	David Cooper
KS	DeSoto	33321 Lexington Avenue	66018	(913) 583-1991	Jacob Letourneau
KS	Elkhart	621 East Stevens Avenue	67950	(620) 697-1244	Steven Graham
KS	Ellsworth	801 E. 3rd St	67439	(785) 472-3272	Kyle Gwinner
KS	Eudora	101 West 10th Street	66025	(785) 542-5522	David Barnhart
KS	Fort Scott	4 South National Avenue	66701	(620) 223-0850	Shane Kannarr
KS	Garden City	410 Campus Drive	67846	(620) 275-2222	Matt Johannes
KS	Garden City	410 Campus Drive	67846	(620) 275-2222	Kristina Reimer
KS	Garnett	115 North Maple Street	66032	(785) 448-6879	William Whitesell
KS	Girard	111 North Summit Street	66743	(620) 235-1737	Shane Kannarr
KS	Goodland	1018 Main Avenue	67735	· /	Jeff Morrison
				(785) 899-3654	
KS	Greensburg	721 West Kansas St.	67054	(620) 723-3341	Seth Thibault
KS	Harper	214 West Main Street	67058	(620) 896-7000	Seth Thibault
KS	Hays	625 East 8th Street	67601	(785) 625-2922	Dan Schmidt
KS	Hiawatha	706 Oregon Street	66434	(785) 742-3021	Eric McPeak
KS	Holton	121 West 4th Street	66436	(785) 364-5036	Leslie Coffee-Gallagher
KS	Iola	216 North Jefferson Avenue	66749	(620) 365-2108	Matt Skahan
KS	Junction City	338 West 7th Street	66441	(785) 762-4422	Raymond Schmidt
KS	Kingman	104 West C. Ave.	67068	(620) 532-3154	Seth Thibault
KS	Kinsley	713 Marsh Avenue	67547	(620) 659-3351	Jeremie Frazier
KS	Lawrence	4320 West 6th Street	66049	(785) 842-1242	Jacob Letourneau
KS	Leawood	11305 Ash Street	66211	(913) 345-8020	E. Alan Phillips
KS	Leawood	4700 West 135th Street	66224	(913) 681-8555	Brandon Hunter
KS	Liberal	2136 North Kansas Avenue	67901	(620) 624-3841	Rhiannon Radcliff
KS	Lincoln	208 W Lincoln Ave	67455	(785) 524-5244	Kyle Gwinner
KS	Manhattan	930 Hayes Drive	66502	(785) 539-2020	Kyler Knobbe
KS	Manhattan	1640 Charles Place	66502	(785) 776-9461	Matthew Stanley
KS	Manhattan	1430 Poyntz Avenue	66502	(785) 537-2420	Tara Hake
KS	Mankato	104 North Commercial Street	66956	(785) 378-3220	Jeremy McMeen
KS	McPherson	1323 East First Street	67460	(620) 241-2262	Tammy Goering
KS	Medicine Lodge	604 N. Walnut St.	67104	(620) 886-3222	Seth Thibault
KS	Newton	120 West 6th Street	67114	(316) 283-7453	Thomas Lentz
KS	Oakley	210 Center Ave	67748	(785) 672-4271	Mark Wahlmeier
KS	Oberlin	105 South Penn Avenue	67749	(785) 475-1200	Robert Stamm
KS	Olathe	18208 West 119th Street	66061	(913) 261-8327	Jacob Letourneau
KS	Onaga	310 Leonard Street	66521	(785) 889-4387	Ryan Kueker
KS	Overland Park	6930 West 105th Street	66212	(913) 544-1115	Chang S. Lee
KS	Paola	2 South Silver Street	66071	(913) 294-2300	Andrea Needham
KS	Parsons	501 Main Street	67357	(620) 421-2330	Craig Newland
KS	Pittsburg	2521 North Broadway Street	66762	(620) 235-1737	Shane Kannarr
KS	Plainville	200 South Jefferson St.	67663	(785) 483-2291	Paul Lampert
KS	Prairie Village	4109 West 83rd Street	66208	(913) 381-2323	Brandon Hunter
KS	Pratt Pratt	216 S. Oak St.	67124	(620) 672-5934	Seth Thibault
KS	Russell	124 East Wichita	67665	` '	
				(785) 483-2291	Paul Lampert
KS	Sabetha	1002 Main Street	66534	(785) 284-2139	Douglas Whittaker
KS	Salina	1000 East Cloud Street	67401	(785) 823-6391	David Cooper
KS	Salina	2676 Planet Avenue	67401	(785) 823-3937	Monte Wentz
KS	Scott City	104 Albert Avenue	67871	(785) 672-2704	Joshua Gooden
***	Seneca	407 Main Street	66538	(785) 336-3571	Douglas Whittaker
KS KS	Spring Hill	21900 South Webster Street, Suite B	66083	(913) 592-2020	William Whitesell

KS TKS KS K	St. Francis Topeka Troy Wamego Wichita Winfield Barbourville Bardstown Benton Bowling Green Bowling Green Bowling Green Cadiz Columbia Elizabethtown Fort Thomas Franklin	103 West Washington Street 1107 SW Gage Boulevard 116 East Walnut Street 1405 West Highway 24 746 North Maize Road 7724 East 37th St. North 3333 North Ridge Road 1223 North Rock Road 3040 South Seneca Street 982 N Tyler Rd 10501 West Hampton Lakes Street 3000 East 9th 112 North Allison Ave. 633 N. 3rd St. 1512 Main Street 335 New Towne Drive 2625 Nashville Road, Suite 101 1639 Westpark Drive 258 Lakota Drive 301 Burkesville Street 2904 Dolphin Drive	67756 66604 66604 66087 66547 67212 67226 67205 67206 67217 67212 67101 67156 40906 40004 42025 42103 42101 42104 42211	(785) 332-2500 (785) 271-8989 (785) 985-2111 (785) 456-8900 (316) 721-8877 (316) 337-5500 (316) 201-4600 (316) 634-2020 (316) 522-6599 (316) 722-6452 (316) 722-4900 (620) 221-2015 (606) 546-2200 (502) 349-2020 (270) 527-0951 (270) 842-0383 (270) 781-3937 (270) 796-6021 (270) 206-9067	Jeff Morrison Susan Rollenhagen Christopher Franken Kyler Knobbe Patrick Pirotte Greyson Barger Thomas Lentz Thomas Lentz Hector Rios Kent Baalman Trishelle Barton Cory Lindenman Cynthia Corbin Leslie Cecil Wendy Gibson John Breiwa Robert Duvall Tammy Love
KS	Troy Wamego Wichita Winfield Barbourville Bardstown Benton Bowling Green Bowling Green Bowling Green Cadiz Columbia Elizabethtown Fort Thomas Franklin	1107 SW Gage Boulevard  116 East Walnut Street  1405 West Highway 24  746 North Maize Road  7724 East 37th St. North  3333 North Ridge Road  1223 North Rock Road  3040 South Seneca Street  982 N Tyler Rd  10501 West Hampton Lakes Street  3000 East 9th  112 North Allison Ave.  633 N. 3rd St.  1512 Main Street  335 New Towne Drive  2625 Nashville Road, Suite 101  1639 Westpark Drive  258 Lakota Drive  301 Burkesville Street  2904 Dolphin Drive	66087 66547 67212 67226 67205 67206 67217 67212 67101 67156 40906 40004 42025 42103 42101 42104	(785) 271-8989 (785) 985-2111 (785) 456-8900 (316) 721-8877 (316) 337-5500 (316) 201-4600 (316) 634-2020 (316) 522-6599 (316) 722-6452 (316) 722-4900 (620) 221-2015 (606) 546-2200 (502) 349-2020 (270) 527-0951 (270) 842-0383 (270) 781-3937 (270) 796-6021	Christopher Franken Kyler Knobbe Patrick Pirotte Greyson Barger Thomas Lentz Thomas Lentz Hector Rios Kent Baalman Trishelle Barton Cory Lindenman Cynthia Corbin Leslie Cecil Wendy Gibson John Breiwa Robert Duvall
KS	Troy Wamego Wichita Winfield Barbourville Bardstown Benton Bowling Green Bowling Green Bowling Green Cadiz Columbia Elizabethtown Fort Thomas Franklin	116 East Walnut Street  1405 West Highway 24  746 North Maize Road  7724 East 37th St. North  3333 North Ridge Road  1223 North Rock Road  3040 South Seneca Street  982 N Tyler Rd  10501 West Hampton Lakes Street  3000 East 9th  112 North Allison Ave.  633 N. 3rd St.  1512 Main Street  335 New Towne Drive  2625 Nashville Road, Suite 101  1639 Westpark Drive  258 Lakota Drive  301 Burkesville Street  2904 Dolphin Drive	66087 66547 67212 67226 67205 67206 67217 67212 67101 67156 40906 40004 42025 42103 42101 42104	(785) 985-2111 (785) 456-8900 (316) 721-8877 (316) 337-5500 (316) 201-4600 (316) 634-2020 (316) 522-6599 (316) 722-6452 (316) 722-4900 (620) 221-2015 (606) 546-2200 (502) 349-2020 (270) 527-0951 (270) 842-0383 (270) 781-3937 (270) 796-6021	Christopher Franken Kyler Knobbe Patrick Pirotte Greyson Barger Thomas Lentz Thomas Lentz Hector Rios Kent Baalman Trishelle Barton Cory Lindenman Cynthia Corbin Leslie Cecil Wendy Gibson John Breiwa Robert Duvall
KS	Wamego Wichita Winfield Barbourville Bardstown Benton Bowling Green Bowling Green Bowling Green Cadiz Columbia Elizabethtown Fort Thomas Franklin	1405 West Highway 24 746 North Maize Road 7724 East 37th St. North 3333 North Ridge Road 1223 North Rock Road 3040 South Seneca Street 982 N Tyler Rd 10501 West Hampton Lakes Street 3000 East 9th 112 North Allison Ave. 633 N. 3rd St. 1512 Main Street 335 New Towne Drive 2625 Nashville Road, Suite 101 1639 Westpark Drive 258 Lakota Drive 301 Burkesville Street 2904 Dolphin Drive	66547 67212 67226 67205 67206 67217 67212 67101 67156 40906 40004 42025 42103 42101 42104 42211	(785) 456-8900 (316) 721-8877 (316) 337-5500 (316) 201-4600 (316) 634-2020 (316) 522-6599 (316) 722-6452 (316) 722-4900 (620) 221-2015 (606) 546-2200 (502) 349-2020 (270) 527-0951 (270) 842-0383 (270) 781-3937 (270) 796-6021	Kyler Knobbe Patrick Pirotte Greyson Barger Thomas Lentz Thomas Lentz Hector Rios Kent Baalman Trishelle Barton Cory Lindenman Cynthia Corbin Leslie Cecil Wendy Gibson John Breiwa Robert Duvall
KS	Wichita Winfield Barbourville Bardstown Benton Bowling Green Bowling Green Bowling Green Cadiz Columbia Elizabethtown Fort Thomas Franklin	746 North Maize Road 7724 East 37th St. North 3333 North Ridge Road 1223 North Rock Road 3040 South Seneca Street 982 N Tyler Rd 10501 West Hampton Lakes Street 3000 East 9th 112 North Allison Ave. 633 N. 3rd St. 1512 Main Street 335 New Towne Drive 2625 Nashville Road, Suite 101 1639 Westpark Drive 258 Lakota Drive 301 Burkesville Street 2904 Dolphin Drive	67212 67226 67205 67206 67217 67212 67101 67156 40906 40004 42025 42103 42101 42104 42211	(316) 721-8877 (316) 337-5500 (316) 201-4600 (316) 634-2020 (316) 522-6599 (316) 722-6452 (316) 722-4900 (620) 221-2015 (606) 546-2200 (502) 349-2020 (270) 527-0951 (270) 842-0383 (270) 781-3937 (270) 796-6021	Patrick Pirotte Greyson Barger Thomas Lentz Thomas Lentz Hector Rios Kent Baalman Trishelle Barton Cory Lindenman Cynthia Corbin Leslie Cecil Wendy Gibson John Breiwa Robert Duvall
KS	Wichita Wichita Wichita Wichita Wichita Wichita Wichita Wichita Winfield Barbourville Bardstown Benton Bowling Green Bowling Green Bowling Green Cadiz Columbia Elizabethtown Fort Thomas Franklin	7724 East 37th St. North 3333 North Ridge Road 1223 North Rock Road 3040 South Seneca Street 982 N Tyler Rd 10501 West Hampton Lakes Street 3000 East 9th 112 North Allison Ave. 633 N. 3rd St. 1512 Main Street 335 New Towne Drive 2625 Nashville Road, Suite 101 1639 Westpark Drive 258 Lakota Drive 301 Burkesville Street 2904 Dolphin Drive	67226 67205 67206 67217 67212 67101 67156 40906 40004 42025 42103 42101 42104 42211	(316) 337-5500 (316) 201-4600 (316) 634-2020 (316) 522-6599 (316) 722-6452 (316) 722-4900 (620) 221-2015 (606) 546-2200 (502) 349-2020 (270) 527-0951 (270) 842-0383 (270) 781-3937 (270) 796-6021	Greyson Barger Thomas Lentz Thomas Lentz Hector Rios Kent Baalman Trishelle Barton Cory Lindenman Cynthia Corbin Leslie Cecil Wendy Gibson John Breiwa Robert Duvall
KS	Wichita Wichita Wichita Wichita Wichita Wichita Winfield Barbourville Bardstown Benton Bowling Green Bowling Green Bowling Green Cadiz Columbia Elizabethtown Fort Thomas Franklin	3333 North Ridge Road 1223 North Rock Road 3040 South Seneca Street 982 N Tyler Rd 10501 West Hampton Lakes Street 3000 East 9th 112 North Allison Ave. 633 N. 3rd St. 1512 Main Street 335 New Towne Drive 2625 Nashville Road, Suite 101 1639 Westpark Drive 258 Lakota Drive 301 Burkesville Street 2904 Dolphin Drive	67205 67206 67217 67212 67101 67156 40906 40004 42025 42103 42101 42104 42211	(316) 201-4600 (316) 634-2020 (316) 522-6599 (316) 722-6452 (316) 722-4900 (620) 221-2015 (606) 546-2200 (502) 349-2020 (270) 527-0951 (270) 842-0383 (270) 781-3937 (270) 796-6021	Thomas Lentz Thomas Lentz Hector Rios Kent Baalman Trishelle Barton Cory Lindenman Cynthia Corbin Leslie Cecil Wendy Gibson John Breiwa Robert Duvall
KS	Wichita Wichita Wichita Wichita Wichita Winfield Barbourville Bardstown Benton Bowling Green Bowling Green Cadiz Columbia Elizabethtown Fort Thomas Franklin	1223 North Rock Road 3040 South Seneca Street 982 N Tyler Rd 10501 West Hampton Lakes Street 3000 East 9th 112 North Allison Ave. 633 N. 3rd St. 1512 Main Street 335 New Towne Drive 2625 Nashville Road, Suite 101 1639 Westpark Drive 258 Lakota Drive 301 Burkesville Street 2904 Dolphin Drive	67206 67217 67212 67101 67156 40906 40004 42025 42103 42101 42104 42211	(316) 634-2020 (316) 522-6599 (316) 722-6452 (316) 722-4900 (620) 221-2015 (606) 546-2200 (502) 349-2020 (270) 527-0951 (270) 842-0383 (270) 781-3937 (270) 796-6021	Thomas Lentz Hector Rios Kent Baalman Trishelle Barton Cory Lindenman Cynthia Corbin Leslie Cecil Wendy Gibson John Breiwa Robert Duvall
KS	Wichita Wichita Wichita Winfield Barbourville Bardstown Benton Bowling Green Bowling Green Bowling Green Cadiz Columbia Elizabethtown Fort Thomas Franklin	3040 South Seneca Street 982 N Tyler Rd 10501 West Hampton Lakes Street 3000 East 9th 112 North Allison Ave. 633 N. 3rd St. 1512 Main Street 335 New Towne Drive 2625 Nashville Road, Suite 101 1639 Westpark Drive 258 Lakota Drive 301 Burkesville Street 2904 Dolphin Drive	67217 67212 67101 67156 40906 40004 42025 42103 42101 42104 42211	(316) 522-6599 (316) 722-6452 (316) 722-4900 (620) 221-2015 (606) 546-2200 (502) 349-2020 (270) 527-0951 (270) 842-0383 (270) 781-3937 (270) 796-6021	Hector Rios Kent Baalman Trishelle Barton Cory Lindenman Cynthia Corbin Leslie Cecil Wendy Gibson John Breiwa Robert Duvall
KS V KS V KS V KY F	Wichita Wichita Winfield Barbourville Bardstown Benton Bowling Green Bowling Green Cadiz Columbia Elizabethtown Fort Thomas Franklin	982 N Tyler Rd 10501 West Hampton Lakes Street 3000 East 9th 112 North Allison Ave. 633 N. 3rd St. 1512 Main Street 335 New Towne Drive 2625 Nashville Road, Suite 101 1639 Westpark Drive 258 Lakota Drive 301 Burkesville Street 2904 Dolphin Drive	67212 67101 67156 40906 40004 42025 42103 42101 42104 42211	(316) 722-6452 (316) 722-4900 (620) 221-2015 (606) 546-2200 (502) 349-2020 (270) 527-0951 (270) 842-0383 (270) 781-3937 (270) 796-6021	Kent Baalman Trishelle Barton Cory Lindenman Cynthia Corbin Leslie Cecil Wendy Gibson John Breiwa Robert Duvall
KS	Wichita Winfield Barbourville Bardstown Benton Bowling Green Bowling Green Cadiz Columbia Elizabethtown Fort Thomas Franklin	10501 West Hampton Lakes Street 3000 East 9th 112 North Allison Ave. 633 N. 3rd St. 1512 Main Street 335 New Towne Drive 2625 Nashville Road, Suite 101 1639 Westpark Drive 258 Lakota Drive 301 Burkesville Street 2904 Dolphin Drive	67101 67156 40906 40004 42025 42103 42101 42104 42211	(316) 722-4900 (620) 221-2015 (606) 546-2200 (502) 349-2020 (270) 527-0951 (270) 842-0383 (270) 781-3937 (270) 796-6021	Trishelle Barton Cory Lindenman Cynthia Corbin Leslie Cecil Wendy Gibson John Breiwa Robert Duvall
KS	Winfield Barbourville Bardstown Benton Bowling Green Bowling Green Cadiz Columbia Elizabethtown Fort Thomas Franklin	3000 East 9th  112 North Allison Ave. 633 N. 3rd St. 1512 Main Street 335 New Towne Drive 2625 Nashville Road, Suite 101 1639 Westpark Drive 258 Lakota Drive 301 Burkesville Street 2904 Dolphin Drive	67156 40906 40004 42025 42103 42101 42104 42211	(620) 221-2015 (606) 546-2200 (502) 349-2020 (270) 527-0951 (270) 842-0383 (270) 781-3937 (270) 796-6021	Cory Lindenman Cynthia Corbin Leslie Cecil Wendy Gibson John Breiwa Robert Duvall
KY E KY C KY C KY E	Barbourville Bardstown Benton Bowling Green Bowling Green Cadiz Columbia Elizabethtown Fort Thomas Franklin	112 North Allison Ave. 633 N. 3rd St. 1512 Main Street 335 New Towne Drive 2625 Nashville Road, Suite 101 1639 Westpark Drive 258 Lakota Drive 301 Burkesville Street 2904 Dolphin Drive	40906 40004 42025 42103 42101 42104 42211	(606) 546-2200 (502) 349-2020 (270) 527-0951 (270) 842-0383 (270) 781-3937 (270) 796-6021	Cynthia Corbin Leslie Cecil Wendy Gibson John Breiwa Robert Duvall
KY E KY E KY C KY C KY E KY E KY E KY E	Bardstown Benton Bowling Green Bowling Green Cadiz Columbia Elizabethtown Fort Thomas Franklin	633 N. 3rd St.  1512 Main Street  335 New Towne Drive  2625 Nashville Road, Suite 101  1639 Westpark Drive  258 Lakota Drive  301 Burkesville Street  2904 Dolphin Drive	40004 42025 42103 42101 42104 42211	(502) 349-2020 (270) 527-0951 (270) 842-0383 (270) 781-3937 (270) 796-6021	Leslie Cecil Wendy Gibson John Breiwa Robert Duvall
KY E KY E KY C KY E KY E KY E KY E KY E	Benton Bowling Green Bowling Green Bowling Green Cadiz Columbia Elizabethtown Fort Thomas Franklin	1512 Main Street 335 New Towne Drive 2625 Nashville Road, Suite 101 1639 Westpark Drive 258 Lakota Drive 301 Burkesville Street 2904 Dolphin Drive	42025 42103 42101 42104 42211	(270) 527-0951 (270) 842-0383 (270) 781-3937 (270) 796-6021	Wendy Gibson John Breiwa Robert Duvall
KY E KY E KY C KY E KY E KY E KY E KY E	Bowling Green Bowling Green Bowling Green Cadiz Columbia Elizabethtown Fort Thomas Franklin	335 New Towne Drive 2625 Nashville Road, Suite 101 1639 Westpark Drive 258 Lakota Drive 301 Burkesville Street 2904 Dolphin Drive	42103 42101 42104 42211	(270) 842-0383 (270) 781-3937 (270) 796-6021	John Breiwa Robert Duvall
KY E KY C KY E KY E KY E KY E KY E KY E	Bowling Green Bowling Green Cadiz Columbia Elizabethtown Fort Thomas Franklin	2625 Nashville Road, Suite 101 1639 Westpark Drive 258 Lakota Drive 301 Burkesville Street 2904 Dolphin Drive	42101 42104 42211	(270) 781-3937 (270) 796-6021	Robert Duvall
KY E KY C KY C KY E KY F KY F	Bowling Green Cadiz Columbia Elizabethtown Fort Thomas Franklin	1639 Westpark Drive 258 Lakota Drive 301 Burkesville Street 2904 Dolphin Drive	42104 42211	(270) 796-6021	
KY C KY F KY F KY F KY C	Cadiz Columbia Elizabethtown Fort Thomas Franklin	258 Lakota Drive 301 Burkesville Street 2904 Dolphin Drive	42211		Tammy Love
KY C	Columbia Elizabethtown Fort Thomas Franklin	301 Burkesville Street 2904 Dolphin Drive		(2/0) 206-906/	17 (' D 1
KY F KY F KY C	Elizabethtown Fort Thomas Franklin	2904 Dolphin Drive	47777		Katie Parker
KY F KY F KY C	Fort Thomas Franklin	•		(270) 384-6043	Max Downey
KY F	Franklin		42701	(270) 769-3708	Teresa Wise
KY C		92 Alexandria Pike	41075	(859) 781-2000	Richard Schuck
		403 North College Street	42134	(270) 586-5181	Steve Compton
	Glasgow	115 Columbia Avenue	42142	(270) 651-8323	Ronald Wagner
	Greenup	1621 Ashland Road	41144	(606) 473-5322	Richard Morris
	Greenville	136 East Main Cross Street	42345	(270) 338-9636	John Soderling
	Hartford	112 E. McMurtry Ave. #101	42347	(270) 298-7623	Wallace Cohron
KY I	Henderson	300 Ninth Street	42420	(270) 827-8681	Marty Traylor
KY I	Hopkinsville	1620 South Main Street	42240	(270) 886-6316	John Heltsley
KY I	Irvine	218 Main Street	40336	(606) 723-2508	William Wachs
KY I	Lebanon	310 West High Street	40033	(270) 692-1871	John Cecconi
KY I	Lexington	154 Patchen Drive, Suite 71	40517	(859) 268-1215	William Wachs
KY I	London	103 Chera-Lyn Lane	40741	(606) 878-7500	TeShawna Sutton
KY I	Louisville	3701 Hopewell Road Suite 900	40299	(502) 398-3937	Daniel Bowersox
KY N	Marion	713 South Main St.	42064	(270) 965-5280	Adria Porter
KY N	Martin	386 Rt 122	41649	(606) 285-3139	Jerald Combs
KY N	Monticello	211 Cumberland Crossing	42633	(606) 348-3355	Matthew Hesse
KY N	Morgantown	221 West G L Smith St.	42261	(270) 526-6800	Wallace Cohron
KY C	Owensboro	3310 Professional Park Drive	42303	(270) 683-2101	Marty Traylor
KY C	Owensboro	2905 New Hartford Road	42303	(270) 685-4966	Robert Hamilton
	Pikeville	147 Hibbard Street	41501	(606) 471-4803	James Altman
KY F	Princeton	101 East Shepardson Street	42445	(270) 365-6627	Daniel Talley
	Russellville	102 Armory Drive	42276	(270) 847-5236	Darla Barrow
	Shelbyville	403 Washington Street	40065	(502) 647-3937	Daniel Bowersox
	Shepherdsville	1707 Cedar Grove Road # 3	40165	(502) 418-3501	Tina L. Kreutzer
	Springfield	108 Commercial Avenue	40069	(859) 336-9388	John Cecconi
	Abbeville	204 North Saint Charles	70510	(337) 740-2020	Tricia Lege
	Alexandria	5615-B Jackson Street Ext.	71303	(318) 442-7787	Lacy Shaw
	Baton Rouge	8280 YMCA Plaza Drive, Building 9	70810	(225) 767-3937	Shonda Achord
	Baton Rouge	7673 Perkins Road, Suite B-3	70810	(225) 757-0505	Reshma Amin
	Bossier City	1911 Benton Rd., Suite C	71111	(318) 742-4012	Charles Adams
	· · · · · · · · · · · · · · · · · · ·		70433	` '	Jeff Anastasio
	Covington	1431 Oshsner Boulevard, Suite A		(985) 875-7898	
	Cut Off	16140 West Main Street	70345	(985) 632-2884	Darby Chiasson
	Denham Springs	112 South Range Avenue	70726	(225) 243-1950	Katherine Dronka
	Eunice	350 Moosa Boulevard	70535	(337) 457-5277	J.D. Miller, Jr.
	Lafayette	1458 South College Road	70503	(337) 237-2110	David Fisher
	Lafayette	3810 Ambassador Caffery Parkway	70503	(337) 988-6442	Jeffrey Boudreaux
	Lake Charles Leesville	4816 Nelson Road 1100 North 5th Street	70605 71446	(337) 478-2020 (337) 239-2020	Lindsey McCauley Clifton Cowan

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
LA	Luling	10 Wade Street	70070	TBD	Brock Songy
LA	Mandeville	3545 Highway 190	70471	(985) 626-8744	C. J. Pollet
LA	Mandeville	2180 North Causeway Boulevard	70471	(210) 739-4098	James Connor
LA	Marksville	470 Acton Road	71351	(318) 253-4582	S. Frank Sanchez
LA	Minden	421 Homer Road	71055	(318) 377-4246	Ray Spurlock
LA	Minden	800 Main Street	71055	(318) 377-2020	Edwin Moss
LA	Monroe	2808 Forsythe Avenue	71201	(318) 323-4994	Michael Haynes
LA	New Orleans	4114 Marigny Street	70122	(504) 288-2333	Michael Kleamenakis
LA	New Orleans	222 Harrison Avenue	70124	(504) 872-9107	Michael Kleamenakis
LA	New Orleans	4205 Canal Street	70119	(504) 777-7780	Monique Jackson
LA	New Orleans	3220 General De Gaulle Dr	70114	(504) 363-0146	Stacey Kennedy
LA	New Roads	250 Hospital Road	70760	(225) 638-4428	Robert Geier
LA	Opelousas	232 North Union Street	70570	(337) 948-9504	Van Christian
LA	Opelousas	138 Lazaro Boulevard, Suite B	70570	(337) 407-2888	Jennifer Tate-Brasseaux
LA	Pineville	5504 Shreveport Highway	71360	(318) 640-3309	Lacy Shaw
LA	Shreveport	1803 East 70th Street	71105	(318) 798-4000	Sam Silverblatt
LA	Shreveport	5848 Line Avenue	71106	(318) 865-0017	Michael Pickering
LA	Slidell	1173 Robert Blvd.	70459	(985) 847-0081	Fred Birmingham
LA	Springhill	207 East Church Street	71075	(318) 539-5905	Edwin Moss
LA	Stonewall	2434 Highway 171	71078	(318) 925-2345	Neil Brogden
LA	Sulphur	3817 Maplewood Drive	70663	(337) 625-2020	Rob Janot
LA	Terrytown	608 Terry Pkwy.	70056	(504) 361-3937	Cary Vincent
LA	Ville Platte	221 West Cotton Street	70586	(337) 363-7200	Hosea Soileau
MA	Abington	673 Bedford Street, Suite 3	02351	(781) 878-2300	Gail Marchetto
MA	Amesbury	100 Macy Street, Suite K	01913	(978) 792-4400	Matthew Foley
MA	Auburn	567 Southbridge Street	01501	(508) 832-3937	Kimberly McLeod
MA	Belmont	333 Trapelo Road	02478	(617) 484-7869	Nayiri Ajoian
MA	Boston	31 Saint James Avenue	02116	(617) 936-4027	Gail Marchetto
MA	Brookline	1018 Beacon Street	02446	(617) 505-6419	Susan Folgar
MA	Dover	2 Whiting Road	02030	(508) 785-1770	Linda Wirth
MA	Dracut	91 Mill Street	01826	(978) 957-4750	Donald Hill
MA	Easthampton	89 Main St.	01027	(413) 552-3937	Hans Vonnahme
MA	Falmouth	87 Davis Straits	02540	(508) 540-3937	John Child
MA	Framingham	167 Union Street	01702	(508) 879-0980	Marc Foner
MA	Gloucester	29 Railroad Ave	01930	(978) 281-4514	Bonny Weingarten
MA	Haverhill	18 Granite Street	01832	(978) 374-2010	Richard Jasiak
MA	Holden	1355 Main Street	01520	(508) 829-6731	Ann-Wha Jennifer Wei
MA	Holyoke	98 Lower Westfield Rd.	01040	(413) 552-3937	Hans Vonnahme
MA	Leominster	23 Mill Street	01453	(978) 537-5546	Kevin Quang
MA	Lowell	850 Chelmsford Street	01851	(978) 452-0127	Steve Sikalis
MA	Mansfield	94 North Main St.	02048	(508) 339-3952	Joel Hayden
MA	Mashpee	681 Falmouth Road, Suite B 25	02649	(508) 477-1802	Nyssa d'Hedouville
MA	Natick	192 Worcester Street	01760	(508) 651-3937	Susan Tomasino
MA	Newburyport	33 Low Street	01950	(978) 462-2020	Chad McDonald
MA	North Andover	555 Turnpike St., Suite 56	01930	(978) 681-1111	Patti Richard
	North Brookfield		01535	` ′	Jennifer D'Amico
MA	Pittsfield	355 N. Main St. 457 Dalton Ave	01333	(508) 867-3755	Amanda Hale
MA	-		02360	(413) 442-9421	Harry Churchill
MA	Plymouth	2277 State Road 147 Court Street	02360	(508) 888-6393	Jad Osmanski
MA	Plymouth			(774) 283-4794	
MA	Rehoboth Revere	492 Winthrop Street 80 Broadway	02769 02151	(774) 901-8020	Christopher Covello Janis Cotter
MA		·		(781) 289-7929	
MA	Roslindale	341 Belgrade Avenue	02131	(617) 323-0200	Cari Cannon
MA	Roxbury	2304 Washington St., Dudley Square	02119	(617) 202-9650	Lesa Dennis-Mahamed
MA	Scituate Harbor	85 Front Street, Unit 81	02066	(781) 545-0792	Jessica Crooker
MA	Shrewsbury	558-A Main Street	01545	(508) 845-6414	Neil Casey
MA	Shrewsbury	166A Boston Turnpike	01545	(508) 459-3222	Matthew Forgues
MA	Shrewsbury	196 Main Street	01545	(508) 845-4000	Helen Xu
MA	South Boston	647 E Broadway St	02127	(617) 269-9465	Taline Farra
MA	Southbridge	176 Main Street, # 3	01550	(508) 764-4629	Matthew Forgues

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
MA	Spencer	177 Main Street	01562	(508) 885-2219	Valarie Ricciardi
MA	Swampscott	423 Paradise Road	01907	(339) 440-5105	Tatyana Katz
MA	Tyngsboro	150 Westford Road	01879	(978) 649-1212	William O'Donnell
MA	Waltham	289 Moody St.	02453	(781) 894-2127	Stephanie Paris-Whitney
MA	Watertown	124 Watertown Street, Suite 3E	02472	(617) 923-2323	Karen Koumjian
MA	Watertown	235 Waverly Ave	02472	(617) 926-4191	Joanne Caruso
MA	West Boylston	44 Sterling Street	01583	(508) 835-6200	Neil Casey
MA	West Boylston	242 Woodland Street	01583	(508) 835-3377	Helen Xu
MA	Westfield	53 Court Street	01085	(413) 264-0102	Amy Camerota Moltenbrey
MA	Westwood	738 High Street	02090	(781) 329-5454	Cory Lavallee
MA	Worcester	335 Park Avenue	01610	` '	Brian Thamel
MA	Worcester	152 Russell Street		(508) 753-5103	Matthew Forgues
			01609	(508) 754-2308	
MD	Annapolis	1009 Bay Ridge Avenue	21403	(443) 339-4584	Richard Miller, Jr.
MD	Baltimore	7954 Harford Road	21234	(410) 665-5353	Timothy Madgar
MD	Baltimore	6080 Falls Road	21209	(410) 553-5778	Howai (Jenny) Chan
MD	Camp Springs	5210 Auth Road	20746	(301) 298-3241	Lamont Bunyon
MD	Clarksville	12345 Wake Forest Drive, Suite E	21029	(410) 531-7507	James Hess
MD	Clinton	8931 Woodyard Rd.	20735	(301) 877-1770	Alexander Nnabue
MD	Columbia	5500 Knoll North Drive	21045	(410) 964-8516	Fred Sirotkin
MD	Cumberland	Two Frederick Street	21502	(301) 777-7777	Jeff Poland
MD	Dunkirk	10335 Southern Maryland Blvd, Ste 102	20754	(443) 964-6730	Rose Susel
MD	Edgewater	2979 Soloman's Island Road	21037	(410) 956-2828	Karen Beling
MD	Edgewater	137 Mitchells Chance Road, Suite 120	21037	(410) 956-2200	Aidin Dean Gogerdchi
MD	Ellicott City	10176 Baltimore National Pike, Ste. 113	21042	(410) 461-7012	Michael Robin
MD	Ellicott City	5725 Richards Valley Road	21043	(443) 420-8113	Christina Generie
MD	Frederick	176 Thomas Johnson Road # 100	21702	(301) 694-7557	Alexander Nnabue
MD	Greenbelt	Beltway Plaza Mall, 6088 Greenbelt Rd.	20770	(301) 614-3937	Alexander Nnabue
MD	Hyattsville	1835 University Blvd., Ste. 228	20783	(301) 434-3937	Alexander Nnabue
MD	Jarrettsville	3718 Norrisville Road, Suite A	21084	(410) 557-8800	Jerold (Jerry) Wassel
MD	Mitchellville	10240 Lake Arbor Way	20721	(301) 324-9500	Alexander Nnabue
		·		` '	
MD	Nottingham	4134 East Joppa Road, Suite 101	21236	(410) 256-1006	Mary Padusi
MD	Ocean City	12417 Ocean Gateway, Ste. 14	21842	(410) 213-9020	Stephanie Price-Harris
MD	Phoenix	3332 Paper Mill Rd.	21131	(410) 628-1510	Michael Diffendall
MD	Pocomoke City	1518 Market Street	21851	(410) 957-1113	Frank Weidema
MD	Poolesville	20005B Fisher Avenue	20837	(301) 916-3214	Robin Mevissen
MD	Randallstown	5310 Old Court Road	21133	(410) 922-2020	Eric Walker
MD	Silver Spring	10313 Georgia Avenue # 109	20902	(301) 681-9797	Alexander Nnabue
ME	Sanford	1110 Main Street	04073	(207) 324-6281	Daniel Roy
ME	Yarmouth	26 School Street	04096	(207) 847-3800	Michelle Higgins
MI	Adrian	1400 West Maumee Street	49221	(517) 265-5444	Jodi Kordyzon
MI	Allegan	123 Locust Street	49010	(269) 673-5100	Paul Hodge
MI	Allendale	11301 Commerce Road, Suite A	49401	(616) 895-9550	Patricia Roslund
MI	Alpena	224 East Chisholm Street, Suite A	49707	(989) 354-5890	Michael Harkins
MI	Alpena	2368 US 23 South	49707	(989) 356-9096	Gerald Skiba
MI	Ann Arbor	955 West Eisenhower Circle, Ste. F	48103	(734) 332-8840	Joyce Takahashi
MI	Bad Axe	119 North Hanselman Street	48413	(989) 269-3937	Craig Watson
MI	Bay City	3720 East Wilder Road	48706	(989) 667-9393	Lee Newton
MI	Bay City	600 South Euclid Avenue	48706	(989) 684-8840	Richard Strain
MI	Bellaire	211 North Bridge Street	49615	(231) 533-6283	Ronald Mead
MI	Birch Run	8470 Main Street	48415	(989) 624-2020	Susan Perdue
MI	Bloomfield Hills	3683 West Maple Road	48301	TBD	Kevin Semma
		^			
MI	Boyne City	102 East Main Street	49712	(231) 582-6704	Nathan Slezak
MI	Brighton	420 East Grand River Ave.	48116	(810) 227-2004	Jeffrey Hayden
MI	Brooklyn	168 South Main Street, Unit A	49230	(517) 592-6452	Jodi Kordyzon
MI	Burton	3385 South Center Road	48519	(810) 244-3434	Carder Burns
MI	Burton	3385 South Center Road	48519	(810) 244-3434	Peter Vergos
MI	Burton	3385 South Center Road	48519	(810) 244-3434	Michael Engelman
MI	Cadillac	120 Paluster Street	49601	(231) 775-7341	Richard McDonald
MI	Canton	405 North Canton Center Road	48187	(734) 667-4704	Jay Lizyness

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
MI	Caro	170 State Street	48723	(989) 672-7827	Carol Starling
MI	Caro	810 South State Street	48723	(989) 673-3332	Craig Watson
MI	Cedar Springs	26 South Main Street	49319	(616) 696-0830	Scott Schomaker
MI	Cheboygan	118 North Huron	49721	(231) 627-3171	Ronald Mead
MI	Chelsea	314 North Main Street	48118	(734) 475-3800	Paula Koch
MI	Chesaning	1180 West Broad Street	48616	(989) 845-3835	Robert Hass
MI	Clarkston	5724 Clarkston Rd.	48348	(248) 241-6537	Jonathan Garretson
MI	Clinton Township	42550 Garfield Road, Suite 101	48038	(586) 263-9708	Gregory Kalkofen
MI	Commerce Township	2669 Union Lake Road	48382	(248) 360-4300	Edwin Gay
MI	Davison	1063 S. State , Suite 3	48423	(810) 658-2020	Andres Lambaria
MI	Dearborn Heights	26388 Ford Road	48127	(313) 730-5020	Chris Bifano
MI	DeWitt	12900 South US 27, Suite 7	48820	(517) 669-4411	Mitchell Dobrzelewski
MI	Dexter	8089 Main Street	48130	` '	Renee Laliberte
				(734) 424-9230	
MI	Douglas	114 Blue Star Highway	49406	(269) 857-2020	Richard Annis
MI	Dowagiac	55021 M 51	49047	(269) 782-3476	Jennifer Lambart
MI	Durand	8777 Monroe Road	48429	(989) 288-3265	Robert Hass
MI	East Lansing	4660 South Hagadorn Road	48823	(517) 336-4545	Jamie Norton
MI	East Lansing	3050 East Lake Lansing Road	48823	(517) 332-1011	Paul Lang
MI	East Tawas	1704 East US 23	48730	(989) 362-3478	Melissa David
MI	Edwardsburg	69001 M 62	49112	(269) 414-4492	Jennifer Lambart
MI	Farmington Hills	30660 West 12 Mile Road	48334	(248) 270-8659	Tiffany Zair-Yalda
MI	Fenton	212 West Silver Lake Road	48430	(810) 629-3070	Juan Alvarado
MI	Flint	1356 South Linden Road	48532	(810) 732-0202	John Abdella
MI	Flint Township	G 3541 Miller Road	48507	(810) 732-8610	Mary Espy
MI	Flushing	1379 Flushing Rd.	48433	(810) 659-3135	Michael Wallace
MI	Freeland	180 East Washington Street	48623	(989) 573-5393	Dennis Johnson
MI	Fruitport	388 North 3rd Avenue, Suite I	49415	(231) 865-9990	Deborah Osborne
MI	Gaylord	829 West Main Street, Suite E	49735	(989) 732-6261	Ronald Mead
MI	Gaylord	713 South Wisconsin Avenue	49734	(989) 705-1255	Kari Visser-Robel
MI	Gladwin	300 West Cedar Avenue, Suite 3	48624	(989) 426-4559	Dennis Johnson
MI	Grand Blanc	12606 Holly Road	48439	(810) 694-3652	Daniel Markley
MI	Grand Ledge	11973 Sweetwater Drive	48837	(517) 622-2020	Andrew Schmitzer
MI	Grand Ledge Grand Ledge	221 South Bridge Street	48837	(517) 022-2020	Roxanne Pollard
MI	Grand Rapids	2112 East Paris Avenue	49546	(616) 949-8500	Gregory Ford
MI	Grand Rapids	5378 Plainfield Avenue NE	49525	(616) 361-2020	Patrick Holser
	•	1111		` ′	
MI	Grand Rapids	2820 East Beltline Lane NE	49525	(616) 363-5413	Gary Sokol
MI	Grand Rapids	833 Leonard St. NW.	49504	(616) 458-7978	James Smith
MI	Grand Rapids	6748 Kalamazoo Avenue Southeast	49508	(616) 275-2020	Jay Crank
MI	Grayling	904 East Michigan Avenue	49738	(989) 348-3211	William Dean
MI	Grayling	110 Michigan Avenue	49738	(989) 348-2833	Mark Noss
MI	Harrisville	300 North US- 23	48740	(989) 724-7440	Benjamin Dietrich
MI	Hartland	11200 Highland Road	48353	(810) 632-5240	Thomas Doud
MI	Hemlock	525 West Saginaw Street	48626	(989) 642-4510	Steven Kocks
MI	Holland	855 Washington Avenue	49423	(616) 395-2020	Kathryn Mulder DeJonge
MI	Holland	70 East Lakewood Suite 10	49424	(616) 395-2662	Kevin Cassar
MI	Holly	1121 North Saginaw, Suite 1	48442	(248) 382-5733	Eric Schweihofer
MI	Howell	810 East Grand River Avenue	48843	(517) 545-2020	John Muir
MI	Hudsonville	3232 Central Boulevard	49426	(616) 669-2530	Paul Gammage
MI	Imlay City	518 South Cedar Street	48444	(810) 919-7378	Craig Watson
MI	Jenison	597 Baldwin Street	49428	(616) 457-0760	Allen Smith
MI	Kalamazoo	7161 West Q Avenue	49009	(269) 870-7334	Alexandra Copeland
MI	Kentwood	2350 32nd Street	49508	(616) 243-0007	Jay Crank
MI	Kingsford	401 Woodward Avenue	49802	(906) 774-0611	Nelson Hassell
MI	Lake Orion	81 Indianwood Road	48362	(248) 313-6766	Tiffany Zair-Yalda
MI	Lambertville	6650 Summerlyn Lakes Drive	48144	(734) 854-3937	Robert Layman
MI		129 West Nepessing Street	48446	(810) 664-3937	Craig Watson
	Lapeer				-
MI MI	Livonia	700 South Main Street, Suite 113	48446	(810) 664-1329	Craig Watson
IVII	Livonia	32037 Plymouth Road	48150	(734) 421-5454	Shea Ferree Carney

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
MI	Manchester	110 Riverside Drive	48158	(734) 428-2020	Julie Marvin-Manders
MI	Marlette	2575 South Van Dyke Road	48453	(989) 635-1500	Jean Barden
MI	Marshall	15865 West Michigan Avenue	49068	(269) 781-6644	Joseph Hibler
MI	Mason	109 East Maple Street	48854	(517) 676-4499	Glen Linsley
MI	Mattawan	52883 North Main Street	49071	(269) 668-5558	Teresa Seim
MI	Midland	5908 Eastman Avenue	48640	(989) 636-7200	Dennis Johnson
MI	Milford	304 West Commerce Street	48381	(248) 685-0128	Marla Hayden
MI	Monroe	750 Stewart Road, Suite 2	48162	(734) 242-8630	Robert Layman
MI	Mt. Clemens	136 Cass Avenue	48043	(586) 468-4211	Ann Lacroix Fredal
MI	Munising	216 Elm Avenue	49862	(906) 387-4939	Dale Muth
	-			` ′	
MI	New Boston	17901 Huron River Drive, Suite 101	48164	(734) 753-9360	Paul Voreis
MI	Newberry	504 West Harrie Street	49868	(906) 293-9276	Dale Muth
MI	Niles	9 South St. Joseph Avenue	49120	(269) 683-4040	Jeffrey Becraft
MI	Novi	45075 West Pontiac Trail	48377	(248) 960-5600	Joshua Lange
MI	Novi	42081 West Fourteen Mile Road	48377	(248) 289-5899	Tiffany Zair-Yalda
MI	Okemos	2080 Hamilton Road	48864	(517) 349-8888	Leonard Silverman
MI	Owosso	317 South Elm Street, Suite 210	48867	(989) 723-1101	Matthew Maki
MI	Owosso	120 North Hickory Street	48867	(989) 725-5330	Robert Hass
MI	Pinckney	907 East Main Street	48169	(734) 878-7444	Renee Laliberte
MI	Plymouth	217 North Sheldon Road	48170	(734) 453-4870	Andy Ealovega
MI	Portland	207 East Bridge Street	48875	(517) 647-2020	Randall Riemer
MI	Prudenville	888 West Houghton Lake Drive	48651	(989) 366-7525	Louis Boggs
MI	Reed City	115 West Upton Avenue	49677	(231) 832-3133	Erica Touhill-Watson
MI	Richland	8085 32nd Street	49083	(269) 629-2020	Kevin Flynn
MI	Rockford	25 North Main Street	49341	(616) 866-3077	Mark Swan
MI	Rogers City	100 W. Erie St.	49779	(989) 734-3456	Michael Harkins
MI	Saginaw	1885 North Center Road	48638	(989) 792-8686	Steven Kocks
	South Haven			` '	Alice Bacak
MI		1088 South Bailey Ave., Suite B	49090	(269) 637-1442	
MI	South Lyon	317 North Lafayette Street	48178	(248) 446-1146	Rhonda Bifano
MI	Southfield	26771 West 12 Mile Road	48034	(248) 775-1776	Tiffany Zair-Yalda
MI	Sparta	343 South Union Street	49345	(616) 887-2020	Anne Pfeffer
MI	St. Clair Shores	29350 Harper Avenue	48081	(586) 779-4200	Gregory Kalkofen
MI	St. Ignace	1140 North State Street	49781	(906) 293-9276	Dale Muth
MI	St. Johns	1002 North Highway 27	48879	(989) 224-3937	Edward Peters
MI	Stevensville	5770 Red Arrow Highway	49127	(269) 367-2626	Kimberly Cooper
MI	Suttons Bay	200 South Cedar Street	49682	(231) 271-4544	Andrea Becker
MI	Swartz Creek	8129 Miller Road	48473	(810) 635-8191	Andres Lambaria
MI	Three Rivers	314 South US Highway 131	49093	(269) 273-8588	Jennifer Lambart
MI	Traverse City	328 Munson Avenue	49686	(231) 946-8460	Mark Noss
MI	Vassar	136 South Main Street	48768	(989) 823-8559	Jean Barden
MI	Vassar	177 West Huron Avenue	48768	(989) 823-8666	Craig Watson
MI	Vicksburg	124 East Prairie Street	49097	(269) 649-0103	Maria Shoop-Davenport
MI	Washington Township	57970 Van Dyke, Suite 1	48094	(586) 677-6384	Robert Shick, Jr.
MI	Westland	38979 Cherry Hill Road	48186	(734) 326-2160	Michael Pack
MI	Whitehall	504 East Colby Street	49461	(231) 894-2488	Deborah Osborne
		2048 Whittiker Rd.	48197	` '	Arnold Bulos
MI	Ypsilanti			(734) 547-3608	
MI	Ypsilanti	1769 Washtenaw Avenue	48197	(734) 249-9503	Tiffany Zair-Yalda
MN	Alexandria	2210 Highway 29 South	56308	(320) 219-6543	LaMar Gunnarson
MN	Austin	200 14th Street NW	55912	(507) 437-3227	Jeffrey Anderson
MN	Byron	1067 4th Street NE	55920	(507) 775-2001	Wendy Schulz
MN	Cannon Falls	6487 Cedar Hills Drive	55009	(507) 263-3949	Russell Osnes
MN	Chanhassen	600 Market Street	55317	(952) 937-9465	Sarah Ebeling
MN	Circle Pines	9201 Lexington Avenue North	55014	(763) 780-7509	Anthony Zabel
MN	Cottage Grove	8617 West Point Douglas Road South	55016	(651) 769-1020	Jeffrey Bieter
MN	Eagan	1340 Duckwood Drive, Suite 14	55123	(651) 452-0344	Russell Osnes
MN	Edina	5201 Eden Avenue	55436	(952) 300-2151	Zachary Holland
MN	Ely	38 East Harvey Street	55731	(218) 365-4919	Erin Bremner
MN	Fergus Falls	810 North Baird Avenue	56537	(218) 736-5609	Denise Hanson
	Jackson	709 Second Street	56143	(507) 847-5951	David Kruse

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
MN	Kasson	504 Mantorville Avenue South	55944	(507) 634-4445	Jeffrey Anderson
MN	Lakeville	17799 Kenwood Trail	55044	(952) 898-4088	Amy Rudser
MN	Maple Grove	13334 Bass Lake Road North	55311	(763) 496-1625	Londa Fischer
MN	Medina	170 Westfalen Trail	55340	(763) 478-3505	Gina Wesley
MN	Minnetonka	13889 Ridgedale Drive	55305	(763) 241-1090	Jill Schultz
MN	Monticello	560 Cedar Street	55362	(763) 271-2020	Mary Gregory
MN	Oakdale	1099 Helmo Avenue North, Suite 150	55128	(651) 739-3937	Chad Bogren
MN	Otsego	15704 90th St. NE, Ste. 100	55330	(763) 241-1090	Jill Schultz
MN	Owatonna	2560 Harvest Lane, NW	55060	(507) 451-3072	Nicholas Vincelli
MN	Preston	108 Saint Anthony Street South	55965	(507) 765-3839	Jeffrey Anderson
MN	Rochester	3632 10th Lane NW	55901	(507) 282-7121	Jeffrey Anderson
MN	Rochester	2650 Broadway Avenue South , Ste 400	55904	(507) 322-0044	Kristy Bhend
MN	Rosemount	15083 Crestone Ave West	55068	(651) 423-3300	Russell Osnes
MN	Saint Anthony	2929 Pentagon Drive	55418	(612) 781-4730	Todd Hanson
MN	Saint Paul	272 Snelling Avenue South	55105	(651) 369-7833	Lauren Haverly
MN	Shakopee	1275 Ramsey Street	55379	(952) 222-3937	Arica Logeais
MN	Spring Valley	214 North Broadway Avenue	55975	(507) 346-7555	Jeffrey Anderson
	St. Louis Park	·	55416	(952) 848-2020	Roman Gerber
MN	St. Paul	3840 Grand Way 757 Cleveland Avenue South		` ′	
MN	Waconia		55116	(651) 699-5400	Brian Snyder
MN		753 Marketplace Drive	55387	(952) 442-2015	Heather Tuttle
MN	White Bear Lake	4750 Washington Square	55110	(651) 429-3379	Jaclyn Doffin
MN	Winona	1400 Homer Road	55987	(507) 454-4092	Lane Robeson
MN	Woodbury	755 Bielenberg Drive	55125	(651) 504-5901	Lisa Jo Holtman
МО	Ballwin	14552 Manchester Rd.	63011	(636) 227-8700	Benjamin Secoy
МО	Bolivar	325 South Main Avenue	65613	(417) 777-9000	Laura Montgomery
MO	Bolivar	1111 East Cambridge Street	65613	(417) 326-6001	Lane Nutt
MO	Boonville	505 Walnut Street	65233	(660) 882-2444	Jeff Birdsong
MO	Branson	915 State Highway 248	65616	(417) 334-0044	Stephen Rice
MO	Camdenton	117 South Business Route 5	65020	(573) 346-5951	Brian Eveland
MO	Cape Girardeau	3230 Blattner Drive	63703	(573) 334-2020	Laura Evans
MO	Cape Girardeau	1749 Independence St., Ste. C	63703	(573) 335-3937	Christy Fowler
MO	Carthage	2020 South Garrison Avenue	64836	(417) 359-0600	Gregory Goetzinger
MO	Chesterfield	15825 Fountain Plaza Drive	63017	(636) 391-3937	Matthew Kelly
MO	Clinton	106 West Jefferson Street	64735	(660) 885-2800	Lisa Parks
MO	Columbia	305 North Keene Street, Suite 205	65201	(573) 499-9949	D.Michael Jennings
MO	Columbia	401 Locust Street, Suite 200	65201	(573) 449-4356	Kent Studer
MO	Creve Coeur	12392 Olive Boulevard	63141	(314) 878-8770	Brad Byergo
MO	Dexter	812 North One Mile Road	63841	(573) 614-5393	Jennifer Howard
MO	El Dorado Springs	701 East Hospital Road	64744	(417) 876-6052	Laura Montgomery
MO	Fairfax	309 East Main Street	64446	(660) 744-2886	Ryan Powell
MO	Fenton	480 Old Smizer Mill Road	63026	(636) 305-7110	Scott Hussey
MO	Festus	223 East Main Street	63028	(636) 937-2399	Deanne Wolk
МО	Florissant	2750 North Highway 67	63033	(314) 653-2020	Carol Merritt
MO	Grandview	12220 Blue Ridge Blvd	64030	(816) 761-6337	Christa Dawson
МО	Hannibal	361 Highway 61 North	63401	(573) 600-6511	Daniel Hayden
MO	Harrisonville	2100 East Mechanic Street	64701	(816) 884-5212	Ryan Powell
MO	Houston	112 West Pine Street	65483	(417) 967-4090	Anne Ream
MO	Independence	19045 East Valley View Parkway, Ste A	64055	(816) 795-7777	Ryan Powell
MO	Independence	16637 East 23rd Street South	64055	(816) 461-6880	Marcia Bray
MO	Independence	14215 E. 42nd Street S	64055	(816) 252-5211	Ryan Powell
	Jackson			` '	*
MO		1014 East Jackson Boulevard	63755 64804	(573) 243-2020	Kory Thoma
MO	Joplin	2013 South Joplin Street		(417) 624-5005	Larry Brothers
MO	Joplin	5832 North Main Street	64801	(417) 623-7900	Eldon Repsher
MO	Joplin C'	2318 East 32nd Street, Suite A	64804	(417) 206-0399	Lorry Lazenby
MO	Kansas City	1518 Walnut Street	64108	(816) 474-1916	Ryan Powell
MO	Kansas City	9596 North McGee Street	64155	(816) 476-4017	Ryan Powell
МО	Kansas City	8301 North Congress Avenue	64152	(816) 741-6737	Joni LaFerla
MO	Kirkwood	11023 Manchester Road	63122	(314) 821-8999	Lorie McReynolds

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
MO	Lake Saint Louis	100 Brevco Plaza	63367	(636) 561-6000	James Kirks
MO	Lake St. Louis	3441 Technology Drive	63367	(636) 305-7110	Scott Hussey
МО	Lamar	808 Gulf Street	64759	(417) 682-3301	Erica Burton
МО	Laurie	138 South Main Street	65038	(573) 374-5222	Brian Eveland
МО	Lebanon	279 East Elm Street	65536	(417) 532-2562	Michael Montgomery
МО	Lees Summit	247 SE Main Street	64063	(816) 434-5858	Katie Weeden
MO	Maryville	2320 South Main Street	64468	(660) 582-4022	Ryan Powell
MO	Monett	507 East Cleveland Avenue	65708	(417) 235-5250	Jerry Roberts
MO	Mountain Grove	1902 West 19th St., Ste. A	65711	(417) 926-3937	Douglas Moore
MO	Mt. Vernon	104 South Hickory Street	65712	(417) 466-7620	Jerry Roberts
MO	Nevada	120 South Washington Street	64759	(417) 667-2560	Erica Burton
MO	Nixa	413 McCroskey Street	65714	(417) 725-0500	Stephen Rice
MO	O'Fallon	1140 Tom Ginnever Avenue	63366	(636) 272-1444	Scott Tomasino
MO	Osage Beach	5962 Osage Beach Parkway	65065	(573) 552-8569	Brian Eveland
MO	Owensville	531 East Washington Avenue	65066	(573) 437-8004	Ryan Hill
MO	Ozark	6005 North 21st Street	65721	(417) 582-2020	Stephen Rice
MO	Platte City	2401 Kentucky Avenue, Suite A	64079	(816) 431-2202	Ryan Powell
	Pleasant Hill		64080	(816) 987-2203	Ryan Powell
MO MO	Poplar Bluff	1525 North Highway 7, Suite 102 1475 North Westwood Boulevard	63901		
	1			(573) 712-2333	Kylie Divine
MO	Poplar Bluff	225 Physicians Park Drive	63901	(573) 686-3991	Tyler Kramer
MO	Raymore	1118 Remington Plaza, Suite B	64083	(816) 892-0046	Ryan Powell
MO	Salem	405 West Fourth Street	65560	(573) 729-3937	Bill McCoy
MO	Shell Knob	24853 State Highway 39	65747	(417) 858-6060	Aubrey Roberts
MO	Springfield	3440 South National Avenue	65807	(417) 886-5444	Stephen Rice
MO	Springfield	213 West Olive Street	65806	(417) 862-3937	Stephen Rice
MO	St. Charles	1384 South Fifth Street	63301	(636) 946-9242	Brad Byergo
МО	St. Joseph	1309 Village Drive	64506	(816) 279-2339	Ryan Powell
MO	St. Louis	17 Ronnies Plaza	63126	(314) 843-2020	Lawrence Ernst
MO	St. Louis	111 Cliff Cave Road	63129	(314) 846-8232	Thomas Altenbernd
MO	St. Louis	10275 Watson Road	63127	(314) 962-9334	Eric Jerde
MO	St. Peters	1325 G. Queens Court	63376	(636) 441-8010	Brad Byergo
MO	Stockton	722 West Street	65785	(417) 276-7070	Erica Burton
MO	Thayer	207 Chestnut Street	65791	(417) 264-7418	Scott Ream
MO	Troy	84 Professional Parkway	63379	(636) 528-2020	Kurt Finklang
MO	Union	507 South Lincoln Avenue	63084	(636) 583-3322	Ryan Hill
MO	Washington	320 Washington Avenue	63090	(636) 239-2179	Kevin Biermann
MO	Webb City	121 West Broadway Street	64870	(417) 250-2828	Erica Burton
MO	Weldon Spring	1120 Wolfrum Road	63304	(636) 447-2244	Todd Hamilton
MO	Wentzville	1155 Wentzville Pkwy, Suite 119	63385	(636) 639-9422	Brad Byergo
MO	West Plains	760 North Kentucky Avenue	65775	(417) 256-6171	Anne Ream
MO	Wildwood	16972 Manchester Road	63040	(636) 477-5187	Peter Jacques
MO	Willard	302 East Proctor Road	65781	(417) 742-2733	Devon Jarvis
MS	Amory	307 South Main Street	38821	(662) 256-8481	James Randle
MS	Amory	607 Earl Frye Blvd	38821	(662) 256-9711	Joshua Hatfield
MS	Batesville	365 Highway 51 North	38606	(662) 563-9880	Glen Stone
MS	Bay Springs	2684 Highway 15	39422	(601) 764-2120	Gil Davis
MS	Carthage	110 North Van Buren Street	39051	(601) 267-7777	Neil Simmons
MS	Carthage	201 Highway 16 East	39051	(601) 267-9351	Philip Marler
MS	Clinton	929 Highway 80 East	39056	(601) 924-7274	Philip Marler
MS	Collins	710 Main Street, Suite 20	39428	(601) 837-5102	Steven Reed
MS	Columbus	1823 5th Street North	39705	(662) 328-5225	Hannah Nail
MS	Flowood	120 Promenade Boulevard	39232	` '	
				(601) 992-1010	Steven Reed
MS	Forest	521 Deerfield Drive	39074	(601) 469-3441	Steven Reed
MS	Fulton	1310 East Walker Street	38843	(662) 862-6727	Joshua Hatfield
MS	Gulfport	12199 Hwy 49 Suite 100	39503	(228) 832-1832	Craig Belk
MS	Jackson	5 River Bend Place, Suite B	39232	(601) 932-2292	Jeffrey Minor
MS	Kosciusko	59 Veterans Memorial Drive, Suite B	39090	(662) 289-1067	Angela Thomas
MS	Louisville	14994 West Main Street	39339	(662) 773-3494	Kent Stribling
MS	Macon	3027 Jefferson Street	39341	(662) 726-6111	Kent Stribling

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
MS	Magee	450 Fifth Avenue Southwest	39111	(601) 849-5004	Steven Reed
MS	Meridian	5002 Highway 39 North Building B	39301	(601) 483-7331	Jacob Ivey
MS	Natchez	611 Franklin Street	39120	(601) 445-4282	Shawn Doherty
MS	Natchez	239 John R. Junkin Dr.	39120	(601) 443-9876	Bridget Milliken
MS	New Albany	484 West Bankhead Street	38652	(662) 534-0101	Robin Bennett
MS	Newton	107 Decatur Street	39345	(601) 683-3241	Gil Davis
MS	Oxford	2167 South Lamar Boulevard	38655	(662) 234-6683	William Strickland
MS	Petal	598 East Central Avenue	39465	(601) 450-3937	Alvaro Moreno
MS	Philadelphia	1054 Airpark Road	39350	(601) 656-3296	Kent Stribling
MS	Pontotoc	26 South Main Street	38863	(662) 489-5907	William Terry Wood
MS	Port Gibson	711 Farmers Street	39150	(601) 437-5701	Patrick Doherty
MS	Prentiss	1712 Dale Street	39474	(601) 439-0500	Steven Reed
MS	Saltillo	122 Willowbrook Drive	38866	(662) 869-1779	Joshua Bostick
MS	Sardis	119 South Main Street	38666	(662) 487-1316	Samuel Scott
MS	Senatobia	305 West Main Street	38668	(662) 562-6446	Samuel Scott
MS	Southaven	1228 Goodman Road, Suite 1	38671	· /	Alan Smith
		6 Professional Plaza		(662) 349-8838	
MS	Starkville	· ·	39759	(662) 323-3330	Kent Stribling
MS	Taylor	504 Easel Street	38673	(662) 234-9394	Elizabeth Darby
MS	Tupelo	2005 West Main Street	38801	(662) 205-4654	Joshua Hatfield
MS	Union	210 Bank Street	39365	(601) 774-9529	Emily Fleming
MS	Yazoo City	110 Jerry Clower, Suite H	39194	(662) 746-1623	David Parker, Jr.
MT	Belgrade	127 Village Drive	59714	(406) 388-9661	Joseph Parks
MT	Billings	2120 Grand Avenue	59102	(406) 656-7605	Kevin Mcbride
MT	Billings	1445 Avenue B	59102	(406) 259-2567	Kerry Sanchez
MT	Bozeman	1425 West Main Street, Unit B	59715	(406) 586-2173	Jeffrey Squire
MT	Columbia Falls	211 5th Street West	59912	(406) 892-4140	Troy Ypma
MT	Corvallis	1031 Main Street	59828	(406) 363-1530	John Hutchison
MT	Dillon	233 East Glendale Street	59725	(406) 683-2611	Douglas Creger
MT	Glasgow	839 1st Avenue South	59725	(406) 228-8200	Troy Myers
MT	Glendive	115 West Valentine Street	59330	(406) 365-8231	Troy Myers
MT	Missoula	700 South Avenue West	59801	(406) 549-4851	Matt Burgess
MT	Missoula	2230 North Reserve Street	59808	(406) 360-8280	Ty Felton
MT	Whitefish	201-B 2nd Street East	59937	(406) 862-3346	Naomi Barnes
NC	Advance	5380 US Highway 158 Suite 100	27006	(336) 940-2015	Ellyn Johnson
NC	Alliance	13820 Highway 55	28509	(252) 745-4100	Mark Leary
NC	Apex	1103 Pine Plaza Drive	27523	(919) 367-8411	Anthony Clark
NC	Arden	140 Airport Road	28704	(828) 687-7500	Haley Perry
NC	Arden	559 Long Shoals Road	28704	(828) 747-9260	Lisa Greene
NC	Asheville	1 Page Avenue, Suite 118	28801	(828) 253-3533	Benjamin Steger
NC	Asheville	1829 Hendersonville Road	28803	(828) 575-0944	Aundria Lear
NC	Asheville	417 Biltmore Avenue, Suite J1	28801	(828) 255-8961	Benjamin Steger
NC	Asheville	508 Merrimon Avenue	28804	(828) 254-3230	Anthony Clark
NC	Beaufort	300 Campen Road	28516	(252) 838-8822	Patrick Patterson
NC	Benson	113 West Main Street	27504	(919) 894-7570	Max Raynor
NC	Black Mountain	411 West State Street, Suite B	28711	(828) 357-5511	Cory Partlow
NC	Burlington	2603 Holly Hill Street	27215	(336) 228-1766	Keith Nice
NC	Cameron	1524 NC 24-87	28326	(910) 223-5410	Lisa Parke
NC	Candler	1431 Smokey Park Highway	28715	(828) 665-1577	Jamin Quilla
NC	Carrboro	200 West Weaver Street	27510	(919) 968-6300	Matt Vizithum
				` '	
NC	Cary	570 New Waverly Place, Suite 110	27518	(919) 858-7555	Amy Kasper
NC	Cary	3460 Ten Ten Rd., Ste. 112B	27518	(919) 367-5555	Anthony Clark
NC	Cary	1398 Kildaire Farm Road	27511	(919) 467-3238	Anthony Clark
NC	Cary	836 East Chatham Street	27511	(919) 755-3444	Rolando Ortiz
NC	Cary	7758 McCrimmon Parkway	27519	(919) 439-6014	Hakkam Alsaidi
NC	Cary	516 Optical Lane	27513	(919) 468-2636	Anthony Clark
NC	Chapel Hill	861 Willow Drive, Suite 2	27514	(919) 929-7111	Barry Adler
NIC	Chapel Hill	79 Falling Springs Drive	27517	(919) 933-6767	Anthony Clark
NC NC	Charlotte	2424 W. Mallard Creek Church Rd, Ste D	28262	(704) 295-0123	Amir Khoshnevis

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
NC	Charlotte	12105 Copper Way	28277	(704) 295-4444	Amir Khoshnevis
NC	Charlotte	1710 Kenilworth Ave., Ste. 210	28203	(704) 348-1500	Michelle Mumford
NC	Charlotte	8429 Pineville Matthews Rd.	28226	(704) 542-0501	Matthew Carpenter
NC	Charlotte	2600 East 7th Street	28204	(704) 523-1420	Anthony Clark
NC	Charlotte	8814 Rachel Freeman Way	28278	(704) 733-9180	David Au
NC	Charlotte	2501 The Plaza	28205	(704) 317-7717	Amanda Heyward
NC	Charlotte	14154 Steele Creek Road	28273	(980) 399-6071	Angela Bergin
NC	Clinton	124 East Main Street	28328	(910) 592-1908	Max Raynor
NC	Concord	5325 Vining Street, Suite 202	28027	(704) 792-2777	Dustin Reece
NC	Cornelius	20121 N. Main St., Suite A	28031	(704) 228-8525	Brittany Flaherty
NC	Denver	539 Brentwood Road	28037	(704) 812-7778	Kristin O'Brien
NC	Dunn	601 West Broad Street	28334	(910) 892-7197	Russell Warren
NC	Dunn	2332 West Cumberland St.	28334	(910) 897-2020	Alan Byrd
NC	Durham	2216 East Highway 54	27713	(919) 544-2020	Anthony Clark
NC	Durham	2900 Croasdaile Drive, Suite 6	27705	(919) 683-2020	Bruce Pate
NC	Durham	2900 Croasdane Drive, Suite 6  2901 North Duke Street	27704	` ′	Aaron Rosenstein
			27704	(919) 471-4474	
NC	Durham	813 Broad Street		(919) 381-5365	Constance Woldorff
NC	Eastover	3551 Dunn Rd.	28312	(910) 430-3937	Eric Raynor
NC	Elizabeth City	3850 Conlon Way, Suite F	27909	(252) 512-5004	Tam Nguyen
NC	Elizabethtown	432 West Broad Street	28337	(910) 876-6400	Max Raynor
NC	Elizabethtown	432 West Broad Street	28337	(910) 876-6400	Eric Raynor
NC	Elkin	346 North Bridge Street	28621	(336) 835-1312	Janet Perkins
NC	Fairmont	204 Iona Street	28340	(910) 628-8316	Samuel Johnson
NC	Fayetteville	1669 Owen Drive	28304	(910) 323-3698	William Holland
NC	Fayetteville	4140 Ramsey St., Ste. 101	28311	(910) 488-0211	William Holland
NC	Garner	5638 NC 42 W	27529	(919) 661-9299	Alan Byrd
NC	Gastonia	2555 Court Drive	28054	(704) 864-7789	Anthony Clark
NC	Graham	304 South Main Street	27253	(336) 227-4448	Donald Woodard
NC	Greensboro	1305 Lee's Chapel Road	27455	(336) 271-2020	Tim Koop
NC	Greensboro	3707 Battleground Avenue	27410	(336) 565-2010	Charlotte Ablott
NC	Greenville	1804 West Arlington Boulevard	27834	(252) 752-4380	Thomas McIntosh
NC	Havelock	306 A East Main Street	28532	(252) 447-2768	Anthony Clark
NC	Hendersonville	176 Four Seasons Mall	28792	(828) 698-3423	Craig Poole
NC	High Point	3929 Tinsley Drive, Suite 101	27265	(336) 841-2028	Joseph Perez
NC	Hillsborough	320 S Churton St	27278	(919) 732-5000	Anthony Clark
NC	Holly Springs	504 Village Walk Drive	27540	(919) 386-2020	Adam Bryan
NC	Hope Mills	3701 South Main Street	28348	(910) 423-0700	Eric Raynor
NC	Jacksonville	200 Doctors Drive, Suite K	28546	(910) 353-0541	Lloyd Butler
NC	Kernersville	853 Old Winston Rd., Suite 113	27284	(336) 993-3930	Anthony Clark
NC	Kinston	703 Rosanne Dr.	28504	(252) 527-8804	Jeffrey Harvey
NC	Lewisville	206 Arrow Leaf Drive	27023	(336) 946-0203	Christopher Owens
NC	Lexington	202 W. Center Street	27292	(336) 248-2237	Anthony Clark
NC	Lillington	104 South Main Street	27546	(910) 814-2020	Alan Byrd
NC	Lillington	315 Pine State St.	27546	(910) 893-4141	Anthony Clark
NC	Lumberton	750 Oakridge Blvd.	28358	(910) 739-5645	Anthony Clark
NC	Matthews	5955 Weddington Road, Suite 102	28104	(704) 926-3937	Scott Philippe
NC	McAdenville	355 Main Street	28101	(704) 824-3401	Christopher Mauney
NC	Mint Hill	7014 Tutor St.	28227	(980) 209-9437	Aynsley Girardeau
NC	Mount Olive	1122 North Breazeale Avenue	28365	(919) 658-2020	Jo'Ann Todd
		602 Renfro Street	27030	` '	Christopher Owens
NC	Mt. Airy			(336) 789-9031	*
NC	New Bern	2805 Village Way	28562	(252) 633-0016	Mark Leary
NC	Newton	21 South Main Avenue	28658	(828) 464-0604	Allen Hill Bandy
NC	Newton Grove	308 Main St, Ste B	28336	(910) 594-2020	Hubert Warren
NC	Oak Ridge	2205 Oak Ridge Road	27310	(336) 560-2636	Tim Koop
NC	Oxford	203 East Industry Drive, Suite B	27565	(919) 693-1133	Robert Currin
NC	Pembroke	204 Union Chapel Road	28372	(910) 521-9744	Sandra Locklear
NC	Pittsboro	485 West St	27312	(919) 542-2020	Robert Connelly
NC	Raleigh	7200 Creedmoor Road, Suite #100	27613	(919) 847-9751	Eric Oberdorf
NC	Raleigh	8111 Creedmoor Rd., Ste. 138	27613	(919) 301-8866	Anthony Clark

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
NC	Raleigh	7016 Harps Mill Rd.	27615	(919) 847-6889	Anthony Clark
NC	Raleigh	2843 Jones Franklin Road	27606	(919) 851-9966	Alan Byrd
NC	Red Springs	1002-A East 4th Avenue	28377	(910) 843-4941	Ralph Hendrix
NC	Robbins	300 South Middleton Street	27325	(910) 948-3711	Philip Ward
NC	Rolesville	220 Southtown Circle	27571	(919) 554-2440	Stephen Merckle
NC	Roseboro	305 West Roseboro Street	28382	(910) 525-5296	Max Raynor
NC	Salisbury	223 Faith Road	28146	(704) 637-7728	Dustin Reece
NC	Sanford	2805 South Horner Boulevard	27332	(919) 776-1012	Alex Martin
NC	Sanford	1829 Doctors Dr.	27332	` '	Anthony Clark
				(919) 776-2032	,
NC	Seven Lakes	1110 Seven Lakes Drive	27376	(910) 673-3937	Barry Kavanaugh Jr
NC	Southern Pines	1776 Old Morganton Road	28387	(910) 295-3220	Anthony Clark
NC	Southport	4633 Long Beach Road	28461	(910) 457-6667	John Howard
NC	Summerfield	1015 Highway150 West	27358	(336) 281-2015	Sherman Thurmond
NC	Thomasville	1040 Randolph St.	27360	(336) 472-8700	Anthony Clark
NC	Wadesboro	1134 Holly Street	28170	(704) 694-3618	Holly Kiker
NC	Waynesville	1604 Sulphur Springs Road	28786	(828) 456-8361	Aimee McBride
NC	Wendell	18 South Main Street	27591	(919) 366-6599	John Lutz
NC	Willow Spring	8313 S NC 55 Hwy	27592	(919) 639-2020	Alan Byrd
NC	Wilmington	5030 Randall Parkway	28403	(910) 392-0270	Michael Goins
NC	Wilmington	273 North Front Street	28401	(910) 341-4556	Tiffany Jackson
NC	Wilmington	8116 Market Street, Suite 100	28411	(910) 686-8000	Gilbert Catino
NC	Wilmington	1319 Military Cutoff Road	28405	(910) 447-2020	Crystal Brimer
NC	Wilmington	1205 Floral Parkway	28403	(910) 791-6086	Caroline Fogleman
NC	Winston Salem	12201 North NC Highway 150, Suite 23	27127	(336) 764-9030	Tammy Williams
NC	Winston Salem	5305 Robinhood Village Drive	27106	(336) 924-9121	Alex Appanaitis
NC	Winston-Salem	3111 Maplewood Ave, Ste 103	27103	(336) 765-8130	Anthony Clark
NC	Winston-Salem		27103	` ′	<u> </u>
		2910 Reynolda Road		(336) 724-5000	Terry Ellington
NC	Winterville	915 East Fire Tower Road	28590	(252) 516-6581	Thomas McIntosh
ND	Bismarck	204 West Century Avenue	58503	(701) 255-0186	Keith Schindler
ND	Bottineau	522 Main Street	58318	(701) 228-2219	Paul Dunderland
ND	Fargo	2553 Kristen Lane	58104	(701) 373-2020	Melissa McCulley
ND	Garrison	151 North Main	58540	(701) 463-2224	Keith Schindler
ND	Grafton	415 Hill Avenue	58237	(701) 352-1370	Dori Carlson
ND	Grand Forks	1401 28th Avenue South	58201	(701) 757-2121	Julie Christian
ND	Harvey	901 Lincoln Avenue	58341	(701) 324-2154	Steven Kourajian
ND	Mandan	107 6th Avenue NW	58554	(701) 663-0313	Brittany Schauer
ND	Minot	1100 North Broadway	58703	(701) 852-2020	Joshua Meske
ND	Minot	1821 Burdick Expressway West	58701	(701) 852-8807	Liza Stremick
ND	New Town	603 1st Street North	58763	(701) 627-3036	Melissa Hjelden
ND	Park River	915 Park Street East	58270	(701) 284-7330	Mark Helgeson
ND	Watford City	1005 South Main Street	58854	(701) 444-3221	Melissa Hjelden
NE	Alliance	515 Niobrara Avenue	69301	(308) 762-3124	Jason Webb
NE	Alma	610 Main Street	68920	(308) 928-2187	Kelly McLain
NE	Arapahoe	409 Nebraska Avenue	68922	(308) 962-5211	Jason Seim
NE	Ashland	705 North 17th Avenue	68003	(402) 944-3339	John Bateman
				` ′	
NE	Auburn	922 Alden Drive	68305	(402) 274-3218	Darren Wright Kerri Pillen
NE	Bellevue	1810 Wilshire Drive	68005	(402) 291-6133	
NE	Benkelman	617 Chief Street	69021	(308) 423-2152	Thomas Moser
NE	Blair	210 South 17th Street	68008	(402) 426-2119	Steven Brownmiller
NE	Bridgeport	921 Main Street	69336	(308) 262-1252	Jason Webb
NE	Broken Bow	408 South 8th Avenue	68822	(308) 872-2291	Jeffrey Sanger
NE	Cambridge	618 Paxton Street	69022	(308) 345-5800	Robert Stamm
NE	Central City	213 G. Street	68826	(308) 946-2612	Richard Kant
NE	Chadron	241 East 3rd Street	69337	(308) 432-3222	Timothy Chancellor
NE	Cozad	807 Meridian Avenue	69130	(308) 784-2100	Jason Seim
NE	Creighton	817 Main Street	68729	(402) 358-3700	Roger Filips
NE	Crete	1119 Main Avenue	68333	(402) 826-2246	Deborah Bessler
NE	Falls City	1823 Chase Street	68355	(402) 245-2017	Eric McPeak
NE	Fremont	2955 East Elk Lane	68025	(402) 721-8032	Amy DeVries

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
NE	Gordon	112 North Main Street	69343	(308) 282-0820	Timothy Chancellor
NE	Grant	115 West 3rd Street	69140	(308) 352-4424	Eric Gengenbach
NE	Gretna	814 Village Square	68028	(402) 332-0220	Cheryl Chapman
NE	Hartington	202 South Robinson	68739	(402) 254-7122	Roger Filips
NE	Hastings	2303 Osborne Drive West	68901	(402) 834-2222	Jennifer Deets
NE	Holdrege	503 McMillan Street	68949	(308) 995-8697	Craig Mccormick
NE	Imperial	510 West 12th Street	69033	(308) 882-5353	Eric Gengenbach
NE	Kearney	218 W. 42nd St.	68845	(308) 455-1283	Michael Gilbreath
NE	La Vista	9412 Giles Road	68128	(402) 916-4451	Matthew Klemke
NE	Lexington	801 North Grant Street	68850	(308) 324-5631	Jason Seim
NE	Lincoln	2550 Superior Street	68521	(402) 435-1166	Doug Rienks
NE	Lincoln	570 Fallbrook Boulevard	68521	(402) 742-0399	Andrew Bateman
NE	Lincoln	1171 N Cotner Blvd	68505	(402) 466-6070	Joshua Engel
NE	Lincoln	1501 Pine Lake Road, Suite 1	68512	(402) 421-7773	Bradley Blumenstock
NE	Lincoln	5801 Hidcote Drive, Suite 200	68516	(402) 307-5090	John Boever
NE	Lincoln	3543 South 85th Street	68520	(402) 986-7856	Daniel Novak
NE	McCook	218 West D Street	69001	(308) 345-5800	Robert Stamm
NE	McCook	212 West D Street	69001	(308) 345-2954	Thomas Moser
NE	Nebraska City	121 North 8th Street	68410	` /	Darren Wright
	Norfolk			(402) 873-6696	
NE		2900 West Norfolk Avenue	68701	(402) 371-8535	Ann Feidler-Klein
NE	North Platte	1214 West A Street	69101	(308) 532-5960	Eric Gengenbach
NE	Ogallala	120 North Spruce Street	69153	(308) 284-4194	Eric Gengenbach
NE	Omaha	13104 West Dodge Road	68154	(402) 493-8266	Steven Wolfe
NE	Omaha	11811 Fort Street, Suite 105	68164	(402) 932-4800	Karen Armitage
NE	Omaha	304 North 179th St., Suite 203	68118	(402) 614-4322	Matthew Klemke
NE	Omaha	12660 Q Street	68137	(402) 896-3300	Dave Michaels
NE	Omaha	3157 Farnam Street, Suite 7105	68131	(402) 502-7323	Shannon Elwood
NE	Omaha	6307 Center Street, Suite 202	68106	(402) 932-1366	Francisco Dozon
NE	Omaha	2510 South 171st Street	68130	(402) 330-3063	Dave Michaels
NE	Omaha	12279 West Center Road	68144	(402) 333-7772	Michelle Meyer
NE	Omaha	1311 S. 204th Street	68022	(402) 964-2225	Allison Walz-Tarkowski
NE	Omaha	19060 Q Street, Suite 107	68135	(402) 807-3937	Kristin Reed
NE	Omaha	3612 North 165th Street	68116	(402) 502-7323	Shannon Elwood
NE	Omaha	15655 Pacific Street, Suite 101	68118	(402) 697-5122	Kyle Klute
NE	Omaha	713 North 114th Street	68154	(402) 991-3131	Daniel Jackson
NE	Ord	1511 M Street	68862	(308) 728-3229	Brandon Blair
NE	Plattsmouth	2380 West 8th Avenue, Suite 4	68048	(402) 296-2200	John Bateman
NE	Scottsbluff	820 West 42nd Street, Suite 1200	69361	(308) 635-0800	Jason Webb
NE	Seward	334 South 4th Street	68434	(402) 643-2944	Craig Slepicka
NE	Sidney	900 Pine Street	69162	(308) 254-4041	Thomas Moser
NE	South Sioux City	1000 West 29th Street	68776	(402) 494-5533	David Kincaid
NE	Superior	358 North Central Avenue	68978	(402) 879-3233	Jeremy McMeen
NE	Sutton	103 North Saunders Avenue	68979	(402) 773-5616	Jessica Moore
NE	Syracuse	135 9th Street	68446	(402) 269-2321	Tiffany Walters
NE	Wausa	500 East Broadway Street	68786	(402) 371-8535	Jeffrey Klein
NE	Wayne	1112 West 7th Street	68787	(402) 375-5160	Joshua Hopkins
NE	Wilber	220 West 3rd Street	68465	(402) 821-2008	Nicole Morrissey
NE	York	222 East 6th Street	68467	(402) 362-4592	Richard Kant
NH	Atkinson	8 Route 111	03811	TBD	Patrick Mallin
NH	Bedford	207 Meetinghouse Road	03110	(603) 668-2771	David MacKay
NH	Bedford	39 South River Road	03110	(603) 836-5353	Nancy Wolf
			03110	` '	Scott Krauchunas
NH	Belmont	320 Daniel Webster Highway		(603) 527-2035	
NH	Concord	153 Manchester Street	03301	(603) 226-0855	Tyler Weber
NH	Concord	21 Green Street	03301	(603) 224-0971	Anthony Sacco
NH	Derry	55 Crystal Avenue	03038	(603) 434-2020	Keith Emery
NH	Dover	15 Portland Avenue	03820	(603) 742-7371	James Frangos
NH	Goffstown	24 Main Street	03045	(603) 497-3622	Jeffrey Michaud
NH	Hampton	760 Lafayette Road	03842	(603) 926-5471	David Hartenstein
NH	Hanover	2 Dorrance Place	03755	(603) 543-2020	Dorothy Hitchmoth

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
NH	Hanover	45 Lyme Road, Suite 201	03755	(603) 643-2140	Eugene Bernal
NH	Jaffrey	121 Main Street	03452	(603) 532-8835	Marilynn Acker
NH	Keene	338 Main Street	03431	(603) 357-4090	Tracy Roettiger
NH	Lebanon	410 Miracle Mile	03766	(603) 448-2575	Chris Fields
NH	Lebanon	165 Mechanic St.	03766	(603) 678-8185	Andrew Jones
NH	Lincoln	78 Main Street	03251	(603) 745-4882	Kevin Stratton
NH	Littleton	104 Meadow Street	03561	(603) 444-2592	Kevin Stratton
NH	Manchester	581 Second Street	03102	(603) 668-2010	Randy Williams
NH	Milford	81 Mont Vernon Street	03055	(603) 673-1330	Kelly MacDonald
NH	Nashua	505 West Hollis Street	03062	(603) 822-0311	Kelly MacDonald
NH	New London	197 Main Street	03257	(603) 526-4043	Donna Reed
NH	Peterborough	129 Wilton Road	03458	(603) 924-9591	Robert Tyszko
NH	Plaistow	161 Main Street	03865	(603) 382-8989	James Vitale
NH	Portsmouth	161 Deer Street	03801	(603) 430-0211	Sarah Hudson
NH	Rochester	65 Rochester Hill Road	03867	(603) 332-8569	Kenneth Clark
NH	Rochester	8 Lilac Mall	03867	(603) 335-6666	Joseph Jordan
NH	Somersworth	390 High Street	03878	(603) 692-3020	Charles LaFreniere
NH	Woodsville	50 Smith Street	03785	(603) 747-3190	Kevin Stratton
NJ	Belleville	500 Washington Avenue	07109	(973) 751-2992	Thomas Dorrity
NJ	Bergenfield	210 South Washington Avenue	07621	(201) 771-7444	Alan Busby
	Blackwood	-		` /	
NJ	Budd Lake	901 Route 168 135 Rt. 46 East, Unit E	08012 07828	(856) 352-0815	Dale Stein
NJ				(855) 948-2020	Michael Siegel
NJ	Carteret	43 Orchard Street	07008	(732) 541-8222	Edward Harmer
NJ	Carteret	29 Washington Avenue, Suite 107-108	07008	(732) 352-0234	Sundeep Kaur
NJ	Cherry Hill	2432 Route 38	08002	(856) 482-2933	Charles Fitzpatrick
NJ	Clifton	1160 Main Avenue	07011	(973) 472-2828	Delia Ferrer Garcia
NJ	Edgewater	75 River Road	07020	(201) 340-6406	Sundeep Kaur
NJ	Edison	34-36 Progress Street	08820	TBD	Monica Thi
NJ	Ewing	860 Lower Ferry Road	08628	(609) 883-6500	Sonal Patel
NJ	Franklinville	2222 Delsea Drive	08322	(856) 694-4475	Paula McCurdy
NJ	Freehold	4345 US Highway 9	07728	(732) 431-1004	David Nestorowicz
NJ	Green Brook	215 US Highway 22	08812	(732) 968-4114	Jesus Barrios
NJ	Hackensack	302 Union Street, 2nd Floor	07601	(201) 646-9090	Matt Esperon
NJ	Hillsborough	305 Omni Drive	08844	(908) 281-0800	Sundeep Kaur
NJ	Ledgewood	410 Route 10, Ste 202	07852	(973) 584-2020	Danielle Gaeta
NJ	Mahwah	115 Franklin Turnpike	07430	(201) 684-9000	Glen Blustein
NJ	Maple Shade	38 West Main Street	08052	(856) 779-7595	Vicki Wasser
NJ	Maplewood	170 Maplewood Avenue	07040	(973) 762-5343	Maria Cardona
NJ	Medford	200 Tuckerton Road	08055	(856) 983-8887	Gary Edelstein
NJ	Middlesex	1326 Bound Brook Road	08846	(732) 356-0300	Moshe Strauss
NJ	Millburn	249 Main Street	07041	(973) 467-2288	Vince Mcglone
NJ	Montville	170 Changebridge Road	07045	(973) 835-7000	William Ference
NJ	North Haledon	33 Sicomac Road, Suite 204	07508	(973) 427-7801	David Rajkowski
NJ	Oradell	297 Kinderkamack Road	07649	(201) 265-7900	Bruce Meyer
NJ	Paramus	74 South Paramus Road	07652	(201) 712-0101	Maria Cardona
NJ	Parsippany	415 Parsippany Road	07054	(973) 386-0111	Ellen Kapiloff
NJ	Ramsey	5 South Island Avenue	07446	(201) 327-5110	Alan Busby
NJ	Ridgewood	190 Dayton Street, Second Floor	07450	(201) 444-3173	David Rajkowski
NJ	Saddle River	171 East Saddle River Road	07458	(201) 584-2020	David Rajkowski
NJ	Sea Girt	701 Sea Girt Avenue	08750	(732) 974-3937	Sean Phibbs
NJ	Ship Bottom	1808 Long Beach Boulevard	08008	(609) 494-6868	Robert Snyder
NJ	Somerset	454 Elizabeth Avenue, Suite 220	08873	(732) 412-7328	Josephine Ngong-tawe
NJ	Tenafly	17 South Summit Street	07670	(201) 465-2115	Rena Moy-Chang
NJ	Totowa	169 Union Boulevard	07512	(973) 942-4221	Rasraj Rana
NJ	Tuckerton	1 Liefried Lane	08087	(609) 296-2450	Lauren Scharf-Snyder
NJ	Turnersville	188 Fries Mill Road, Suite M-2	08012	(856) 629-1600	Arthur Starr
NJ	Union	2565 Morris Avenue	07083	(908) 687-2244	Dawn Arnold
NJ	Vineland	1317 South Main Road # 1A	08360	(856) 691-2248	Arthur Starr
117	Vineland	1001 Laurel Oak Road, Suite A-1	08043	(856) 783-1040	Edward Melman

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
NJ	Voorhees	2 Sheppard Road	08043	(856) 751-0220	David Gubman
NJ	Williamstown	38 Washington Avenue	08094	(856) 318-1062	Dawn Nocella
NJ	Williamstown	490 North Black Horse Pike	08094	(856) 728-1111	David Mellish
NJ	Woodbury Heights	307 Glassboro Road	08097	(856) 848-5388	David Gubman
NM	Alamogordo	903 New York Avenue	88310	(575) 437-7783	Mollie Veteto
NM	Albuquerque	112 Hermosa Drive SE	87108	(505) 265-3443	Frank Chinisci
NM	Albuquerque	3701 Eubank Northeast	87111	(505) 298-2020	Frank Chinisci
NM	Artesia	1002 West Main Street	88210	(575) 748-1225	Kendra Powell
NM	Bernalillo	160 Camino del Pueblo	87004	(505) 771-3937	Deidra Casaus
NM	Carlsbad	201 West Fox	88220	(575) 885-3937	Spencer Franz
NM	Farmington	1711 East 20th St.	87401	(505) 326-4080	Jared Olson
NM	Hobbs	1811 North Dal Paso	88240	(575) 397-3611	Spencer Franz
NM	Hobbs		88240	` '	Clay Reber
		1315 Joe Harvey Boulevard		(575) 392-8880	*
NM	Las Cruces	2926 Hillrise Drive	88011	(575) 522-6885	Michael Matthews
NM	Lovington	112 West Avenue A 4100 Crestyiew Drive Southeast	88260	(575) 396-2522	Clay Reber
NM	Rio Rancho	1.144 -111111111111111111111111111111111	87124	(505) 891-2020	Jennifer Planitz
NM	Rio Rancho	1721 Golf Course Road SE	87124	(505) 896-2010	Lynn Davis
NM	Taos	710-F Paseo del Pueblo Sur	87571	(575) 758-2205	Jane Compton
NV	Carson City	3033 North Carson Street	89706	(775) 887-8866	Janet Drakulich
NV	Gardnerville	1538 US Highway 395 North	89410	(775) 783-1111	Somer Lyons
NV	Henderson	11540 South Eastern Avenue	89052	(702) 476-2225	Kenneth McCandless
NV	Henderson	3515 Saint Rose Parkway	89052	(702) 848-3387	Jesus Martinez
NV	Henderson	4401 East Sunset Road	89014	(702) 803-2020	Lawrence Wang
NV	Las Vegas	8937 West Sahara Avenue	89117	(702) 254-3558	James Beckwith
NV	Las Vegas	4840 East Bonanza Road, Suite 6	89110	(702) 385-7331	David Davis
NV	Las Vegas	401 North Buffalo Drive	89145	(702) 878-7777	Michael Jones
NV	Las Vegas	7415 South Durango Drive	89113	(702) 736-8883	Victoria Mar
NV	Las Vegas	10170 West Tropicana Avenue	89147	(702) 873-2121	Laura Holt-Maloney
NV	Las Vegas	500 East Windmill Lane, Suite 120	89123	(702) 437-2889	Chrys Manos
NV	Las Vegas	815 South 7th Street	89101	(702) 384-1630	William Harvey
NV	Las Vegas	6230 North Durango Drive	89149	(702) 737-3937	Brian Miller
NV	Las Vegas	7090 North Durango Boulevard	89149	(702) 220-3937	Lawrence Wang
NV	Las Vegas	9650 West Skye Canyon Park Drive	89124	(702) 803-2020	Lawrence Wang
NV	Las Vegas	6225 South Durango Drive	89113	(725) 735-8030	Juliane Lee
NV	Mesquite	61 North Willow Street	89027	(702) 346-3031	Scott Brotherson
NV	North Las Vegas	3335 West Craig Road, Suite A	89032	(702) 647-4798	Dexter Morris
NV	North Las Vegas	6935 Aliante Parkway, Suite 102	89084	(702) 685-4320	Jennifer Chow
NV	Winnemucca	1050 Hanson Street	89445	(775) 625-3937	Cody Bengoa
NY	Albany	1692 Central Avenue	12205	(518) 869-2560	Dana Salgado
NY	Albany	1660 Western Avenue	12203	(518) 218-7970	Rachel McCann
NY	Amherst	606 North French Road, Suite 7-8	14228	(716) 688-8127	David Burstein
		243 East Main Street # 3	14414	` '	Jennifer Dotterweich
NY	Avon			(585) 226-3400	
NY	Babylon	66 Deer Park Avenue	11702	(631) 669-3757	Aleksandra Wianecka
NY	Barneveld	8010 State Route 12	13304	(315) 896-3900	Amanda Scalise
NY	Boonville	151 Main Street, Suite 1	13309	(315) 942-2122	David Vinci
NY	Brockport	22 North Main Street	14420	(585) 637-2121	Michael Raff
NY	Bronx	3539 Riverdale Ave	10463	(718) 489-6290	John Nguyen
NY	Brooklyn	390 Myrtle Ave.	11205	(347) 504-1121	Dennis Cheng
NY	Brooklyn	453 Court Street	11231	(718) 625-7300	John Nguyen
NY	Brooklyn	733 Manhattan Avenue	11222	(718) 389-6234	Cristina Polizzi
NY	Brooklyn	1721 Avenue M	11230	(332) 322-2020	Victoria Bolbirer
NY	Buffalo	924 Kenmore Avenue	14216	(716) 876-2020	David Burstein
NY	Buffalo	403 Main Street, Suite 510	14203	(716) 852-7262	Mark Sorrentino
NY	Cambridge	15 West Main Street	12816	(518) 677-5422	David Rojek
NY	Camden	94 Main Street	13316	(315) 245-2443	Ronald Poulin
NY	Canandaigua	275 Parish Street	14424	(585) 394-0696	Paul Harvey
NY	Canandaigua	2375 Rochester Road	14424	(585) 393-0031	Felix Tao
NY	Cazenovia	105 Nelson Street, Suite 2	13035	(315) 655-4964	Joseph DiTota
NY	Chatham	5 Hudson Street	12037	(518) 392-4020	Dana Salgado

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
NY	Cicero	6197 State Route 31	13039	(315) 752-0555	Carolyn Cutre
NY	Cobleskill	1698 State Route 7	12043	(518) 234-2931	Brian Maillard
NY	Coxsackie	12079 State Route 9W	12192	(518) 731-9405	John Hammerer
NY	Dansville	28 Clara Barton Street	14437	(585) 335-2020	James Stafford
NY	Dobbs Ferry	66 Main Street	10522	(914) 461-0800	Katelyn Rogerson
NY	East Greenbush	99 Troy Road, Suite 201	12061	(518) 479-3306	Laurie Runnerstrom
NY	East Greenbush	2 Middlesex Road	12061	(518) 486-8989	Edward Berger
NY	East Northport	1946 Jericho Turnpike	11731	(631) 546-0665	Tracy Brooks
NY	East Syracuse	824 Franklin Park Drive	13057	(315) 446-1288	David Girardi
NY	Ellicottville	2 Hughey Alley	14731	(716) 699-5293	Philip Sarikey
NY	Elma	980 West Maple Court	14059	(716) 652-0870	Amy Suda
NY	Elmhurst	85-18 Queens Boulevard	11373	(718) 303-0393	Kimberly McHugh
NY	Fishkill	1073 Main Street, Suite 106	12524	(845) 896-2017	George Kaknis
NY	Fredonia	225 East Main Street	14063	(716) 679-1553	Steven Ihrig
NY	Geneva	81 North Street	14456	(315) 781-2650	John Clark
NY	Glens Falls	41 South Western Avenue	12801	(518) 792-2345	Roy Kline
NY	Gloversville	11 Church Street	12078	(518) 725-5416	David Rojek
NY	Grand Island	2099 Grand Island Boulevard, Suite A	14072	(716) 773-7653	William Waldron
NY	Greenwich	1224 State Route 29	12834	(518) 692-2040	Angela Gardner
NY	Guilderland	2050 Western Avenue	12084	(518) 456-6000	Rachel McCann
NY	Hamburg	206 Lake Street	14075	(716) 649-1010	Joseph Biondolillo
NY	Hamilton	2730 State Route 12B	13346	(315) 824-3453	Joseph DiTota
NY	Hilton	50 East Avenue	14468	(585) 392-6610	Michael Fryer
NY	Holland	23 North Main Street	14080	(716) 537-2222	Christopher Couzins
NY	Honeoye Falls	201 West Main Street	14472	(585) 582-6255	Linn Goetz
NY	Hopewell Junction	1123 Route 82	12533	(845) 221-5310	Vernon Peryea
NY	Hudson	454 Warren Street	12534	(518) 828-0215	Michael Madigan
NY	Huntington	374 New York Avenue	11743	(631) 421-0250	Aleksandra Wianecka
NY	Ithaca	1284 Dryden Road	14850	(607) 257-1066	Edward Bryant
NY	Jeffersonville	4895 State Route 52	12748	(845) 482-2425	Maegan Sauer
NY	Johnstown	86 Briggs Street, Ste. 4A	12095	(518) 736-1081	Shauna Zemken
NY	Latham	400 Troy Schenectady Rd.	12110	(518) 785-7891	Rocco Loccisano
NY	LeRoy	8663 East Main Road	14482	(585) 538-6435	William Lapple
NY	Lewiston	225 Portage Road	14092	(716) 754-8816	Joseph Hargrave
NY	Lindenhurst	651 North Wellwood Avenue	11757	(631) 226-2020	Mario Craig
NY	Little Falls	45 West Main Street	13365	(315) 823-4330	Richard Pascucci
NY	Lockport	445 Market Street	14094	(716) 433-1844	Lisa Genovese
NY	Lockport	500 Davison Road	14094	(716) 434-8063	Duane Snyder
NY	Manhasset	1129 Northern Boulevard	11030	(516) 627-5672	Larina Rosa
NY	Mexico	57 North Street	13114	(315) 963-8233	Ronald Poulin
NY	Middle Village	82-20 Eliot Avenue	11379	(718) 476-2020	Melania Napolitano
NY	Millbrook	61 Front STreet	12545	(845) 677-5012	Vernon Peryea
NY	Mineola	217 Mineola Boulevard	11501	(516) 747-1700	Melania Napolitano
NY	New Hartford	8374 Seneca Turnpike	13413	(315) 797-9091	Michael Waterman
NY	New Paltz	188 Main Street	12561	(845) 255-8370	Elinor Descovich
NY	New York	30 East 60th Street, Suite 201	10022	(212) 355-5145	Susan Resnick
NY	New York City	239 West 15th Street	10011	(212) 243-1717	G. William Hopkins
NY	Newburgh	304 Fullerton Avenue	12550	(845) 565-2020	Elaina Groo
NY	North Syracuse	105 North Main Street	13212	(315) 458-1000	Rebecca McPherson
NY	Oneida	581 Main Street	13421	(315) 363-6210	Ronald Poulin
NY	Oneida	131 Main Street, Suite 202	13421	(315) 363-4942	Matt Allen
NY	Patchogue	475 East Main Street, Suite 104	11772	(631) 654-2020	Gina Cardone
NY	Peekskill	1865 Main Street	10566	(914) 737-0437	Vernon Peryea
NY	Plattsburgh	292 Cornelia Street, Building 2	12901	(518) 563-7400	George Mitsoglou
NY	Plattsburgh	224 Tom Miller Road	12901	(518) 561-7170	Gretchen Ryder-Spittler
NY	Queensbury	357 Bay Road, Suite 6	12804	(518) 792-3304	Ryan Winters
NY	Rhinebeck	6805 Route 9	12572	(845) 876-2222	Michael Madigan
NY	Richmond Hill	120-15 Liberty Avenue	11419	(718) 843-2156	Natalie Bissoon
NY	Ridgewood	67-10 Fresh Pond Road	11385	(646) 481-8579	Richard Wu

Office	Office City	Office Address	Office Zip	Office Phone	Office Owner
State NY	Rochester	1671 Penfield Road	14625	(585) 586-6524	Cary Kazdan
NY	Rochester	1425 Jefferson Road	14623	(585) 427-0780	Vadim Guy
NY	Rochester	1 Lakeview Park	14613	(585) 458-2020	Chad Lehtonen
NY	Rochester	1924 Monroe Avenue	14618	(585) 271-7613	Judy Archer
NY	Rome	1320 Floyd Avenue	13440	(315) 337-3277	David Vinci
NY	Roslyn	1044 Northern Blvd, Ste. 107	11576	(516) 365-4500	Susan Resnick
NY	Rotterdam	1426 Altamont Ave.	12303	(518) 355-0795	Albert Morier
NY	Saratoga	235 Washington Street	12866	(518) 587-5900	Dale Ching
NY	Saratoga Springs	206 Lake Avenue	12866	(518) 584-2620	David Rojek
NY	Schenectady	1417 Union St.	12308	(518) 374-1882	Todd Pereira
NY	Seneca Falls	122 East Bayard Street	13148	(315) 568-6991	Christopher Main
NY	Smithtown	1041C West Jericho Turnpike	11787	(631) 864-0100	Larina Rosa
NY	Spencerport	24 West Avenue	14559	(585) 352-1960	Cary Kazdan
NY	Staten Island	2260 Victory Boulevard	10314	(718) 448-1622	Jyotsna Jain
NY	Syosset	140 Jackson Avenue	11791	(516) 874-5299	Cristina Polizzi
NY	Syracuse	120 Julian Place	13210	(315) 214-5858	Dave Braun
NY	Syracuse	2901 Court Street	13208	(315) 836-3135	Joseph DiTota
NY	Tonawanda	2126 Niagara Falls Boulevard	14150	(716) 693-4606	Madeline Bartels
NY	Trumansburg	11 East Main Street	14886	(607) 387-7327	Neil Henninger
NY	Tupper Lake	82 Park Street	12986	(518) 359-2161	Gregory Gachowski
NY	Utica	2318 Genesee Street	13502	(315) 732-7121	Richard Pascucci
NY	Valley Stream	10 East Merrick Road, Suite 201	11580	(516) 825-7455	Aleksandra Wianecka
NY	Watertown	53 - 59 Public Square, Suite 101	13601	(315) 214-5858	Dave Braun
NY	West Hurley	292 Route 375	12491	(845) 679-0393	Wayne Miller
NY	West Finney West Seneca	3070 Transit Road	14224	(716) 668-1166	John Rundquist
NY	Whitesboro	38 Roosevelt Drive	13492	(315) 736-3217	Amanda Scalise
NY	Williamsville	6622 Main Street, Suite 7	14221	(716) 631-9970	Jeffrey Calhoun
NY	Williamsville	8195 Sheridan Drive	14221	(716) 631-3860	Lisa Genovese
OH	Akron	2694 South Main Street	44319	(330) 785-5111	Lisa Testa
OH	Ashland	2212 Mifflin Avenue, Suite 110	44805	(419) 289-0808	Daniel Denbow
OH	Athens	416 West Union Street	45701	(740) 594-2271	Shane Foster
OH	Athens	199 Columbus Road	45701	(740) 593-3191	Kathy Biddinger
OH	Avon	36840 Detroit Road	44011	(440) 934-1144	John Novak
OH	Avon Lake	33398 Walker Rd., Ste. B	44012	(440) 933-3214	Michael Good
OH	Bath	1000 Ghent Road	44333	(330) 666-6876	Josie Kosunick
OH	Bay Village	27311 Wolf Road	44140	(440) 871-0036	Peter Mogyordy
OH	Bellefontaine	2150 Ewing Crawfis Circle	43311	(937) 593-1766	Brent Swartz
OH	Belpre	2201 Washington Boulveard	45714	(740) 423-6533	Christopher Stanwick
OH	Berea	1318 W. Bagley Rd	44017	(440) 526-7070	Nicolette Scott
OH	Beverly	505-C Dietz Lane	45715	(740) 984-4218	Mark Ruff
OH	Broadview Heights	403 East Royalton Road, Suite 118	44147	(440) 526-7070	Nicolette Scott
OH	Brooklyn	4338 Ridge Road	44144	(440) 975-8200	Donald Stephens
OH	Brookville	460 Rona Parkway	45309	(937) 833-4054	Mark Schmidt
ОН	Bucyrus	905 South Poplar Street	44820	(419) 562-3822	Matthew Axline
OH	Canton	3017 Cleveland Ave., Southwest, Ste A	44707	(330) 484-2569	Nathaniel Leggett
ОН	Centerville	125 East Franklin Street	45459	(937) 435-8605	Jeff Chandler
ОН	Chardon	373 Center Street	44024	(440) 286-9555	Bianca Kostranchuk
ОН	Chesterland	7976 Mayfield Road	44024	(440) 286-9555	Bianca Kostranchuk
OH	Chillicothe	64 Executive Center Drive	45601	(740) 774-4616	Patricia Haller
OH	Cincinnati	4854 Hunt Road	45242	(513) 891-6800	Debora Wright
ОН	Cincinnati	10675 McSwain Drive	45241	(513) 891-6800	Brenda Murray
	Cincinnati		45245	` '	
OH		4424 Aicholtz Road, Suite H		(513) 752-2100	Carisa Mcfadyen
OH	Circleville	401 North Court Street	43113	(740) 474-6039	Eric Liggett  Peter Megyardy
OH	Cleveland	6204 Brookpark Road	44129	(216) 351-6270	Peter Mogyordy
OH	Columbus	1070 Polaris Parkway, Suite 110	43240	(614) 880-1493	Jennifer Shewring
OH	Columbus	5320 East Main Street # 100	43213	(614) 863-1433	Rachel Siegel
OH	Columbus	5144 Morse Road	43230	(614) 810-2020	Nicholas King-Smith
OH	Columbus	180 Northwoods Boulevard	43235	(614) 739-0660	Jamie Horvath
OH	Defiance	283 Stadium Drive	43512	(419) 782-3937	Amy Brunswick

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
OH	Delaware	29 Grandview Avenue	43015	(740) 233-6393	Steven Kocher
ОН	Delaware	34 North Sandusky Street	43015	(740) 363-3377	Ronald Gaudio
ОН	Dublin	5775 Perimeter Drive, Suite 160	43017	(614) 763-5775	Kenneth Boltz
ОН	Eaton	309 Eaton Lewisburg Road	45320	(937) 456-5559	Karl Hofmann
ОН	Elyria	1131 East Broad Street	44035	(855) 390-1020	Donald Stephens
ОН	Englewood	639 West National Road	45322	(937) 836-3041	Joseph Studebaker
OH	Fairlawn	3040 West Market Street	44333	(330) 836-3828	Thomas Flickinger
OH	Germantown	1265 West Market Street	45327	(937) 855-4121	Jonathan Tschanz
ОН	Granville	205 1/2 South Prospect Street	43023	(740) 587-4741	Jenna Tyler
OH	Hamilton	644 High Street	45011	(513) 887-1100	Tom Nye
OH	Hamilton	2421 Pleasant Avenue	45015	(513) 892-2020	Tom Nye
OH	Hartville	800 West Maple Street, Suite B	44632	(330) 877-6996	Matthew Allen
OH	Hilliard	5525 Scioto Darby Road	43026	(614) 876-6524	Craig Coleman
OH	Hillsboro	205 South High Street	45133	(937) 393-2588	Tausha Barton
OH	Hudson	130 West Streetsboro St., Ste. 3	44236	(330) 653-8500	William Keller, O.D.
OH	Independence	6901 Rockside Rd.	44131	(216) 525-0740	Daniel Uzl
OH	Kenton	315 North Detroit Street	43326	` '	Todd Oates
				(419) 673-5201	
OH	Lakewood	17520 Madison Avenue	44107	(216) 228-3343	Peter Mogyordy
OH	Lancaster	1611 Tiki Lane	43130	(740) 687-1555	Aaron Bowman
OH	Lancaster	310 East Main Street	43130	(740) 601-0923	Eric Liggett
OH	Lebanon	1001 Monroe Road	45036	(513) 934-2020	Melissa Kerby
OH	Lima	1593 Allentown Road	45805	(419) 225-3937	Ann Rea Miller
OH	Logan	31630 Chieftain Drive	43138	(740) 385-4017	Shane Foster
OH	Loveland	10661 Loveland-Madeira Road	45140	(513) 683-8900	Pamela Bernard
OH	Madison	6380 North Ridge Road	44057	(440) 428-2172	Mark Bashore
OH	Marietta	111 South Third Street	45750	(740) 373-2069	Mark Ruff
OH	Marion	399 East Church Street, Suite 101	43302	(740) 387-8414	Matthew Axline
OH	Marysville	1001 West Fifth Street	43040	(937) 644-8637	Thomas Truitt
OH	Marysville	303 West 5th Street	43040	(937) 644-2075	Thomas Truitt
OH	Mason	218 Reading Road	45040	(513) 398-3886	Gregory Stucke
OH	Mayfield Village	6690 Beta Drive	44143	(216) 297-3230	Donald Stephens
OH	McConnelsville	71 East Main Street	43756	(740) 962-4281	Mark Ruff
OH	Medina	801 East Washington Street, Suite 120	44256	(330) 725-6655	David Loeper
OH	Mentor	7240 Center Street	44060	(440) 953-2020	James Bozic
OH	Mentor	7640 Mentor Ave.	44060	(440) 942-3937	Sayed Hasan
OH	Middleburg Heights	6879 B Southland Drive	44130	(440) 888-3515	Donald Stephens
ОН	Middleport	443 General Hartinger Parkway	45760	(740) 691-5008	Robyn Pape
ОН	Middletown	4102 Roosevelt Boulevard	45044	(513) 425-0817	Eric Smith
ОН	New Bremen	431 South Washington Street	45869	(419) 629-3241	Valerie Gardner
ОН	New Lexington	391 Lincoln Park Drive	43764	(740) 342-1784	Douglas Ryen
ОН	Newark	603 Country Club Drive	43055	(740) 344-1312	Douglas Ryen
ОН	Newtown	7397 Main Street	45244	(513) 991-7090	Brian VanDerPloeg
ОН	North Canton	907 Schneider St. SE	44720	(330) 499-1494	Mark Mason
ОН	North Ridgeville	7079 Avon Belden Road	44039	(440) 327-2020	Carol Novak
ОН	Orrville	106 North Main Street	44667	(330) 682-1276	Scott Pycraft
ОН	Parma	5500 Ridge Road	44129	(440) 842-2020	Sayed Hasan
ОН	Pataskala	180 East Broad Street	43062	(740) 927-3061	Steve Walsh
OH	Paulding	701 West Wayne Street	45879	(419) 399-2255	Larry Tope
ОН	Pickerington	141 Clint Drive	43147	(614) 575-0111	Douglas Ryen
OH	Pickerington	1121 Hill Road North	43147	(614) 575-8020	Peter Bickel
OH	Port Clinton	820 Jefferson Street	43452	(419) 732-2828	Sue Van Dootingh
OH	Portsmouth	1915 Scioto Trail	45662	(740) 354-2821	Michael Raies
ОН	Ravenna	159 East Main Street	44266	(330) 297-7733	Sawyer Ellis
					-
OH	Reynoldsburg	7721 East Main Street	43068	(614) 861-0950	Stephen Baldwin
OH	Rittman	89 East Ohio Avenue	44270	(330) 925-4901	Curtis Ferriman
OH	Sandusky	5005 Milan Rd.	44870	(419) 625-7904	Daniel Uzl
OH	South Point	214 Collins Avenue	45680	(740) 377-8989	Robin Parnell
OH	Springboro	245 North Main Street	45066	(937) 748-2955	Gregory Stucke
OH	St. Clairsville	107 Plaza Drive, Suite L	43950	(740) 695-0444	Douglas Hocking

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
OH	Stow	4153 Bridgewater Parkway	44224	(330) 922-4393	Linda Sedlacek
OH	Strongsville	19796 West 130th Street	44136	(440) 846-3937	Eric Patten
OH	Strongsville	11925 Pearl Road, Ste. 104	44136	(440) 238-7865	Nicolette Scott
OH	Tipp City	115 South Tippecanoe Drive	45371	(937) 667-1270	Andrew Davidson
OH	Toledo	3539 Glendale Avenue	43614	(419) 385-7575	Theresa Nemeth
OH	Toledo	5550 West Central Avenue	43615	(419) 539-6989	Donna Mahaffey
OH	Troy	1354 West Main Street	45373	(937) 335-6453	D. Douglas Friend
OH	Twinsburg	9945 Vail Drive	44087	(330) 425-2020	David Hunyady
OH	Twinsburg	9981 Vail Drive	44087	(440) 785-1153	Ryan McKinnis
OH	Uniontown	12033 Cleveland Avenue	44685	(330) 699-2934	Matthew Allen
OH	Upper Sandusky	97 Houpt Drive, Suite C	43351	(419) 294-3243	Anthony Arnold
OH	Urbana	303 North Main St.	43078	(937) 653-5228	James Grove
OH	Valley City	6621 Center Road	44280	(330) 483-4035	Norma Jesse
OH	Van Wert	1183 Westwood Drive	45891	` '	Mark Bidlack
	Van wert Vermilion			(419) 238-9244	
OH		1605 State Route 60	44089	(855) 390-1020	Donald Stephens
OH	Warren	4620 Mahoning Avenue NW	44483	(330) 847-9093	John Barnhart
OH	Wellington	602 West Herrick Avenue	44090	(440) 647-2112	Curtis Ferriman
OH	West Chester	7580 Cox Lane	45069	(513) 759-5100	Adam Wood
OH	West Jefferson	94 West Main Street	43162	(614) 879-7239	Scott Furgerson
OH	West Milton	21 North Miami Street	45383	(937) 698-5171	Gregory Stucke
ОН	Westerville	395 North West Street	43082	(614) 839-2733	Todd Clark
OH	Westlake	26927 Detroit Road	44145	(440) 892-5367	Peter Mogyordy
OH	Wheelersburg	536 Bulwer Street	45694	(740) 574-4745	Michael Raies
OH	Willard	320 West Walton Street	44890	(419) 933-2741	Tiffany Procaccini
OH	Willoughby	34302 Euclid Avenue	44094	(440) 942-3677	Donald Stephens
OH	Willoughby Hills	28112 Chardon Road	44092	(440) 585-1111	Sayed Hasan
OH	Willoughby Hills	34950 Chardon Road	44094	(855) 390-1020	Donald Stephens
OH	Wooster	470 East Milltown Rd, Suite B	44691	(330) 601-0393	Scott Pycraft
OH	Worthington	89 East Wilson Bridge Road	43085	(614) 885-7464	James Albright
OH	Zanesville	1180 Military Road	43701	(740) 454-6283	Jeffrey Rice
OH	Zanesville	2501 Maple Avenue	43701	(740) 452-8711	Kevin Colopy
OH	Zanesville	2315 Maple Avenue	43701	(740) 453-1611	Kelly Ryen
OH	Zanesville	2008 Maple Avenue	43701	(740) 454-8581	Kolby Knox
OK	Ada	700 East Main Street	74820	(580) 332-3936	Kevin Cunningham
OK	Altus	112 Val Verde Street	73521	(580) 482-0051	Tyson Allard
OK	Alva	504 College Ave.	73717	(580) 327-2393	Troy Smith
OK	Ardmore	715 12th Street Northwest	73401	(580) 226-3523	John Barringer
OK	Beaver	712 Avenue A	73932	(580) 625-2020	Trey Carlisle
OK	Bixby	11920 South Memorial Drive	74008	(918) 369-3937	James Ward
OK	Blanchard	112 South Main	73010	(405) 485-3937	Vincent Young
OK	Bristow	121 East 7th Street	74010	(918) 367-2020	Zeddie Cantrell
OK	Broken Arrow	433 Stone Wood Drive	74012	(918) 994-4450	Brad Wells
OK	Broken Arrow	433 Stone Wood Drive	74012	(918) 994-4450	Scott Hibbets
OK	Checotah	205 West Okmulgee	74426	(918) 473-2308	Billy Wayne Hill
OK	Choctaw	14975 Bypass St.	73020	(405) 390-9106	Terry Lewis
OK	Clinton	565 South 30th Street	73601	(580) 323-5421	Patrick Day
OK	Del City	4650 SE. 15th St	73115	(405) 677-8831	Bobby Christensen
OK	Duncan	913 North 11th Street	73533	(580) 255-1172	Nathaniel Edwards
OK	Durant	1901 West University Boulevard	74701	(580) 920-2020	Gregory Clay
OK	Edmond	523 South Santa Fe Avenue, Suite A	73003	(405) 330-1100	Larry Charles
OK	Edmond	1200 NW 178th Street	73012	(405) 509-2100	Matthew Brooks
OK	Edmond	15302 North May Ave	73012	(405) 751-7272	Julie Motes
OK	Edmond	3101 North Sooner Road	73034	(405) 751-7272	Matthew Morris
OK	Edmond	775 W. Covell Road	73003	(405) 348-3937	Chase Hunter
OK	El Reno	1512 West Elm Street	73036	(405) 262-2354	Joe Reichert
OK	El Reno	100 North Choctaw Ave.	73036	(405) 262-6611	Trevor White
OK	Elk City	920 North Main Street	73644	(580) 243-1121	Daniel Bintz
OK	Enid	502 W. Owen K Garriott Road	73701	(580) 233-3599	Heath Stotts
OK	Fairview	111 East Broadway	73737	(580) 227-4878	Blake Carlisle

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
OK	Guthrie	110 East Harrison Avenue	73044	(405) 282-4396	Michael Bennett
OK	Henryetta	900 West Main	74437	(918) 652-2345	Gary Jay LaValley
OK	Henryetta	900 West Main Street	74437	(918) 652-2345	Michael Brian
OK	Hobart	212 South Main Street	73651	(580) 726-3301	Tyson Allard
OK	Holdenville	720 N Hinckley	74848	(405) 379-3700	Nicholas Hardgrave
OK	Hugo	806 East Jackson Street	74743	(580) 326-3319	Jeff Edwards
OK	Kingfisher	824 S. Main Street	73750	(405) 375-5994	Joe Reichert
OK	Laverne	129 W Jane Jayroe	73848	(580) 921-1011	Trey Carlisle
OK	Lawton	2518 West Gore Boulevard	73505	(580) 357-6911	Richard Swales
OK	Lawton	4250 Northwest Cache Road	73505	(580) 355-2020	Chris Swanson
OK	Lawton	409 Southwest C Avenue	73501	(580) 248-5280	Chris Swanson
OK	Mannford	145 Bill Phelps Boulevard	74044	(918) 865-2116	Barbara Murphy
OK	McAlester	211 North 5th Street	74501	(918) 426-0106	Andrea Mazzare
OK	Midwest City	2008 South Post Road	73130	(405) 732-2277	Bobby Christensen
OK	Mustang	1108 East Highway 152	73064	(405) 376-2429	Jason Dobson
OK	Newcastle	918 Northwest 32nd Street	73065	(405) 387-4884	Chris Swanson
OK	Noble	905 North Main Street	73068	(405) 872-0500	Jacob Smith
OK	Norman	3960 West Tecumseh Road	73072	(405) 329-8100	Adam Geurkink
OK	Norman	1141 36th Avenue Northwest	73072	(405) 447-5001	Jacob Smith
OK	Norman	2224 West Main Street	73069	(405) 360-2822	JOrge Solorzano
OK	Oklahoma City	14000 Quailbrook Drive	73134	(405) 751-7727	Sam Oliphant
OK	Oklahoma City	10101 South Pennsylvania Avenue	73159	` '	Colby Ricks
OK	Oklahoma City	4720 North Classen Boulevard	73118	(405) 691-3319 (405) 528-1220	Jason Pickard
				` '	
OK	Oklahoma City	1 NE 2nd Street	73104	(405) 732-2277	Corey Christensen
OK OK	Okmulgee	300 Creek Place	74447	(918) 756-0316	James Ward
	Owasso	8430 N. 123rd East Ave.	74055	(918) 272-5755	Michael Gaydos
OK	Pauls Valley	1811 West Grant Avenue	73075	(405) 238-6459	Scott Mendell
OK	Poteau	1104 Dewey Avenue	74953	(918) 649-0524	Tamatha Holt
OK	Pryor	11 South Rowe Street	74361	(918) 825-6144	Douglas Pearson
OK	Purcell	1711 North Green Avenue	73080	(405) 527-2020	Scott Mendell
OK	Sapulpa	17 South Oak St.	74066	(918) 224-2610	Dennis Morris
OK	Sayre	104 E Main Street	73662	(580) 928-2212	David Epp
OK	Shawnee	100 East 45th Street	74804	(405) 275-7676	Trevor Conklin
OK	Tahlequah	3040 South Muskogee Avenue, Suite 109	74464	(918) 431-1444	Lisa Hatfield
OK	Tecumseh	123 East Washington Street	74873	(405) 598-6558	Trevor Conklin
OK	Tulsa	9102 South Toledo Avenue	74137	(918) 742-2055	Terry Lawson
OK	Tulsa	3334 East 32nd Place	74135	(918) 622-6244	Ken Merchant
OK	Watonga	203 North Noble Avenue	73772	(580) 623-5073	Timothy Nelson
OK	Weatherford	1545 N. Washington	73096	(580) 772-2819	Paul Tisdal
OK	Weatherford	500 North Washington Avenue	73096	(580) 772-3232	Tyson Allard
OK	Woodward	1009 Texas Avenue	73801	(580) 254-8020	Jimmy Smart
OK	Yukon	1604 Professional Circle	73099	(405) 354-3624	Jason Myers
OK	Yukon	1207 Cornwell Drive	73099	(405) 354-3384	Kyle Henderson
OR	Albany	2330 Heritage Way SE	97322	(541) 926-6077	Jonathan Berry
OR	Beaverton	4655 SW Griffith Drive	97005	(503) 646-8592	Rose Stone
OR	Bend	62968 O.B. Riley Road	97701	(541) 382-2020	Terry Steckman
OR	Bend	143 SW Shevlin-Hixon Drive, Suite 101	97702	(541) 317-9747	Patrick Ayres
OR	Brookings	937 K Chetco Avenue	97415	(541) 469-6923	Douglas Walker
OR	Canby	364 North Ivy Street	97013	(503) 266-4847	Ashley McFerron
OR	Coos Bay	986 Central Avenue	97420	(541) 267-4224	Patricia Gates
OR	Corvallis	1505 Northwest Harrison Boulevard	97330	(541) 754-6222	Rob Young
OR	Creswell	281 West Oregon Avenue	97426	(541) 895-3937	Cathy Merritt
OR	Dallas	986 SE Uglow Avenue	97338	(503) 623-3538	Christopher Johnson
OR	Enterprise	519 West North Street	97828	(541) 426-3413	Troy Bailey
OR	Eugene	762 East 13th Avenue	97401	(541) 343-3333	Daran deCalesta
OR	Eugene	1740 West 18th Avenue	97402	(541) 343-5555	Daran deCalesta
OR	Eugene	2540 Willakenzie Road	97401	(541) 484-9999	Daran deCalesta
OR	Florence	535 9th St.	97439	(541) 997-3331	Justin Mans
OR	Gold Beach	94225 Fourth Street	97444	(541) 698-7905	John Rush

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
OR	Grants Pass	1891 NE 7th Street	97526	(541) 237-0030	April Napier
OR	Happy Valley	13180 SE 169th Ave., Suite 104	97086	(503) 698-2375	William Berk
OR	Hermiston	1160 West Elm Avenue	97838	(541) 567-6623	David Drotzmann
OR	John Day	401 West Main Street, Suite A	97845	(541) 575-1819	David Archibald
OR	Keizer	4350 Cherry Avenue NE	97303	(503) 393-6060	Cynthia Strawn
OR	King City	15405 SW 116th Avenue, Suite 204	97224	(971) 371-3927	Amber Dunn
OR	Klamath Falls	2424 Shasta Way	97601	(541) 882-2812	Robert Creed
OR	La Grande	10709 Walton Road	97850	(541) 962-7753	Daniel Beckner
OR	La Pine	16410 3rd Street, Suite A	97739	(541) 536-2911	Graham Balcer
OR	Lebanon	90 Market Street	97355	(541) 451-1144	Roger Munk
OR	Madras	211 SE 5th Street	97741	(541) 475-2020	Jessica Tegen
OR	McMinnville	2225 NE Evans Street	97128	(503) 472-0825	Brian Morrissey
OR	Medford	55 East Stewart Avenue, Suite B	97501	(541) 779-9851	Shajida Reich
OR	Milton-Freewater	117 South Main Street	97862	` '	Benjamin Winters
	Milwaukie			(541) 938-5888	
OR	Molalla	2306 Southeast Washington Street	97222	(503) 654-3212	J. Wallace Walker
OR		502 East Main Street	97038	(503) 829-9186	J. Wallace Walker
OR	Monmouth	617 Clay Street East	97361	(503) 837-0281	Christopher Johnson
OR	Myrtle Creek	425 North Main Street	97457	(541) 863-5258	Lynn Goodwin
OR	Newberg	2207 Portland Road, Suite. A	97132	(503) 538-3277	Jeremy Taylor
OR	Newport	825 SW Abbey Street	97365	(541) 264-7726	Sky Schroeder
OR	Oregon City	1103 Linn Avenue	97045	(503) 655-2522	Michael Egger
OR	Portland	1890 NE 162nd St, Bldg #1, Teamsters	97230	(503) 257-0448	Diana Hess
OR	Portland	6539 SE Milwaukie Avenue	97202	(503) 236-6008	Scott Wojciechowski
OR	Portland	8566 S.W. Apple Way	97225	(503) 297-4183	David McBride
OR	Portland	4704 S.E. Hawthorne Blvd.	97215	(503) 235-6639	Rebecca Uhlig
OR	Portland	2370 West Burnside	97210	(503) 228-3838	Zuzana Friberg
OR	Portland	7826 SW Capitol Highway	97219	(503) 244-7788	Raj Patel
OR	Portland	8523 North Lombard Street	97203	(503) 286-5060	Scott Overton
OR	Portland	2524 SE 122nd Avenue	97236	(503) 761-2121	Thuy Tran
OR	Portland	4526 NE Sandy Boulevard	97213	(503) 284-9071	Thuy Tran
OR	Prineville	340 NW Beaver Street	97754	(541) 416-2020	Allan Hudson
OR	Redmond	404 NW 5th Street	97756	(541) 923-2221	Allan Hudson
OR	Reedsport	108 North 7th St.	97467	(541) 271-2312	Robert Mans
OR	Roseburg	371 N.E. Garden Valley Boulevard	97470	(541) 673-4166	Scott Stanley
OR	Salem	1097 Liberty Street S.E.	97302	(503) 581-4411	Jordan Brown
OR	Salem	2755 Commercial Street SE	97302	(503) 363-9011	Jim Hale
OR	Silverton	114 West Main Street	97381	(503) 874-2020	Keirsten Eagles
OR	Stayton	515 North Third Avenue	97383	(503) 769-3441	Frank Storey
OR	Sutherlin	201 Dakota Street	97479	(541) 459-4333	Toby Palm
OR	The Dalles	415 Washington Street	97058	(541) 296-2020	Ryan LeBreton
OR	Tigard	10225 SW Hall Blvd., Suite 101	97223	(503) 244-1004	Wayne Gerig
OR	Troutdale	226 East Historic Columbia River Hwy	97060	(503) 492-3897	Jim Hale
OR	Tualatin	18801 SW Boones Ferry Road	97062	(503) 692-3500	Craig Bowen
OR	Wilsonville	29890 SW Town Center Loop West	97070	(503) 682-3234	J. Richard Christiansen
OR	Woodburn	590 Glatt Circle	97071	(503) 982-3937	Scott Nehring
PA	Allentown	2030 Tilghman Street, Suite 101	18104	(610) 432-3258	Tony Sankari
PA	Allison Park	2384 Ferguson Road	15101	(412) 486-1043	Gregory Bittner
PA	Altoona	1418 11th Avenue	16601	(814) 946-3937	Michael Satryan
PA	Ardmore	11 West Lancaster Avenue	19003	(610) 642-2151	James Hall
PA	Baden	400 State Street	15005	(724) 305-2630	Matthew DeLuca
PA		385 Bangor Junction Road	18013	(610) 588-0129	Christopher Nowik
PA	Bangor Beaver Falls		15010		Ronald Andino
		2560 Darlington Road		(724) 843-2025	Edward Savarno
PA	Belle Vernon	170 Finley Road	15012	(724) 930-8250	
PA	Bethel Park	681 McMurray Road	15102	(412) 835-7474	Anthony Pinter
PA	Blue Bell	738 Dakalb Pike	19422	(610) 278-9026	Eva Doyle
PA	Boalsburg	104 West Main Street	16827	(814) 466-2020	Whitney Territo
PA	Bradford	125 Main Street	16701	(814) 368-7144	Daniel Schott
PA	Bridgeville	457 Washington Avenue	15017	(412) 221-0112	Joann Strain
PA	Brookhaven	4106 Edgmont Avenue	19015	(610) 872-8989	Jacqueline DeJesse

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
PA	Broomall	2805 West Chester Pike	19008	(610) 356-3933	Jimmy Nguyen
PA	Butler	166 Point Plaza	16001	(724) 285-2618	Michael Higgins
PA	Canton	327 Springbrook Drive	17724	(570) 673-8390	Nikki Rook
PA	Carlisle	120 South Hanover Street	17013	(717) 245-2020	Kimberly Harris
PA	Chalfont	521 West Butler Avenue	18914	(267) 875-3937	Melissa Richard
PA	Chambersburg	422 Phoenix Drive	17201	(717) 264-4012	Joel McGahen
PA	Christiana	316 Newport Avenue	17509	(610) 593-6670	Mervin Stoltzfus
PA	Clarion	1350 East Main Street, Suite 20	16214	(814) 226-4862	Joshua K. Diehl
PA	Clymer	210 6th Street	15728	(724) 254-1237	Ryan Cowburn
PA	Colmar	2339 North Broad Street	18915	(215) 874-0732	Paul Forrest
PA	Connellsville	619 East Crawford Avenue	15425	(724) 628-1370	John Ellis
PA	Corry	420 North Center Street	16407	(814) 664-8676	Scott Blaney
PA	Coudersport	1001 East Second Street, Suite A	16915	(814) 274-8717	Daniel Schott
PA	Cranberry Township	4 Robinhood Drive	16066	(724) 305-2630	Matthew DeLuca
PA	Downington	38 West Lancaster Avenue	19335	(610) 518-2195	Jessica Yannelli
PA	DuBois	200 South Main Street	15801	` '	Christopher Shaw
		125 Manor Drive		(814) 375-0125	1
PA	Ebensburg	•	15931	(814) 472-9670	Archibald Morris
PA	Edinboro	148 Meadville Street	16412	(814) 734-6161	Scott Blaney
PA	Elizabethtown	282 Maytown Road	17022	(717) 367-7838	Joseph Rebman
PA	Elkland	209 West Main Street	16920	(570) 662-3891	Lindsay Kibler
PA	Erie	1344 West 38th Street	16509	(814) 868-0895	Jill Cuthbertson
PA	Everett	141 East Main Street	15537	(814) 652-6221	Jessica Stone
PA	Franklin	1272 Liberty Street	16323	(814) 432-2825	James Paulson
PA	Glen MIlls	936-2 Baltimore Pike	19342	(610) 459-0404	Randall Bumsted
PA	Glenn Mills	1810 Wilmington West Chester Pike, Ste 13	19342	(610) 816-0996	Paul Forrest
PA	Greencastle	50 Eastern Avenue	17225	(717) 597-7708	Sandra Fink-Freeman
PA	Greensburg	2020 Frederickson Place	15601	(724) 837-1121	Janice Frederickson
PA	Grove City	15 Pine Grove Square	16127	(724) 458-0333	Menelaos Liulias
PA	Harleysville	272 North Main Street	19438	(215) 256-9909	Gail E. Brynien
PA	Harleysville	426 Main Street	19438	(215) 309-8138	Paul Forrest
PA	Harmony	115 Perry Highway	16037	(724) 453-4926	Julie Wong Mileham
PA	Harrisburg	5405 Jonestown Road, Suite 105	17112	(717) 652-5410	John Andren
PA	Harrisburg	3950 Tecport Drive, Suite 170	17111	(717) 564-5211	Audra Sieber
PA	Hermitage	2160 East State Street	16148	(724) 346-5516	James Paulson
PA	Hershey	1831 East Chocolate Avenue	17033	(717) 533-5990	Linda Goepfert
PA	Honesdale	160 Grandview Avenue	18431	(570) 251-9100	Lisa Dowling
PA	Huntingdon	828 Washington Street	16652	(814) 643-2020	Kara Cook Ritchey
PA	Huntingdon Valley	1924 County Line Road	19006	(215) 357-9011	Karen Wrigley
PA	Indiana	2121 Shelly Drive	15701	(724) 349-1237	Ryan Cowburn
PA	Johnsonburg	516 Market Street	15845	(814) 965-3231	Mary DaCanal
PA	Kane	175 North Fraley Street	16735	(814) 837-7880	Blake Housler
PA	Kingston	390 Pierce Street	18704	(570) 714-2600	Carl Urbanski
PA	Lancaster	816 Estelle Drive & Centerville Road	17601	(717) 898-8878	Dennis Dombrowski
PA	Ligonier	207 East Main Street	15658	(724) 238-8188	Kimberly Riggs
PA	Lititz	245 Bloomfield Drive	17543	(717) 517-7190	Matthew Link
PA	Lykens	405 West Main Street	17048	(717) 453-7172	Gary Scheib
PA	Malvern	12 General Warren Boulevard, Suite 700	19355	(610) 448-9910	Laura Lehman
PA	Malvern	20 Mystic Lane	19355	(610) 477-2830	Tejal Patel
PA	Mansfield	8 South Main Street	16933	(570) 662-3891	Lindsay Kibler
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PA	McKees Rocks	808 Broadway	15136	(412) 331-9696	Claudia Wendel
PA	Meadville	1073 South Main Street	16335	(814) 333-6606	Christopher Adsit
PA	Meadville	830 Market Street	16335	(814) 724-2700	James Paulson
PA	Mechanicsburg	5275 East Trindle Road	17050	(717) 697-7288	Debra Boshinski
PA	Media	35 East State Street	19063	TBD	Bosi Zhou
PA	Murrysville	4465 Old William Penn Highway	15668	(724) 733-1918	Paul Ives
PA	Nanticoke	245 South Prospect Street	18634	(570) 735-6000	David Evans
PA	New Brighton	903 3rd Avenue	15066	(724) 846-4480	Richard Phillips
PA	New Castle	2824 Wilmington Road	16105	(724) 658-4505	Philip Schaville

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
PA	Newport	300 Bretz Court, Suite 200	17074	(717) 567-3103	Reynolds Sisson
PA	Oakmont	750 Third Street, Suite 1	15139	(412) 828-4080	Patricia Napolitan
PA	Oil City	9 East 1st Street	16301	(814) 677-2066	Christopher Adsit
PA	Oreland	210 East Pennsylvania Avenue	19075	(215) 884-1401	Daniel Walker
PA	Peckville	240 Main Street	18452	(570) 489-8733	Rebecca Schoonover
PA	Philadelphia	1919 Chestnut Street	19103	(215) 563-8440	Karen Wrigley
PA	Philadelphia	3300 Grant Avenue	19114	(215) 335-9090	Rebecca Verna
PA	Philadelphia	1018 Pine Street	19107	(215) 575-5198	Julia Zyrina
PA	Philadelphia	524 South 2nd Street	19147	(215) 372-0147	Robert Stauble
PA	Pittsburgh	428 Forbes Avenue, Suite 2020	15219	(412) 391-5040	Lowell Lebovitz
PA	Pittsburgh	119 Brownsville Road	15210	(412) 381-7600	Matthew DeLuca
PA	Pittsburgh	5917 Penn Ave	15206	(412) 441-6685	Matthew DeLuca
PA	Pittsburgh	2275 Swallow Hill Road, Bld 700	15220	(412) 489-6726	John Gregory
PA	Pittston	6 North Main Street	18640	(570) 654-2020	James Bozzuto
PA	Plymouth Meeting	1333 Germantown Pike	19462		Benjamin Foreman
PA		21 Willow Street	16743	(610) 277-2447	Edwin Schott
	Port Allegany Port Matilda			(814) 642-9408	
PA		650 Gray's Woods Boulevard, Suite 120	16870	(814) 272-0262	Tracy Sepich
PA	Pottstown	142 Shoemaker Road	19464	(610) 326-1106	Michele Shade
PA	Pottsville	307 Mahantongo Street	17901	(570) 622-3937	Gary Scheib
PA	Quakertown	134 Mill Road, Suite 1	18951	(215) 536-8540	Marta Anders
PA	Richboro	1075 2nd Street Pike	18954	(215) 741-0828	Milla Batushansky
PA	Ridgway	20 North Broad Street	15853	(814) 772-0674	Mary DaCanal
PA	Sandy Lake	33 Walnut Street	16145	(724) 376-3881	James Paulson
PA	Saxonburg	324 Main Street, PO Box 500	16056	(724) 352-2433	Jeffrey Peterson
PA	Schuylkill Haven	100 East Main Street	17972	(570) 385-2345	George Roberts
PA	Seneca	3285 State Rt. 257	16346	(814) 677-6636	David Wagner
PA	Seven Fields	673 Castle Creek Drive Ext., Suite 104	16046	(724) 778-3937	Joseph Falbo
PA	Shillington	453 East Lancaster Avenue	19607	(610) 775-3321	Michael Mohn
PA	Shippensburg	871 C West Kings Street	17257	(717) 532-7893	John Cable
PA	Smethport	215 West Main Street	16749	(814) 887-2920	Blake Housler
PA	Somerset	268 West Union Street	15501	(814) 445-6664	Gregory Bittner
PA	St. Marys	123 Center Street	15857	(814) 834-2165	Dawn Luvaas
PA	State College	1470 Martin Street	16803	(814) 231-3937	Daniel Anderson
PA	Titusville	122 North Franklin Street	16354	(814) 827-7931	Christopher Adsit
PA	Troy	547 Canton Street	16947	(570) 297-2970	Scott Rutkoski
PA	Tunkhannock	512 Towne Plaza, Suite 108	18657	(570) 836-1900	Susan Rosengrant
PA	Upper Darby	1560 Garrett Road	19082	(610) 623-0039	Sonal Patel
PA	Vandergrift	135 Columbia Ave.	15690	(724) 568-2661	Ryan Cowburn
PA	Warren	416 Market Street	16365	(814) 723-2283	James Paulson
PA	Wayne	900 West Valley Road	19087	(610) 688-3433	Robert Haak
PA	Wellsboro	15 Meade Street	16901	(570) 724-2131	Scott Rutkoski
PA	West Chester	301 West Boot Road	19380	(610) 430-2060	Jimmy Nguyen
PA	West Chester	113 West Gay Street	19380	(610) 692-9289	Jessica Yannelli
PA	West Chester	1502 West Chester Pike, Suite 15	19382	(610) 708-5575	Avani Amin
PA	West Newton	145 North Water Street	15089	(724) 872-5621	Paul Ives
PA	Wysox	889 Craft Master Road	18854	(570) 265-3668	Scott Rutkoski
RI	Chepachet	9 Chestnut Hill Road	02814	(401) 568-3363	Jad Osmanski
RI	Cranston	2000 Chapel View Boulevard, Suite 220	02920	(401) 943-4700	Stephanie Hanson
RI	Middletown	70 Corporate Place	02842	(401) 846-1620	Alessi Rispoli
		•		` '	*
RI RI	North Kingstown North Providence	426 Scrabbletown Road	02852 02904	(401) 295-7339	Elliot Waterman  Jad Osmanski
		1971 Mineral Spring Avenue		(401) 232-0941	
RI	Tiverton	1061 Fish Rd.	02878	(401) 624-1620	Alessi Rispoli
RI	Warwick	1565 Post Road	02888	(401) 472-9424	Basant Sidhom
SC	Bluffton	27 Dr. Mellichamp Drive, Suite 100	29910	(843) 706-0607	Michael Campbell
SC	Boiling Springs	8674 Asheville Highway	29316	(864) 804-6412	Elliott Keller
SC	Charleston	112 Rutledge Ave.	29401	(843) 577-2674	Cody Smouse
SC	Clinton	204 East Carolina Avenue	29325	(864) 833-1162	Gill Thomas
SC	Clinton	118 Musgrove Street	29325	(864) 833-5555	Thomas MacMillan
SC	Fort Mill	1510 Onyx Ridge, Ste. 101	29708	(803) 802-3937	Nick Vastis

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
SC	Gaffney	1502 West Floyd Baker Boulevard	29341	(864) 489-9979	Edgar Poole
SC	Greenville	2304 West Parker Road	29617	(864) 246-0964	Ken Yeager
SC	Greenville	27 South Pleasantburg Drive, Suite 120	29607	(864) 235-8778	Cynthia Yeager
SC	Greenwood	1001 South Main Street	29646	(864) 388-2020	Anthony Clark
SC	Greenwood	479 Bypass 72 NW	29649	(864) 388-9663	Anthony Clark
SC	Greer	1014 West Poinsett Street	29650	(864) 877-4011	Anthony Clark
SC	Hilton Head Island	10 Hospital Center Commons	29926	(843) 681-6682	Michael Campbell
SC	Hilton Head Island	50 Shelter Cove Lane	29928	(843) 785-8008	Michael Campbell
SC	Indian Land	9700 Red Stone Drive, Suite 300	29707	(803) 548-3937	Bhumika Patel
SC	Laurens	106 South Public Square	29360	(864) 984-2020	Bernadine Donaldson
SC	Mount Pleasant	495 Wando Park Boulevard, Suite 101	29464	(843) 225-1168	Betsy Fraser
SC	Mount Pleasant	1710 Shoremeade Road, Suite 420	29464	(843) 936-1616	Gerald Sunkin
SC	Mt. Pleasant	1118 Park West Boulevard	29466	(843) 856-4775	Rachael Click
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SC	Mt. Pleasant	1296 Long Grove Drive	29464	(843) 388-6200	Brad Bodkin
SC	Murrells Inlet	640 Morse Avenue Unit 11	29576	(843) 357-8096	Joseph Ledford
SC	Myrtle Beach	109 Finnegan Court	29579	(843) 903-0949	Tammy Tully
SC	Myrtle Beach	4885 Socastee Blvd.	29588	(843) 293-8101	Robert Williams
SC	Myrtle Beach	950 48th Avenue North	29577	(843) 491-9008	Barbara Horn
SC	Pawleys Island	8247 Ocean Hwy.	29585	(843) 314-9064	Crystal Franklin
SC	Rock Hill	406 Wilson Street North	29730	(803) 327-1181	Scott Oliver
SC	Simpsonville	419 SE Main Street	29681	(864) 436-1234	Anthony Clark
SC	Spartanburg	227 East Blackstock Road	29301	(864) 576-0564	Thomas MacMillan
SC	Spartanburg	1200 East Main Street	29307	(864) 585-7807	Thomas MacMillan
SC	Spartanburg	705 East Main Street	29302	(864) 585-3281	Edgar Poole
SC	Spartanburg	1855 East Main Street	29307	(864) 308-8812	Janet Wilson
SC	Summerville	174 Beauregard Road	29483	(843) 821-0261	Daniel Coyle
SD	Chamberlain	103 East Lawler Avenue	57325	(605) 734-5613	Alexander Permann
SD	Custer	322 Mt. Rushmore Rd, Suite 120	57730	(605) 673-2716	Nathan Wiederholt
SD	Hot Springs	200 South Chicago Street	57747	(605) 745-3175	Dallas Wilkinson
SD	Mitchell	200 East 5th Avenue	57301	(605) 990-5367	Sheila Grieve
SD	Philip	503 West Pine Street	57567	(605) 399-3937	Jared Pearson
SD	Pine Ridge	P.O. Box 399	57770	(605) 867-2772	Timothy Chancellor
SD	Rapid City	825 Columbus Street	57701	(605) 343-4703	Dwayne Ice
SD	Rapid City	318 Mt Rushmore Road	57701	(605) 399-3937	Dawn Wattenhofer
SD	Rapid City	5734 Sheridan Lake Road	57702	(605) 342-0258	Shane Clark
SD	Spearfish	1230 North Avenue	57783	(605) 642-4656	Scott Kennedy
SD	Vermillion	11 Shriner Street	57069	(605) 624-2020	Cynthia Johnson
SD	Watertown	26 5th Street Northeast	57201	(605) 882-2220	Bradley Meier
TN	Alamo	135 South Bells Street	38001	(731) 696-4004	Lisa Privett
TN	Arlington	11860 Cranston Drive	38002	(901) 867-5540	Artee Nanji
TN	Athens	517 North Jackson Street	37303	(423) 745-4910	William Sullins III
TN	Bartlett	3114 Kirby Whitten Road	38134	(901) 377-9588	Laura Crowe
TN	Bartlett	7140 Hwy 64	38133	(901) 603-6320	Keith Gray
TN	Camden	264 Highway 641 North	38320	(731) 584-7942	Tonya Reynoldson
TN	Chattanooga	7161 Lee Highway, Suite 200	37421	(423) 305-7272	Aaron Thompson
	-	1720 Gunbarrel Road, Suite 100	37421	` ′	*
TN TN	Chattanooga	·	37412	(423) 892-2020	Mark Kapperman
TN	Chattanooga Chattanooga	1013 Spring Creek Road 189 West 8th Street	37402	(423) 855-8288 (423) 265-2365	Keith Sparkman Jeremiah Dell
	-			` ′	
TN	Clarksville	2699 Townsend Court	37043	(931) 647-8417	Bart Lynn
TN	Clarksville	3929 Lamar Drive	37040	(931) 245-3937	Bart Lynn
TN	Cleveland	2020 Keith Street	37312	(423) 472-6517	Walter Peterson
TN	Cleveland	3103 Ocoee Street	37312	(423) 479-4174	Lori Balmer
TN	Collierville	50 North Main Street	38017	(901) 219-5040	David Haba
TN	Columbia	403 North Garden Street	38401	(931) 380-2020	Terry Hendrickson
TN	Cordova	7865 Trinity Road, Suite 104	38018	(901) 753-7100	Luanne May Cox
TN	Dayton	1286 Market Street	37321	(423) 775-4747	Nicole Kammeyer
TN	Eads	3161 Highway 64	38028	(901) 465-3130	Paul Mormon
TN	Elizabethton	210 Rogosin Drive	37643	(423) 543-6868	Tammy Holsclaw-Jones
TN	Farragut	11232 West Point Drive, Suite A	37934	(865) 966-8255	Milind Desai

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
TN	Franklin	1000 Meridian Blvd., Ste. 106	37067	(615) 771-6646	Jarrod Peace
TN	Franklin	3343 Aspen Grove Drive	37067	(615) 771-7388	William Jones
TN	Franklin	3046 Columbia Avenue, Suite 209	37064	(615) 599-0037	Christy Taylor
TN	Franklin	1441 New Highway 96 West, Suite 3	37064	(615) 560-8245	Tyler Boone
TN	Germantown	9031 Valley Crest Lane	38138	(901) 757-2020	Paul Mormon
TN	Germantown	2059 Houston Levee Road	38139	(901) 850-8572	Chad Cullison
TN	Greeneville	1310 East Andrew Johnson Highway	37745	(423) 638-6236	Kurt Steele
TN	Henderson	401 East Main Street	38340	(731) 435-1275	Karen Johnson
TN	Hendersonville	100 Country Club Drive	37075	(615) 824-4246	Eric Stamper
TN	Hendersonville	264 New Shackle Island Road, # 102	37075	(615) 447-3404	Joshua Garnsey
TN	Hermitage	4130 Andrew Jackson Pkwy.	37076	(615) 885-2027	James Gillispie
TN	Jackson	2043 Greystone Park	38305	(731) 668-3424	Ryne Wood
TN	Jackson	1629 South Highland Avenue	38301	(731) 424-3100	Donald Hopper
TN	Jefferson City	741 East Broadway Boulevard	37760	(865) 475-8680	Jeremy Diamond
TN	Johnson City	119 Boone Ridge Drive, Suite 101	37615	(423) 283-7300	Mike Keith
TN	Johnson City	302 Sunset Drive, Suite 109	37604	(423) 282-1742	Angela Patteson
TN	Jonesborough	395 Forest Circle, Unit 120	37659	(423) 753-7760	Kristen Pumphrey
TN		<u>'</u>	37664	(423) 733-7760	1 7
TN	Kingsport	1599 Fort Henry Drive, Suite 101 102 Professional Park Drive	37663	` '	Frank Oglesby Gregory Russell
	Kingsport Knoxville	· ·		(423) 245-2222	
TN		10904 Spring Bluff Way	37932	(865) 246-1500	Travis Thompson
TN	Knoxville	9261 Middlebrook Pike	37931	(865) 690-9909	Hal Phillips
TN	Knoxville	7686 Oak Ridge Highway	37931	(865) 247-7715	Shane Presson
TN	Knoxville	4626 Mill Branch Lane	37938	(865) 922-7765	Tommy Louthan
TN	Knoxville	5113 Clinton Highway	37912	(865) 409-2242	Karin Moore
TN	Lebanon	404 North Castle Heights Avenue, Suite A	37087	(615) 449-0541	James Gillispie
TN	Lexington	107 Lexington Plaza	38351	(731) 968-2020	Michael Patterson
TN	Madisonville	620 Old Englewood Road	37354	(423) 442-2806	Stuart Sullins
TN	Manchester	1642 McArthur Steet	37355	(931) 728-1315	Jeremy Anderson
TN	Martin	111 Highway 431	38237	(731) 587-2022	Frances Bynum
TN	Maryville	333 East Harper Avenue	37804	(865) 982-6110	Gary Vines
TN	McKenzie	45 Hospital Drive	38201	(731) 352-2473	Scott Spivey
TN	Medina	615 Highway 45 South	38355	(731) 783-1100	Tonya Reynoldson
TN	Memphis	16 North McLean Boulevard	38104	(901) 725-3937	Jared Powelson
TN	Memphis	4557 Millbranch Rd.	38116	(901) 346-8222	Leroy Norton
TN	Memphis	6450 Poplar Avenue	38119	(901) 797-9008	Paul Mormon
TN	Memphis	21 Mina Avenue	38103	(901) 979-9879	Artee Nanji
TN	Morristown	1550 East Morris Boulevard	37813	(423) 585-5857	Brad Lindsey
TN	Mount Juliet	667 South Mount Juliet Road	37122	(615) 758-2344	Ryan Fritsch
TN	Mount Juliet	12904 Lebanon Road	37122	(615) 773-2212	John Kirby
TN	Murfreesboro	252 Veterans Parkway	37128	(615) 907-2030	Jennifer Drake
TN	Murfreesboro	546 Brandies Circle	37128	TBD	Katherine O'Hara
TN	Murfreesboro	836 North Thompson Lane	37129	(615) 217-2500	Jennifer Drake
TN	Nashville	4301 Hillsboro Pike, Suite 330	37215	(615) 297-7547	Jessica Durham
TN	Nashville	5554 Franklin Pike	37220	(615) 373-4747	Helen Boerman
TN	Nashville	181 Thompson Lane	37211	(615) 333-1717	Allison Jones
TN	Nashville	3736 Annex Ave	37209	(615) 352-3330	Jarrod Peace
TN	Nashville	4811 Trousdale Dr	37220	(615) 771-6646	Jarrod Peace
TN	Newport	1823 Crowe Lane	37821	(423) 623-3875	Kurt Steele
TN	Nolensville	7180 Nolensville Road	37135	(615) 283-7321	Evan Shields
TN	Oak Ridge	1143 Oak Ridge Turnpike, Suite 103	37830	(865) 272-2883	Joseph Crump
TN	Oliver Springs	929 East Tri-County Boulevard	37840	(865) 435-1513	Mary Chase
TN	Onver springs	5906 Main Street, Suite 116	37363	(423) 238-3290	Jeremiah Dell
TN	Paris	3006 Dinkins Lane	38242	(731) 644-1222	Michelle Harrison
TN			38363		Michael Patterson
	Parsons Piggon Forgo	816 Tennessee Ave., South, Ste. C	37863	(731) 847-2020	
TN	Pigeon Forge	2541 Sand Pike Boulevard		(865) 428-0959	Keith Whaley
TN	Pleasant View	6292 Highway 41A	37146	(615) 746-3931	Joseph Weatherford
TN	Selmer	699 East Poplar Avenue	38375	(731) 434-3401	Andrea Mitchell
TN	Sevierville	1133 Fox Meadow Boulevard	37862 37865	(865) 453-8444 (865) 577-6650	Howard Moore Greg McClurg

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
TN	Shelbyville	915 Colloredo Boulevard	37160	(931) 684-2197	Kathy Shamblin
TN	Smithville	2585 Nashville Hwy.	37166	(615) 785-2722	David Foutch
TN	Smyrna	23 North Lowry Street	37167	(615) 459-0675	Paul Trapeni, Jr.
TN	Smyrna	1618 Lee Victory Parkway	37167	(615) 462-6835	Nichole Rudowski
TN	Springfield	3563 Tom Austin Highway	37172	(615) 384-5225	Steven Schoemer
TN	Sweetwater	689A New Highway 68	37874	(423) 337-9222	Tom Foster
TN	Tullahoma	600 Airpark Drive	37388	(931) 455-0654	J. Shawn McBride
TN	Tullahoma	921 North Washington Street	37388	(931) 455-5554	Heather Sohrabi
TN	Union City	1022 South Miles Avenue	38261	(731) 885-1049	Alan Bugg
TN	Waverly	215 Holly Lane	37185	(931) 296-1990	Tonya Reynoldson
TN	White House	122 Highway 76	37188	(615) 672-6896	Hank DeHaven
TN	White Pine	1903 Maple Street	37890	(865) 761-0557	Kimberly Parks
TX	Abilene	440 Hickory Street	79601	(325) 677-6225	Dorothy Preston
TX	Abilene	262 S Leggett	79605	(325) 676-2020	Jimmy Wadley
TX	Addison	17051 North Dallas Parkway	75001	(972) 908-9999	Steve Kurtin
TX	Aledo	126 South Ranch House Road, Suite 1000	76008	_ `	Marcus Gleaton
TX		559 North Johnson Street		(817) 441-0010	Jason Prescott
	Alice	1	78332	(361) 664-2020	
TX	Allen	203 South Alma, Suite 200	75013	(972) 747-1122	Bridget Shannon
TX	Amarillo	3635 South Soncy Road	79119	(806) 356-6868	John Todd Cornett
TX	Amarillo	2481 I-40 West, Suite I	79109	(806) 358-2205	Blake Smith
TX	Amarillo	2921 I-40 West, Ste. 300	79109	(806) 322-3937	Mackenzie Weir
TX	Andrews	1315 North Main Street	79714	(432) 523-2660	David Wright
TX	Angleton	1713 East Mulberry Street	77515	(979) 849-7321	Brent Mixon
TX	Argyle	310 FM 407	76226	TBD	Sandra Elston
TX	Arlington	1334 East Pioneer Parkway	76010	(817) 461-4453	Isaac Schunk
TX	Arlington	3703 West Green Oaks Boulevard	76016	(817) 496-6022	Isaac Schunk
TX	Arlington	5335 West Sublett Road	76017	(817) 200-3939	Gloria Hentz
TX	Austin	4631 Airport Blvd, Suite 110B	78751	(512) 454-4401	Diane Yu-Davis
TX	Austin	12701 Research Boulevard, Suite 101	78759	(512) 258-2020	Michael Mccormick
TX	Austin	4211 South Lamar Boulevard, Suite E-3	78704	(512) 916-4600	Soroush Azadi
TX	Austin	2110 Slaughter Lane	78748	(512) 280-0520	Joseph McGowan
TX	Austin	7415 SW Parkway, Building 6, Suite 300	78735	(512) 328-7300	Casey Packer
TX	Austin	15004 Avery Ranch Boulevard, Suite 103	78717	(512) 255-7070	Chris Vincent
TX	Austin	5145 N. FM 620 Rd., Ste. G160	78732	(512) 439-2020	Cary Barnett
TX	Austin	3111 South Lamar Boulevard	78704	(512) 222-5636	BN Le
TX	Austin	7300 Ranch Road 2222	78730	(512) 893-2020	Shazeen Ali
TX	Austin	1144 Airport Boulevard, Suite 235	78702	(512) 928-5808	Michael Chavez
TX	Austin	11500 Bee Cave Road	78738	(512) 494-5350	Bryan Marshall
TX	Austin	10601 Ranch Road 2222 Suite G	78730	(512) 343-2020	Dennis Smith
TX	Austin	2900 W. Anderson Lane	78757	(512) 451-6586	Adam Drees
TX	Austin	2415 Exposition Boulevard	78703	(512) 477-2282	Cary Barnett
TX	Azle	601 N.W. Parkway, Suite B	76020	(817) 444-1717	Jamie Strong
TX	Baytown	6956 Garth Road	77521	(281) 421-1243	Mark Anderson
TX	Baytown	8804 North SH 146	77523	(346) 801-3907	Steve Lai
TX	Belton	2609 North Main Street	76513	(254) 939-5261	Tony Jacob
TX	Benbrook	300 Mercedes St.	76126	(817) 249-4078	Jane DeGrasse
TX	Boerne	125 Rosewood Avenue	78006	(830) 249-8090	Joseph Arrieta
TX	Brownfield	114 South 5th Street	79316	(806) 637-3937	Kelly Riley
	Brownwood		76801	` ′	Randal Ethridge
TX	Buda	1200 Austin Avenue	78610	(325) 643-5511	Tony Jacob
TX		3310 B FM 967, Suite A-108		(512) 295-0076	
TX	Buda	15550 South IH 35 Frontage Road, Ste 107	78610	(512) 598-5981	Michael Chavez
TX	Bulverde	121 Bulverde Crossing Road	78163	(830) 980-2020	Lindsey Martin
TX	Carrollton	4009 Old Denton Road	75007	(972) 939-6567	Bryan Kuder
TX	Carrollton	4112 North Josey Lane	75007	(972) 939-5367	Thoai Bui
TX	Cedar Park	3419 El Salido Parkway	78613	(512) 918-3937	Laurie Sorrenson
TX	Cedar Park	2071 Cypress Creek Road	78613	(512) 250-1700	Oliver Lou
TX	Cedar Park	13625 Ronald W. Reagan Boulevard	78613	(512) 528-5528	Dina Miller
TX	Celina	1060 South Preston Road, Suite 100	75009	(972) 382-2020	Todd Brantley
TX	Center	106 Nacodgoches St.	75935	(936) 591-0808	Charles Collard

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
TX	College Station	903 William D. Fitch Parkway	77845	(979) 779-9000	Belinda Dobson
TX	College Station	4081 State Highway 6 South	77845	(979) 690-0888	Matthew Greene
TX	College Station	1550 Copperfield Parkway	77845	(979) 695-2020	Tracey Scasta
TX	College Station	1109 Rock Prairie Road	77845	(979) 764-0669	Justin Mays
TX	Colleyville	1213 Hall Johnson Road, Suite 300	76034	(817) 656-3937	Carolyn Helbert-Green
TX	Coppell	175 South Denton Tap Road	75019	(972) 393-8600	Trenton Elliott
TX	Copperas Cove	98 Cove Terrace Shopping Center	76522	(254) 221-7335	Graham Robinson
TX	Corpus Christi	7042 South Staples Street, Suite 101	78413	(361) 980-0523	Heriberto Ramos
TX	Corpus Christi	5014 Holly Road	78411	(361) 993-5882	Aynn Upton
TX	Crockett	711 East Goliad Avenue	75835	(936) 544-3763	John McCall Jr.
TX	Crosby	14700 FM 2100 Suite 3	77532	(281) 328-2020	Jo Robin Harris-Szabo
TX	Crosby	14700 FM 2100 Suite 3	77532	(281) 328-2020	Jo Robin Harris-Szabo
TX	Cypress	15103 Mason Road, Suite B9	77433	(832) 653-2631	Megan Stubinski
TX	Cypress	10120 Greenhouse Road, Suite 102	77433	(281) 304-2655	Justin Douglass
TX		10920 Fry Road	77433	TBD	Celesta Ferreira
TX	Cypress Dallas	·	75224	(214) 333-2020	
		2811 South Hampton Road, Suite B	75217	` ′	Steve Nguyen
TX	Dallas	8202 Elam Road, Suite 100		(214) 391-1119	Ned Kumar
TX	Dallas	15123 Prestonwood Boulevard, Suite 120	75248	(214) 253-2000	Olivia Carleo
TX	Dallas	8115 Preston Road, Suite 630	75225	(214) 360-9951	Cathy Norton
TX	Dallas	6500 Greenville Avenue	75206	(469) 444-2020	Rajan Arora
TX	Dallas	5560 West Lovers Lane	75209	(469) 775-9700	Kelly Fallin
TX	Dallas	8041 Walnut Hill Lane	75231	(214) 730-5502	James Chin
TX	Denton	2430 I-35E South	76205	(940) 484-5587	Luke Crader
TX	DeSoto	600 North Hampton Road	75115	(972) 223-5354	Kevin Smith
TX	Dumas	1301 East 1st Street	79029	(806) 935-2020	Tory Moore
TX	Early	310 Early Boulevard	76802	(325) 643-1826	Graham Robinson
TX	Eastland	719 W Main	76448	(254) 631-0200	Jimmy Wadley
TX	El Paso	1346 North Lee Trevino Drive, Suite 114	79936	(915) 772-0777	Lilia Alvarez
TX	Elgin	1205 Highway 290	78621	(512) 285-2015	Tony Jacob
TX	Euless	901 East Harwood Road	76039	(682) 712-1150	Gurkiran Virdee
TX	Flower Mound	500 Flower Mound Road, Suite 108	75028	(972) 539-6868	Gurkiran Virdee
TX	Flower Mound	4401 Long Prairie Road	75028	(940) 800-2020	Luke Crader
TX	Forney	780 East US Highway 80, Ste 160	75126	(972) 552-9681	Joey Tran
TX	Fort Worth	7201 Boat Club Road	76179	(817) 750-2233	William Aston
TX	Fort Worth	6037 Harris Parkway	76132	(817) 294-2800	Keira West
TX	Fort Worth	3924 North Tarrant Parkway	76244	(817) 514-2114	Aaron Lee
TX	Fort Worth	6333 Camp Bowie Boulevard, Suite 272	76116	(817) 738-9301	Cindy Zimmerman
TX	Fort Worth	4919 South Hulen Street	76132	(817) 370-2100	Kevin Smith
TX	Fort Worth	5325 McPherson Boulevard	76123	TBD	Hiep Duong
TX	Friendswood	1520 W. Bay Area Blvd., Suite 1	77546	(281) 480-3960	Dan Tom
TX	Friendswood	421 East Parkwood Avenue	77546	(281) 482-2030	Ronald Hopping
TX	Frisco	11511 Independence Pkwy, Suite 102	75035	(972) 478-0550	Kari Clark
TX	Ft. Worth	5912 Convair Drive	76109	(817) 880-7917	David Moore
TX	Ft. Worth	1217 Oak Knoll Drive	76117	(817) 932-2498	Alisha Poonawala
TX	Ft. Worth	2530 Jacksboro Highway	76114	(817) 626-2020	Michael Conte
TX	Ft. Worth	2300 West 7th Street	76107	(817) 420-7377	Kelly Fallin
TX	Ft. Worth	1450 Eastchase Parkway, Suite 100	76120	(817) 460-6449	Lynda Dao
TX	Garland	3385 Naaman School Road	75040	(972) 496-2020	Reyna Hernandez
TX	Gilmer	710 Titus Street	75644	(903) 843-5400	J. T. Roberts
	Graham		76450	` '	Joe Hayley
TX		1529 380 Bypass		(950) 549-1621	
TX	Granbury	4000 E US Hwy 377	76049	(817) 573-7153	Chris Cheyne
TX	Groesbeck	801 McClintic Dr.	76642	(254) 729-4323	Chris Rand
TX	Houston	8717 Highway 6 North	77095	(281) 859-8000	Bruce Wick
TX	Houston	9935 South Post Oak Drive	77096	(832) 403-3752	Steve Lai
TX	Houston	13615 Bellaire Boulevard	77083	(281) 933-3446	Megan Stubinski
TX	Houston	12122 Greenspoint Drive	77060	(832) 925-4174	Eric Cheng
TX	Houston	5164 Aldine Mail Road	77039	(281) 864-1885	Ravindra Kankaria
TX	Houston	815 Walker Street, Suite T-44	77002	(713) 222-2300	Leslie Varkey
TX	Houston	2745 Gessner Drive, Suite C	77080	(832) 831-8667	Sarah Chang

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
TX	Houston	10101 Bissonnet Street	77036	(713) 777-2020	Faheem Inayatali
TX	Houston	14754 Memorial Drive, Suite 300	77079	(281) 372-8129	Anamika Desai
TX	Houston	1234 Bay Area Boulevard, Suite E	77058	(281) 488-2020	Ronald Hopping
TX	Houston	1461 Wirt Road	77055	(832) 317-6665	Erica Alfaro
TX	Houston	520 Waugh Dr	77019	(713) 300-1477	Paul Lovero
TX	Houston	3510 South Main Street	77002	(713) 298-4246	Jonathan Tsao
TX	Houston	13427 East Freeway	77015	(713) 450-2020	John Dang
TX	Houston	1717 West 34th Street, Suite 300	77018	(281) 616-5959	Natalie Vu
TX	Houston	1171 Edgebrook Drive	77034	(713) 941-7190	Ted Vorster
TX	Houston	5885 San Felipe Street	77057	(713) 360-7095	Sairah Malik
TX	Houston	12420 FM 1960 Road West	77065	(832) 237-1688	Jonathan Wong
TX	Houston	2799 Katy Freeway	77007	(281) 940-6600	Erin Koetter
TX	Houston	1533 N Shepherd Dr, Ste 120	77008	(832) 975-7020	Chi-Quang Nguyen
TX	Houston	415 West Little York Road	77076	` '	Isabel Cruz
	Humble			(713) 699-2020	
TX TX		5514 Atascocita Road	77346 78634	(281) 548-2020	Janet Terry
	Hutto	401 Exchange Boulevard, Building 1		(512) 846-1004	Sarah Johle
TX	Irving	1135 Kinwest Parkway, Suite 100	75063	(972) 432-2020	Jonathan Cargo
TX	Jasper	617 East Gibson	75951	(409) 381-8100	Keith Hancock
TX	Katy	1540-C South Mason Road	77450	(281) 693-1616	Mona Younes
TX	Katy	9727 Spring Green Boulevard, Suite 300	77494	(281) 969-3931	Sang Pham
TX	Katy	24502 Kingsland Boulevard	77494	(281) 394-5006	Julie Ly
TX	Katy	27252 Katy Freeway	77494	(832) 743-0500	Ruba Amad
TX	Keller	1700 Rufe Snow Dr	76248	(817) 514-6000	Eric Fleming
TX	Keller	900 South Main Street	76248	(817) 527-9800	Anwi Etame
TX	Kerrville	708 Hill Country Drive, Suite 100	78028	(830) 257-5656	Tobin Tilley
TX	Kilgore	1100 Stone Road	75662	(903) 983-2020	J. T. Roberts
TX	Killeen	416 North Gray Street	76541	(254) 634-7805	D. Austin Ruiz
TX	Killeen	2806 South W.S. Young Drive, Suite A	76542	(254) 220-4932	Graham Robinson
TX	Kingwood	1714 Kingwood Drive	77339	(281) 359-2020	Glenn Ellisor
TX	Kingwood	23822 Highway 59 North	77339	(281) 359-2020	Glenn Ellisor
TX	Kyle	5167 Kyle Center Drive, Suite 103	78640	(512) 268-7600	Tony Jacob
TX	La Porte	401 West Fairmont Parkway, Suite A	77571	(281) 471-6546	Deborah Bernay
TX	Lake Jackson	126 Oyster Creek Drive	77566	(979) 299-0100	Robert Haws
TX	Lake Worth	6636 Lake Worth Boulevard	76135	(817) 626-4441	Michael Conte
TX	Lakeway	900 RR 620 South	78734	(512) 263-0225	Wally El - Hitamy
TX	Lampasas	502 South Key Avenue, Suite A	76550	(512) 556-3937	Jason Prescott
TX	League City	3725 East League City Parkway	77573	(281) 305-1609	Meagan LeGrand
TX	Leander	1395 S. US Highway 183, Suite 130	78641	(512) 259-8484	Jason Prescott
TX	Leander	2906 South Bagdad Road, Suite 250	78641	(512) 243-6434	Farrah Khoja
TX	Lewisville	326 South Edmonds Lane, Suite 101	75067	(469) 616-2030	Hamid Hashemi
TX	Little Elm	3010 FM 423	75068	(469) 786-2020	Krystal Hoover
TX	Lockhart	1001 West San Antonio Street	78644	(512) 398-7600	Robert Ramos
TX	Lubbock	3104 Indiana Avenue	79410	(806) 793-1927	Nolan Riley
TX	Lubbock	12122 Salisbury Avenue	79424	(806) 793-1928	Nolan Riley
TX	Lubbock	4015 84th Street	79423	(806) 798-2020	Karley Woodrich
TX	Lufkin	2801 South John Redditt Drive	75904	(936) 637-2020	Aron Hughes
TX	Magnolia	18000 FM 1488	77354	(281) 252-6060	Ravindra Kankaria
TX	Manor	11300 US 290 #220	78653	(512) 910-3937	Tony Jacob
TX	Mansfield	2310 Highway 157 North	76063	(817) 539-8033	Kevin Smith
TX	Mansfield	3150 East Broad Street, Suite 120	76063	(817) 477-6363	Benjamin Colston
TX	Marshall	3905 Victory Drive	75672	(903) 935-2861	Cody Whiddon
TX	McKinney	6851 Virginia Parkway, Suite 101	75071	(214) 865-6266	Kayla Gaddis
TX	-	3041 South Custer Road, Suite 400	75070	` '	· ·
	McKinney			(972) 954-9595	Lynda Nguyen
TX	McKinney	1650 North Lake Forest Drive	75071	(972) 369-1411	Nolan Riley
TX	Melissa	3591 McKinney Street	75454	(972) 837-2222	Jeff Thomas
TX	Mesquite	1220 North Town East Boulevard, Ste 220	75150	(972) 613-3937	Rodney Robertson
TX	Mexia	501 East Milam Street	76667	(254) 562-3883	Wesley Pittman
TX	Mineola	1238 North Pacific Street	75773	(903) 569-5432	Andy Hawari
TX	Montgomery	123 Blue Herron Drive	77316	(936) 582-4200	Matthew Snyder

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
TX	Mount Pleasant	2001 West Ferguson Road	75455	(903) 572-1991	Brian Nichols
TX	Mount Vernon	508 Texas Highway 37 South	75457	(903) 402-2707	Haley Puryear
TX	Murphy	601 W FM 544	75094	(972) 578-2020	Bruce Colton
TX	Nacogdoches	3208 North University Drive	75965	(936) 564-3937	Gerardo Saldana
TX	New Boston	101 Tyson Street	75570	(903) 628-5555	Mark Allen
TX	New Braunfels	147 Fredericksburg Road	78130	(830) 625-5716	Angela Cline
TX	New Braunfels	2188 State Hwy 46 West, Suite 102	78132	(830) 302-3357	Audrey Raley
TX	North Richland Hills	5755 Rufe Snow Drive	76180	(817) 656-1111	Paul Rea
TX	Odessa	4015 Penbrook Street	79762	(432) 362-3133	Donald Hembree
TX	Odessa	4702 East University Boulevard	79762	(432) 550-4245	Maria Ceballos-Corral
TX	Pearland	1816 Broadway Street, Suite 106	77581	(281) 992-3937	Jacqueline Nguyen
TX	Pearland	1799 Kirby Drive	77584	(832) 757-1613	Dipak Kalani
TX	Pearland	·	77581	, ,	Bruce Cline
		2005 East Broadway St		(281) 485-0388	
TX	Perryton	115 South Main Street	79070	(806) 435-5406	Stephanie Pulpan
TX	Pflugerville	1010 Old Austin-Hutto Road	78660	(512) 252-7075	Ghada Abdallah
TX	Pharr	1001 East Ferguson	78577	(956) 782-9444	Marina Villalobos
TX	Pilot Point	770 Highway 377 South	76258	(940) 248-9868	Lisa Smith
TX	Plainview	315 Ennis Street	79072	(806) 293-1376	Stephen Webb
TX	Plano	4160 West Spring Creek Parkway, Ste 100	75024	(972) 612-2099	Danny Malone
TX	Plano	5044 Tennyson Parkway, Suite B	75024	(972) 378-4104	Todd Brantley
TX	Plano	1900 Preston Road, Suite 265	75093	(972) 519-0006	Greg Harrison
TX	Plano	240 Legacy, Suite 102	75023	(972) 527-7979	Easter Tjandra
TX	Plano	8080 Independence Parkway	75025	(214) 383-9360	Thoai Bui
TX	Plano	4012 Preston Road	75093	(972) 985-3638	Deborah Moon
TX	Plano	7920 Preston Road, Suite 200	75024	(214) 387-4134	Hiadeh Karimi
TX	Plano	708 East 15th Street	75074	(972) 509-8555	Jenny Fan
TX	Plano	8941 Coit Road	75024	TBD	Yasmin El Hag
TX	Porter	23128 FM 1314, Suite A	77365	(281) 354-0900	Jo Robin Harris-Szabo
TX	Prosper	1170 N Preston Rd.	75078	(214) 305-4020	Greg Harrison
TX	Prosper	17569 Fishtrap Road	75078	(469) 715-0775	Clemit Liles III
TX	Richardson	4150 East Renner Road	75082	(972) 250-0700	Kimuyen (kim) Nguyen
TX	Richmond	5610 West Grand Parkway South, Suite 500	77406	(281) 232-2024	Viral Desai
TX	Richmond	7770 West Grand Parkway South, Suite 300	77406		Jordana Chettiparampil
		·		(832) 685-2020	
TX	Roanoke	856 East Highway 114	76262	(682) 237-2103	Kelvin Lam
TX	Rockwall	2931 Ridge Road, Suite 109	75032	(972) 772-2644	Brent Schmidlap
TX	Rosenberg	24601 Southwest Freeway	77471	(832) 595-3260	Quynh Le
TX	Round Rock	17261 Smyers Lane	78681	(512) 501-2100	Nancy Guenthner
TX	Rowlett	9101 Lakeview Parkway	75088	(214) 607-4300	Joel Elsten
TX	San Antonio	5212 Broadway	78209	(210) 829-8083	Mario Gutierrez
TX	San Antonio	2950 Thousand Oaks	78247	(210) 490-9091	Scott Sitterle
TX	San Antonio	14016 Nacogdoches	78247	(210) 655-9620	Eric Delgado
TX	San Antonio	2210 Northwest Military Hwy.	78213	(210) 344-1400	Raul Trevino
TX	San Antonio	1939 NE Loop 410, Ste. 200	78217	(210) 822-7239	Mario Gutierrez
TX	San Antonio	7959 Fredericksburg Road, Suite 137	78229	(210) 735-5440	Raul Trevino
TX	San Antonio	24165 I-10 West, Suite 125	78257	(210) 698-2020	Rachel Tellez
TX	San Antonio	2339 Evans Road, Suite 104	78259	(210) 305-5555	Diana Gonzalez
TX	San Antonio	8910 Bandera Road	78250	(210) 682-4300	Bobby Wood
TX	San Antonio	4501 McCullough, Ste. 101	78212	(210) 340-5822	Jason Deviney
TX	San Antonio	6011 South Flores Street, Suite B	78214	(210) 924-3994	C. Diane Ramirez-Shank
TX	San Antonio	9262 Culebra Road, Suite 106	78251	(210) 647-4733	Suzanne Jones
TX	San Antonio	8202 North Loop 1604 West, Suite 105	78249	(210) 691-4733	Joseph Rogalinski
TX	San Antonio	9822 Potranco Road, Suite 111	78249	(210) 691-4733	Joseph Rogalinski
				, ,	
TX	San Antonio	19739 IH-10 West	78257	(210) 361-7720	Angela Offoegbu
TX	San Antonio	115 North Loop 1604	78232	TBD	Sanjay Nancherla
TX	San Benito	801 North Sam Houston Boulevard	78586	(956) 361-7600	Jaime Rodriguez
TX	San Marcos	1310 Wonder World Drive	78666	(830) 468-5047	Stephen Wolfe
TX	Schertz	17323 IH 35 North	78154	(210) 651-5800	Michelle Buttlar
TX	Seguin	404 East Mountain Street	78155	(830) 468-5047	Stephen Wolfe
TX	Seminole	707 Hobbs Highway	79360	(432) 758-3229	David Wright

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
TX	Shamrock	117 E 3rd Street	79079	(806) 256-2219	David Epp
TX	Shenandoah	285 Ed English Drive	77385	(281) 466-1700	Michael Gerdts
TX	Sherman	1313 North Travis Street, Suite 100	75092	(903) 893-8306	Christopher Morgan
TX	Silsbee	1205 Hwy 327 East	77656	(409) 385-2811	Ted Vorster
TX	Snyder	303 37th Street	79549	(325) 573-5571	Dennis Cave
TX	Somerset	8010 5th Street	78069	(210) 691-4733	Joseph Rogalinski
TX	Spring	6925 Cypresswood Dr., Ste A	77379	(281) 251-1120	Jennifer Nguyen
TX	Stephenville	2545 Northwest Loop	76401	(254) 968-2345	David Moore
TX	Sugar Land	17228 W. Grand Parkway South, Ste 2020	77479	(281) 342-1000	Phuong Nguyen
TX	Sugar Land	1211 Lake Pointe Parkway	77478	(281) 819-2010	Viral Desai
TX	Sugar Land	18802 University Boulevard	77479	TBD	Ivan Velazquez
TX	Sugarland	520 Highway 6, Suite 300	77478	(281) 243-2020	John Dang
TX	Sunset Valley	5601 Brodie Lane	78745	(512) 358-8200	Sarah Blackwelder
TX	Teague	313 Main Street	75860	(254) 739-2020	Jerry McCombs
TX	Temple	2910 Market Loop	76502	(254) 739-2020	Graham Robinson
TX	Terrell	152 9th Street	75160	` '	Kent Wilson
				(972) 563-5533	
TX	Texarkana	4401 Galleria Oaks	75503	(903) 838-9063	Mark Allen
TX	Texas City	9300 Emmett F Lowry Expy. #190	77591	(409) 986-6936	Phyllis Tang Wing
TX	The Colony	4709 State Highway 121, Suite 122	75056	(972) 625-2020	Jason Prescott
TX	The Woodlands	6704 Sterling Ridge Drive, Suite D	77382	(281) 465-8300	Claudio Lagunas
TX	The Woodlands	26400 Kuykendahl Rd	77375	(832) 559-3861	Andrew To
TX	Tomball	24230 Kuykendahl Road, Suite 260	77375	(832) 639-8910	Denny Joe
TX	Tulia	317 Southwest 2nd Street	79088	(806) 995-4102	Toby Brown
TX	Tyler	136 Shelly Drive	75701	(903) 561-8686	Larry Chism
TX	Tyler	2547 Elkton Trail	75703	(903) 944-7979	Jacob West
TX	Uvalde	3040 East Main Street	78801	(830) 278-2010	Bobby Wood
TX	Vernon	1918 Pease Street	76384	(940) 553-4328	Joe Hayley
TX	Victoria	8806 North Navarro Street, Suite 300	77904	(361) 575-6766	Thuy Hong Dang
TX	Waco	816 Lake Air Drive	76710	(254) 752-0471	Leigh Green
TX	Waco	1000 West Highway 6	76712	(254) 776-8119	Stacie Virden
TX	Waco	190 North New Road	76710	(254) 399-9979	Travis Loven
TX	Waxahachie	427 North College Street	75165	(972) 937-1001	Alex Robinson
TX	Weslaco	415 South Airport Drive, Suite H	78596	(956) 447-2020	Jaime Rodriguez
TX	Westlake	72 Andorra Drive	76262	(817) 674-7500	Kimberly McPherson
TX	Whitney	1221-B North Brazos Street	76692	(254) 694-3435	Lon Eubank
TX	Wichita Falls	1901 Kemp Boulevard	76309	(940) 723-2020	Joe Hayley
TX	Willis	12709 I-45 North	77318	(936) 856-9400	Angela Doreck
UT	Draper	12357 South 450 East, Suite 2	84020	(801) 572-9804	Sherman Peirce
UT	Draper	1147 East Draper Parkway	84020	(801) 619-9555	Jason Mackay
UT	Farr West	1741 N. 2000 W., Suite 7	84404	(801) 731-5558	Ian Whipple
UT	Grantsville	163 South UT-112	84029	(435) 249-0530	Ryan Orgill
UT	Heber City	67 East 500 South	84032	(435) 657-1555	Tory Goode
UT	Heber City	37 E 100 N	84032	(435) 654-1863	Cory Seitz
UT	Highland	5455 W. 11000 N., Suite 101	84003	(801) 756-9357	Kevin Fromm
UT	Lehi	3435 North Center Street, Suite 1	84043	(801) 756-7150	W. Carlan Reese
UT	Midvale	579 East Fort Union Boulevard	84047	(801) 255-8500	Roland Abundo
UT	Millcreek	4400 South 700 East	84107	(801) 264-4406	W. Craig Poulter
UT	Ogden	3988 Washington Boulevard	84403	(801) 621-2883	Scott Peterson
	-			TBD	
UT	Orem Park City	572 West 1600 North 6584 Creekside Lane	84057 84098		Jeffrey Cook W. Craig Poulter
				(435) 649-5200	
UT	Planeration	539 South 100 West	84651	(801) 465-0355	Brian Rowley
UT	Pleasant Grove	238 East State Road, Suite 4	84062	(801) 796-1054	Kevin Fromm
UT	Provo	1675 N. 200 West, Suite 11-A	84604	(801) 374-2227	Chad Rigtrup
UT	Riverton	13454 S. Monarch Meadows Parkway	84096	(801) 254-7575	Daniel Howells
UT	Salt Lake City	250 East 300 South, Suite 110	84111	(801) 322-0467	Karri Buresh
UT	Salt Lake City	801 South 800 East	84102	(801) 410-4281	Stephen Lundquist
UT	Saratoga Springs	1528 North Commerce Drive, Suite 102	84045	(801) 768-1900	W. Carlan Reese
UT	South Jordan	10372 South Redwood Road	84095	(801) 253-1374	Dale Hardy
UT	Spanish Fork	59 South 400 West	84660	(801) 794-3937	David Esplin

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
UT	Spanish Fork	57 East 1000 North	84660	(801) 798-5341	David Jones
UT	Spanish Fork	482 South Main Street	84660	(801) 504-6448	Jess Mendenhall
UT	Springville	262 East 400 South	84663	(801) 489-5166	Chad Rigtrup
UT	St. George	1449 North 1400 West, Suite 24	84770	(435) 656-2003	Joseph Fife
UT	Taylorsville	3544 West 6200 South	84129	(801) 966-2020	Ronald Roper
UT	Tooele	300 South Main Street	84074	(435) 882-3233	Jed Winder
UT	West Jordan	7555 South Center View Ct.	84084	(801) 566-5683	W. Craig Poulter
UT	West Valley City	2782 S. 5600 W., Ste. 101	84120	(801) 969-9999	Paul Bruderer
VA	Alexandria	5876 Kingstowne Center	22315	(703) 417-9316	Terri Vo
VA	Alexandria	1632-A Belle View Boulevard	22307	(703) 660-9494	Hope Snively
VA	Annandale	7630 Little River Turnpike	22003	(703) 941-4111	Courtney Thelen
VA	Arlington	4018 Campbell Avenue	22206	(703) 671-1188	Terri Vo
VA	Arlington	1235 South Clark Street	22200	(703) 413-1400	Hope Snively
VA	-	2521 Wilson Boulevard	22202	` '	1 7
	Arlington			(703) 522-7676	Hope Snively
VA	Ashburn	44075 Pipeline Plaza Suite 205	20147	(703) 724-9948	Stephen Hinkle
VA	Ashburn	21001 Sycolin Road	20147	(703) 722-8688	Dimple Kapoor
VA	Ashland	306 England Street	23005	(804) 798-8593	David Haine
VA	Ashland	106 South James Street	23005	(804) 798-8593	David Haine
VA	Berryville	33 West Main Street	22611	(540) 955-5051	Hope Snively
VA	Burke	9314-A Old Keene Mill Road	22015	(703) 569-3131	Courtney Shay
VA	Carrollton	13478 Carrollton Boulevard	23314	(757) 745-7757	Wade Bellflower
VA	Chantilly	25055 Riding Plaza	20152	(703) 957-3384	Dimple Kapoor
VA	Charlottesville	1430 Rolkin Court, Suite 103	22911	(434) 296-2020	Anthony Zarella
VA	Chesapeake	801 Poindexter Street, Suite 115	23324	(757) 545-3930	George Pegram III
VA	Chesapeake	236 Carmichael Way, Suite 318	23322	(755) 255-1330	George Pegram III
VA	Chesapeake	649 Cedar Road	23322	(785) 871-1795	Amber Teten
VA	Chesterfield	9440 Iron Bridge Road	23832	(804) 748-4877	Cristy DeHoff
VA	Fairfax	9600 H. Main Street	22031	(703) 764-3937	Terri Vo
VA	Fairfax	3903 Fair Ridge Drive	22033	(703) 961-9119	Dimple Kapoor
VA	Falls Church	7263-E Arlington Boulevard	22042	(703) 573-1200	Hope Snively
VA	Franklin	108 West Second Avenue	23851	(757) 562-4321	Dylan Belt
VA	Fredericksburg	2101 Carl D. Silver Parkway	22401	(540) 373-3021	Angela Tsai Robson
VA	Glen Allen	10208 Staples Mill Rd.	23060	(804) 756-2020	Adam Melton
VA	Hampton	1134 Big Bethel Road	23666	(757) 827-6612	Lisa Wallace-Davis
VA	Hampton	1074 West Mercury Boulevard	23666	(757) 850-1640	Wade Bellflower
VA	Harrisonburg	1790 East Market Street, Suite 92	22801	(540) 434-3937	Diane Cowger
VA	Haymarket	5511 Merchants View Square	20169	(703) 659-4430	Dimple Kapoor
VA	Henrico	7660 East Parham Road, MOB I	23294	(804) 798-8593	David Haine
VA	Herndon	709 Pine Street	20170	(703) 471-7810	Thomas Finley
VA	Lorton	9000 Lorton Station Boulevard	22079	(703) 293-5222	Laura Frederick
VA	Luray	30 Cottage Drive	22835	(540) 743-5670	Chris Deibert
VA	Midlothian	1306 Alverser Plaza	23113	(804) 379-1872	Jenny Alsop
VA	Midlothian	13630 Hull Street Road	23112	(804) 457-8453	Joseph Sciullo
VA	New Kent	11847 Aspengraf Lane, Suite A	23124	(804) 932-6225	Andrew Ambrose
VA	Newport News	11045 Warwick Boulevard	23601	(757) 596-4018	Kim-chi Pham
VA	Norfolk	1900 Colley Avenue	23517	(757) 622-5595	George Pegram III
VA	Portsmouth	5589 Portsmouth Boulevard	23701	(757) 393-2797	Kristina Ramsey
VA	Powhatan	1660 Anderson Highway	23139	(804) 897-3334	Eric Nilsen
VA	Reston	1800 Michael Faraday Drive, Suite 104	20190	(703) 537-8157	Sheebani Bathija Grewal
VA	Reston	11656 Plaza America Drive	20190	(703) 467-9080	Hope Snively
VA	Richmond	601 North Courthouse Road	23236	(804) 858-2020	Eric Nilsen
VA	Suffolk	2401 Godwin Blvd.	23434	(757) 935-1500	Jennifer Lane
VA	Vienna	120 Beulah Road	22180	` '	
				(703) 938-7633	C. Richard Snively
VA	Virginia Beach	345 Edwin Drive	23462	(757) 497-5555	Kenneth Lebow
VA	Virginia Beach	4554 Virginia Beach Boulevard, Suite 660	23462	(757) 497-1724	J. Michael Weil
VA	Virginia Beach	1975 Glenn Mitchell Drive, Suite 104	23456	(757) 368-3937	Rahim Kanji
VA	Yorktown	3630 George Washington Memorial Hwy	23693	(757) 890-2020	Peter Guhl
VT	Burlington	30 Main Street	05401	(802) 658-7610	J Allen Puma
VT	Burlington	230 College Street	05401	(802) 658-3330	Jon Eriksson

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
VT	Essex Junction	77 Pearl Street, Suite B	05452	(802) 878-5509	Jon Eriksson
VT	Montpelier	81 River Street	05602	(802) 223-3761	Todd Page
VT	Morrisville	439 Washington Highway	05661	(802) 888-3089	Francis Pinard
VT	Newport	124 East Main Street, Suite 1	05855	(802) 334-2772	Francis Pinard
VT	Rutland	69 Allen Street	05701	(802) 773-0634	Richard Del Bianco
VT	White River Junction	587 Hartford Avenue	05001	(802) 295-4887	Eugene Bernal
WA	Aberdeen	500 West Market Street	98520	(360) 532-3611	Gregory Bogdanovich
WA	Arlington	17432 Smokey Point Boulevard, Suite 102	98223	(360) 653-3305	Philip Williams
WA	Battle Ground	101 NW 12th Ave # 101	98604	(360) 687-0755	Kevin Watters
WA	Belfair	23160 NE State Route 3	98528	(360) 275-2020	Michael McKinney
WA	Bellevue	2020 116th Avenue NE	98004	(425) 453-2020	Rick McManus
WA	Bellevue	225 106th Avenue NE	98004	(425) 454-2028	David Kading
WA	Bellingham	410 West Bakerview Road	98226	(360) 392-8306	Darlene Anker
WA	Bellingham	1633 Birchwood Avenue	98226	(360) 526-0075	Spencer Young
WA	Bellingham	302 36th Street	98225	(206) 941-0401	Bryan Redick
WA	Bonney Lake	20069 State Route 410 E	98391	(253) 793-1588	Gurpinderjeet Kaur
WA	Bothell	18209 Bothell Way NE	98011	(425) 486-2121	Wendy Lim
WA	Bremerton	2816 Wheaton Way	98310	(360) 479-2020	Michael McKinney
WA	Burien	401 SW 153rd Street, Suite A	98166	(206) 244-1780	Cathy Giese
WA	Camas	225 NE 4th Ave.	98070	(360) 834-2063	Robert Nicacio
WA	Cle Elum	112 East 2nd Street	98922	(509) 925-9873	Sarah Storrs
	Colville	102 South Oak Street			
WA			99114	(509) 684-5278	Michael Fenno
WA	Covington	17224 SE 272nd Street	98042	(253) 528-3939	Grady Hollenbeck
WA	Davenport	506 8th Street	99122	(509) 725-2000	Stacie Nichols
WA	Deer Park	26 West H Street	99006	(509) 276-6932	Michael DeRosier
WA	Eastsound	1286-B Mt. Baker Road, Suite 106	98245	(360) 376-5310	Chris White
WA	Ellensburg	707 North Pearl Street	98926	(509) 925-9873	Sarah Storrs
WA	Enumclaw	2823 Griffith Avenue	98022	(360) 825-1614	Mark Seaburg
WA	Enumclaw	2726 Griffin Avenue, Suite B	98022	(360) 825-3000	Paul Shepherd
WA	Ephrata	1070 Basin St. SW, Suite F	98823	(509) 754-6131	George Sisson
WA	Everett	10101 19th Avenue SE, Suite B	98208	(425) 338-5400	Lynette Sundholm
WA	Federal Way	28815 Pacific Highway South, #2	98003	(253) 941-7074	Duane Jackson
WA	Friday Harbor	425 Caines Street	98250	(360) 378-3553	Chris White
WA	Gig Harbor	3220 Uddenberg Lane, Suite #5	98335	(253) 851-2020	Stacy Tovarek
WA	Gig Harbor	4949 Borgen Blvd, Suite 107	98332	(253) 313-5652	David Shin
WA	Ilwaco	167 1st Avenue North	98624	(360) 642-5501	Jeff Nevitt
WA	Issaquah	450 NW Gilman Boulevard	98027	(425) 392-8756	Stephan Cassidy
WA	Kelso	209 West Main Street	98626	(360) 414-8000	Edward Laulainen
WA	Kennewick	8127 West Grandridge Boulevard, Suite 110	99336	(509) 783-8383	Aaron Banta
WA	Kent	25022 104th Avenue SE, Suite D	98030	(253) 859-1911	Robert Neal
WA	Kent	19400 108th Avenue SE	98031	(253) 852-2120	Kurt Hofeldt
WA	Kirkland	11830 NE 128th Street	98034	(425) 821-8900	David Kading
WA	Lacey	2539 Marvin Road NE	98516	(360) 459-3333	Aron Piranio
WA	Leavenworth	1133 Highway 2	98826	(509) 548-7379	Jason Barnes
WA	Liberty Lake	22011 East Country Vista Drive	99019	(509) 893-7574	Bret Ulrich
WA	Lynnwood	2502 196th St. SW, Suite 114	98036	(425) 771-2662	Andrea Mckinney
WA	Maple Valley	26615 Maple Valley Black Diamond Rd S.E.	98038	(425) 413-8787	Robert Neal
WA	Marysville	1098 Alder Avenue	98270	(360) 659-6255	Jessie Liu
WA	Mount Vernon	1616 North 18th St., Suite 104	98273	(360) 424-4181	Tod Jones
WA	Mount Vernon	1203 East Division Street	98274	(360) 336-5734	Casey Andrus
WA	Newport	205 South Washington Avenue	99156	(509) 447-2945	Kyle Crance
WA	Olympia	319 7th Avenue SE, Suite 101	98501	(360) 357-2544	Van Ly
WA	Port Hadlock	150 Chimacum Road	98339	(360) 385-1093	David Schores
WA	Pullman	238 East Main Street	99163	(509) 334-1131	James DeVleming
WA	Puyallup	113 West Pioneer Avenue	98371	(253) 845-8215	Michael Noble
			98577	` '	Jeff Nevitt
WA	Raymond	500 Willapa Place		(360) 942-5501	
WA	Renton	112 Pelly Avenue North	98057	(425) 255-2020	Paul Jensen
WA	Renton	5335 NE 4th Street	98059 98057	(425) 282-5475 (425) 226-3444	Jane Gan Gurpinderjeet Kaur

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
WA	Richland	1321 Aaron Drive	99352	(509) 943-3171	Trent Thompson
WA	Seattle	301 East Pike Street	98122	(206) 464-0472	Mike Matsunami
WA	Seattle	9706 4th Avenue NE, Suite 100	98115	(206) 527-2987	Michael Samek
WA	Seattle	100 4th Avenue N., Suite 145	98109	(206) 728-7505	Christopher Clark
WA	Seattle	1911 4th Avenue	98101	(206) 622-4828	David Kading
WA	Seattle	6239 Woodlawn Avenue North	98103	(206) 588-2814	Leslie Craddock
WA	Seattle	2914 East Madison Street	98112	(206) 333-0564	Jason Sifrit
WA	Spokane	521 West Garland Avenue	99205	(509) 327-9505	Brett Hagen
WA	Spokane	12121 East Broadway Avenue	99206	(509) 928-1212	Melissa Barnhart
WA	Spokane	412 East 30th Avenue	99203	(509) 448-7300	Heavin Maier
WA	Spokane	12 East Rowan Avenue	99207	(509) 487-0600	Melissa Barnhart
WA	Tacoma	223 140th Street South	98444	(253) 537-7544	Paul Williams
WA	Tacoma	2913 South 38th Street	98409	(253) 473-1050	Barry Huse
WA	Tacoma	6004 North Westgate Boulevard, Ste 180	98406	(253) 220-2563	George Meers
WA	Tukwila	6720 Fort Dent Way	98188	(253) 852-2120	Kurt Hofeldt
WA	Tukwila	407 Baker Boulevard	98188	(206) 246-5430	Michael Noble
WA	University Place	8204 27th Street West	98466	(253) 564-9262	David Hays
WA	University Place	5016 Bridgeport Way West	98467	(253) 472-1188	Michael Noble
WA	Vancouver	14201 NE 20 Avenue, Suite A102	98686	(360) 574-6030	Benjamin Waldo
WA	Vancouver	912 Main Street	98660	(360) 694-6541	Linda Medeski-Nicacio
WA	Vancouver	1319 NE 134th Street, Suite 107	98685	` ′	Suzanne Zamberlan
		8400 NE Vancouver Mall Loop		(360) 573-3937	Judy Chan
WA	Vancouver	1	98662	(360) 254-5855	7
WA	Walla Walla	614 East Alder Street, Suite 1	99362	(509) 527-3937	Harry Wiessner
WA	Walla Walla	614 East Alder Street	99362	(509) 527-3937	Daniel Wiessner
WA	Walla Walla	614 East Alder St., Suite 1	99362	(509) 527-3937	Eric Wiessner
WA	Walla Walla	614 East Alder Street	99362	(509) 520-5727	Rosanne Schneller
WA	Wenatchee	1190 5th Street	98801	(509) 662-9671	Jason Barnes
WA	Woodinville	17601 140th Avenue NE, Suite 200	98072	(425) 483-8000	Kim Eng
WA	Yakima	1211 South 40th Avenue	98908	(509) 966-2966	Aaron Anderson
WA	Yelm	207 Yelm Avenue West	98597	(360) 458-2088	David Hays
WI	Algoma	1021 Jefferson Street	54201	(920) 487-2020	Susan Gorz
WI	Antigo	714 3rd Avenue	54409	(715) 623-2180	Richard Kjome
WI	Antigo	810 5th Avenue	54409	(715) 623-3620	Thomas Peterson
WI	Appleton	1225 West Northland Ave.	54914	(920) 731-2020	Bradley Jorgensen
WI	Barron	341 E. La Salle Avenue	54812	(715) 637-2020	Dean Springer
WI	Black Creek	413 South Main Street	54106	(920) 984-3937	Charles Burgess
WI	Black River Falls	2 East Main Street	54615	(715) 284-4876	Gregory Foster
WI	Bloomer	1402 Main Street	54724	(715) 568-1373	Karen Herman
WI	Brillion	950 West Ryan Street	54110	(920) 756-2020	Charles Burgess
WI	Brookfield	12750 West Capitol Drive	53005	(262) 781-2020	Randall Melchert
WI	Brookfield	13965 West Burleigh Road	53005	(226) 505-5440	Bryan Bell
WI	Cameron	2044 15th Avenue	54822	(715) 458-3937	Georgeann Wade
WI	Chetek	712 Second Street	54728	(715) 924-3660	Karen Herman
WI	Chilton	19 West Main Street	53014	(920) 849-4291	Gary Burkhardt
WI	Chilton	17 East Main Street	53014	(920) 849-4642	Cheryl Roers
WI	Chippewa Falls	113 North Bridge Street	54729	(715) 723-9187	Carolyn Kolb
WI	Chippewa Falls	509 East South Avenue	54729	(715) 726-9077	Ryan Beloungy
WI	Clear Lake	370 Third Ave.	54005	(715) 263-2600	James Kivlin
WI	Clintonville	136 South Main Street	54929	(715) 823-2020	Thomas Peterson
WI	Cottage Grove	427 West Cottage Grove Road	53527	(608) 839-0980	David Nelson
WI	DeForest	101 South Main Street	53532	(608) 846-5625	Trixie Eakin
WI	Durand	100 East Main Street	54736	(715) 672-8981	Tony Morris
WI	East Troy	3278 West Main Street	53120	(262) 642-9719	Gerald Koskinen
WI	Fond Du Lac	110 East Division Street	54935	(920) 922-5430	J. Brian Conran
WI	Grafton	1106 Washington Street	53024	(262) 375-0220	Cheryl Roers
WI	Green Bay	3237 Riverside Drive, Suite A	54301	(920) 336-2020	Ann Meier Carli
WI	Greenfield	3670 South 108th Street	53228	(414) 453-1010	Marcus Neitzke
WI	Hartland	520 Hartbrook Drive	53029	(262) 367-6610	Amber Dentz
VV I	1141114114	15569 Railroad Street	54843	(715) 634-8616	Mikeal Ostrander

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
WI	Janesville	1205 Suffolk Drive	53546	(608) 754-3379	Tucker Webb
WI	Kenosha	6300 76th Street	53142	(262) 654-6005	Benjamin Emer
WI	Kenosha	3612 Roosevelt Road	53142	(262) 652-1689	Benjamin Emer
WI	Kewaunee	1217 Ellis Street	54216	(920) 388-2020	John Gorz
WI	Kiel	500 Fremont Street	53042	(262) 375-0220	Cheryl Roers
WI	Kimberly	919 West Kennedy Avenue, Suite A	54136	(920) 733-0919	Joseph Stradel
WI	La Crosse	3424 Mormon Coulee Road	54601	(608) 788-4300	Ann Wonderling
WI	Madison	6012 Gemini Drive	53718	(608) 249-5548	Colin Connors
WI	Madison	425 West Washington Avenue	53703	(608) 256-4750	Colin Connors
WI	Madison	6635 McKee Road	53719	(608) 299-9777	Jingping Xu
WI	Madison	2000 Atwood Avenue	53704	(608) 575-0749	Tessa Sokol
WI	Menasha	1255 Appleton Road	54952	(920) 722-6872	Charles Burgess
WI	Menomonie	2303 Schneider Ave. SE	54751	` ′	James Kivlin
	Middleton			(715) 235-3838	Colin Connors
WI		7601 University Avenue	53562	(608) 831-3366	
WI	Milwaukee Mondovi	2160 South Kinnickinnic Avenue	53207	(111) 111-1111	Vaugn Schneider
WI		123 South Eau Claire Street	54755	(715) 926-4273	Tony Morris
WI	Monona	700 River Place Drive	53716	(608) 223-0202	Callie Enyart
WI	Neillsville	446 Court Street	54456	(715) 743-3126	Gregory Foster
WI	Nekoosa	404 Market Street	54457	(715) 886-4731	Peter Kolar
WI	New Holstein	1405 Milwaukee Drive	53061	(920) 898-5531	Cheryl Roers
WI	Oconomowoc	608 Summit Avenue	53066	(262) 567-6565	Dana McGuire
WI	Oregon	185 West Netherwood	53575	(608) 835-3579	Callie Enyart
WI	Phillips	104A N. Argyle Ave.	54555	(715) 339-2040	Jessica Stromberg
WI	Pittsville	8243 Jackson Street	54466	(715) 884-2030	Peter Kolar
WI	Portage	304 West Cook Street	53901	(608) 742-7133	Tucker Webb
WI	Prescott	1435 N. Acres Road #700	54021	(715) 262-1020	Jeffrey Bieter
WI	Reedsburg	251 2nd Street	53959	(608) 524-4334	David May
WI	Rice Lake	2900 South Wisconsin Avenue	54868	(715) 234-2787	Todd Swanson
WI	Shawano	150A County Road B	54166	(715) 526-3163	Thomas Peterson
WI	Sheboygan	3144 Wilgus Avenue	53081	(920) 457-2015	Cheryl Roers
WI	Stoughton	105 Kings Lynn Rd	53589	(608) 873-2020	Brady Haferman
WI	Stoughton	2300 US Hwy 51 & 138	53589	(608) 205-6810	Shelly Skjolaas
WI	Sturgeon Bay	165 North 3rd Avenue	54235	(920) 743-2020	Eric Paulsen
WI	Sun Prairie	1455 West Main Street	53590	(608) 825-2020	Jeffrey Clements
WI	Sun Prairie	2808 Prairie Lakes Drive	53550	(608) 825-2020	Jeffrey Clements
WI	Thorp	201 East Hill Street	54771	(715) 669-5631	Ryan Beloungy
WI	Tomah	1825 North Superior Avenue	54660	(608) 372-4664	Ann Wonderling
WI	Tomahawk	82 Hometown Drive	54487	(715) 453-3636	Jessica Stromberg
WI	Turtle Lake	231 US Highway 8 63	54889	(715) 986-4448	Dean Springer
WI	Waukesha	0 1		` /	Marcus Neitzke
		3228 Turnberry Oak Drive	53188	(262) 542-7113	
WI	Waunakee	330 North Century Avenue	53597	(608) 849-3937	David May
WI	Wisconsin Rapids	1730 7th Street South	54494	(715) 423-5353	Michael Downs
WV	Beckley	1928 Harper Rd.	25801	(304) 252-1299	David Holliday
WV	Bridgeport	107 Doctors Drive	26330	(304) 842-6226	John Barnes
WV	Charleston	4202 MacCorkle Avenue	25304	(304) 925-4761	Alan Rada
WV	Charleston	3840 Pennsylvania Avenue	25302	(304) 342-0660	Jeffrey Whittington
WV	Glen Dale	1589 Wheeling Avenue	26038	(304) 845-2480	Patricia Wylie
WV	Huntington	919 5th Avenue, Suite 100	25701	(304) 523-4819	William Ratcliff
WV	Hurricane	3709 Teays Valley Road	25526	(304) 757-2533	James Herman
WV	Madison	300 Madison Avenue	25130	(304) 369-0632	Donna Chaney-sayre
WV	Morgantown	1257 Pineview Drive	26505	(304) 599-7034	Richard Goellner
WV	New Martinsville	297 North State Route 2	26155	(304) 455-5861	James Campbell
WV	Petersburg	28 Virginia Ave	26847	(681) 892-0393	Cheryl Bennett
WV	Ranson	805 North Mildred Street	25438	(304) 725-2020	Richard Rebuck
WV	Ravenswood	706 Washington Street	26164	(304) 273-2020	Jesse Mize
WV	St. Albans	907 6th Avenue	25177	(304) 727-5237	Nathaniel Stevens
WV	St. Marys	214 Washington Street	26170	(304) 684-2491	Larry W. Carr
WV	Williamson	126 West Second Avenue	25661	(304) 235-2020	Steven Wilson
	Afton	50 East 4th Avenue	83110	(307) 885-3975	Jenning Voss

Office State	Office City	Office Address	Office Zip	Office Phone	Office Owner
WY	Alpine	168 US-89	83118	(307) 885-3975	Jenning Voss
WY	Casper	1328 East 12th Street	82601	(307) 237-8713	Mike Harris
WY	Cheyenne	2029 Bluegrass Circle	82009	(307) 638-2020	David Eldred
WY	Cody	620 19th Street	82414	(307) 587-4206	Jonathan Hartley
WY	Evanston	720 6th Street	82930	(307) 789-1500	David Russell
WY	Gillette	609 Four J Court	82716	(307) 682-2020	Joseph Maycock
WY	Jackson	110 Buffalo Way, Suite A	83002	(307) 733-4905	Chad Roberts
WY	Kemmerer	816 Klondyke Street	83101	(307) 877-9250	David Russell
WY	Lander	556 Main Street	82520	(307) 332-2020	Mikel Weideman
WY	Laramie	418 S. 5th St.	82070	(307) 745-8554	Brian Pieper
WY	Rock Springs	1151 Gateway Boulevard	82901	(307) 382-3753	Coby Ramsey
WY	Sheridan	116 South Main Street	82801	(307) 675-2020	Sam Hoffmann
WY	Thermopolis	420 Arapahoe Street	82443	(307) 864-2324	Dana McDermott
WY	Torrington	1418 East M Street	82240	(307) 532-4114	Grant Jones
WY	Wheatland	404 9th Street	82201	(307) 322-9747	Jaime Hazen
WY	Worland	610 South 12th Street	82401	(307) 347-4151	Kirby T. Treat

#### EXHIBIT "I"

# LIST OF VISION SOURCE FRANCHISEES THAT LEFT THE NETWORK DURING 2021

This Exhibit lists the name and last known home address and telephone number of every franchisee who has had an outlet Terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during calendar year 2021.

### **ARKANSAS**

Julie Dolven	Vision Source - Little Rock	August, 2021 - Franchise Not
(Home Address Unknown)	17711 Chenal Pkwy, Ste I 117	Renewed
(Home Phone Unknown)	Little Rock, AR 72223	
	(501) 687-0826	

#### **ARIZONA**

Jacqueline Lucas (Home Address Unknown) (Home Phone Unknown)	Vision Source - Chandler 2350 W. Ray Rd., Suite 1 Chandler, AZ 85224 (480) 963-9287	May, 2021 - Franchise Not Renewed
Curtis Dechant Amy Fuhr-Dechant (Home Address Unknown) (Home Phone Unknown)	Vision Source - Tucson 7475 East Tanque Verde Road Tucson, AZ 85715 (520) 663-5393	December, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source

### **CALIFORNIA**

James Weitkamp (Home Address Unknown) (Home Phone Unknown)	Vision Source - Arroyo Grande 260 S. Halcyon Road Arroyo Grande, CA 93420 (805) 489-8410	June, 2021 - Franchise Not Renewed
Jeffrey Allgeier (Home Address Unknown) (Home Phone Unknown)	Vision Source - Auburn 3133 Professional Drive, Ste 14 Auburn, CA 95603 (530) 888-0670	December, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
James Almaraz (Home Address Unknown) (Home Phone Unknown)	Vision Source - Big Bear Lake 41340 Big Bear Blvd. Big Bear Lake, CA 92315 (909) 866-5701	July, 2021 - Franchise Not Renewed
Khanh Tran (Home Address Unknown) (Home Phone Unknown)	Vision Source - Buena Park 6850 Lincoln Avenue, Suite 204 Buena Park, CA 90620 (713) 927-5192	May, 2021 - Franchise Not Renewed
Marty Schneider (Home Address Unknown) (Home Phone Unknown)	Vision Source - Camarillo 2380 E. Las Posas Road, Ste C Camarillo, CA 93010 (805) 987-2400	November, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source

John Larcabal (Home Address Unknown) (Home Phone Unknown)	Vision Source - Chino 12530 10th Street Chino, CA 91710 (909) 627-7518	February, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Peter Visendi (Home Address Unknown) (Home Phone Unknown)	Vision Source - Danville 3464 Camino Tassajara Danville, CA 94506 (925) 736-4911	May, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
John Arteaga (Home Address Unknown) (Home Phone Unknown)	Vision Source - Fresno 4041 North Fresno St., Ste. 102 Fresno, CA 93726 (559) 227-7512	September, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Russell Cotteral (Home Address Unknown) (Home Phone Unknown)	Vision Source - Kensington 396 Colusa Avenue Kensington, CA 94707 (510) 527-1714	December, 2021 - Franchise Office Closed
Gregory Kame (Home Address Unknown) (Home Phone Unknown)	Vision Source - Los Angeles 334-B East 2nd St. Los Angeles, CA 90012 (213) 628-7419	November, 2021 - Franchise Office Closed
Frederick Stellhorn (Home Address Unknown) (Home Phone Unknown)	Vision Source - Manteca 140 N. Fremont St., Suite A Manteca, CA 95336 (209) 823-3151	June, 2021 - 18-Month Opt Out
Nicholas Green (Home Address Unknown) (Home Phone Unknown)	Vision Source - Mission Viejo 27725 Santa Margarita Parkway, Suite 131 Mission Viejo, CA 92691 (949) 770-8505	December, 2021 - Franchise Office Closed
Michele Atiz (Home Address Unknown) (Home Phone Unknown)	Vision Source - Pomona 1035 South Garvey Avenue Pomona, CA 91766 (909) 623-6766	November, 2021 - Franchise Office Closed
Dennis Ratinoff Manjeet Mann (Home Address Unknown) (Home Phone Unknown)	Vision Source - Redwood Shores 303 Twin Dolphin Dr., Ste 122 Redwood Shores, CA 94065 (650) 551-9111	July, 2021 - Franchise Not Renewed
Meredith Walton (Home Address Unknown) (Home Phone Unknown)	Vision Source - San Diego 3404 Adams Avenue San Diego, CA 92116 (619) 431-5393	January, 2021 - Franchise Not Renewed
Paige Tang (Home Address Unknown) (Home Phone Unknown)	Vision Source - Saratoga 14567 Big Basin Way, Unit D1 Saratoga, CA 95070 (408) 679-5399	December, 2021 - 18-Month Opt Out

## COLORADO

Mark Maybury (Home Address Unknown) (Home Phone Unknown)	Vision Source - Aurora 6750 South Cornerstar Way Aurora, CO 80016 (303) 693-1853	June, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Ted Archdale (Home Address Unknown) (Home Phone Unknown)	Vision Source - Colorado Springs 1541 S. 8th Street Colorado Springs, CO 80905 (719) 577-4400	February, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Ted Archdale (Home Address Unknown) (Home Phone Unknown)	Vision Source - Colorado Springs 7095 Lexington Drive Colorado Springs, CO 80918 (719) 638-4010	February, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Larry Sumner (Home Address Unknown) (Home Phone Unknown)	Vision Source - Denver 3400 East Bayaud Avenue, Suite 485 Denver, CO 80209 (303) 321-1606	August, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Marcia Stauter (Home Address Unknown) (Home Phone Unknown)	Vision Source - Greeley 3545 West 12th Street, Suite 101 Greeley, CO 80634 (970) 352-4200	July, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Monique Mikula (Home Address Unknown) (Home Phone Unknown)	Vision Source - Greeley 3545 West 12th St, Ste 101 Greeley, CO 80634 (970) 356-9741	September, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Brent Phinney (Home Address Unknown) (Home Phone Unknown)	Vision Source - Windsor 515 Main Street Windsor, CO 80550 (970) 460-0154	August, 2021 - Franchise Not Renewed
	<u>Connecticut</u>	
Susan Devine (Home Address Unknown) (Home Phone Unknown)	Vision Source - Enfield 1654 King Street, Ste. 6 Enfield, CT 6082 (860) 265-8848	October, 2021 - VS Term
	<u>Delaware</u>	
Vincent Lobo (Home Address Unknown) (Home Phone Unknown)	Vision Source - Harrington 203-205 Shaw Avenue Harrington, DE 19952 (302) 398-8704	December, 2021 - Franchise Office Closed

# FLORIDIA

Tad Kosanovich (Home Address Unknown) (Home Phone Unknown)	Vision Source - Engelwood 150 South Indiana Avenue Engelwood, FL 34223 (941) 473-1392	January, 2021 - Franchise Not Renewed
Russell Stackhouse (Home Address Unknown) (Home Phone Unknown)	Vision Source - Fernandina Beach 6 South 14th Street Fernandina Beach, FL 32034 (904) 261-5741	July, 2021 - Franchise Not Renewed
Terry Tucker (Home Address Unknown) (Home Phone Unknown)	Vision Source - Ft. Myers 88 Pine Island Road, Unit 3 Ft. Myers, FL 33903 (239) 656-1778	May, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Bradley Middaugh (Home Address Unknown) (Home Phone Unknown)	Vision Source - Ft. Myers 1537 Brandtley Road, Unit A-2 Ft. Myers, FL 33907	June, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Sharon Streeter Thomas Streeter (Home Address Unknown) (Home Phone Unknown)	(239) 481-7799 Vision Source - Ft. Walton Beach 36 Eglin Parkway NE Ft. Walton Beach, FL 32548 (850) 243-3111	August, 2021 - 18-Month Opt Out
Ly Nguyen (Home Address Unknown) (Home Phone Unknown)	Vision Source - Kissimmee 1121 Miranda Lane Kissimmee, FL 34741 (407) 530-5977	October, 2021 - Franchise Not Renewed
Sharon Streeter Thomas Streeter (Home Address Unknown) (Home Phone Unknown)	Vision Source - Niceville 1103 East John Sims Parkway Niceville, FL 32578 (850) 279-4361	August, 2021 - 18-Month Opt Out
Karen Wolf Gilbert Houston (Home Address Unknown) (Home Phone Unknown)	Vision Source - Ponte Vedra Beach 150 Professional Drive, Ste 300 Ponte Vedra Beach, FL 32082 (904) 285-8448	March, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Ly Nguyen (Home Address Unknown) (Home Phone Unknown)	Vision Source - St. Cloud 4589 H C Yates Lane St. Cloud, FL 34769 (407) 891-2010	October, 2021 - Franchise Not Renewed
Matthew Helsing (Home Address Unknown) (Home Phone Unknown)	Vision Source - Tampa 1108 South Dale Mabry Hwy Tampa, FL 3629 (813) 286-0433	April, 2021 - Franchise Not Renewed

## **GEORGIA**

John Miller (Home Address Unknown) (Home Phone Unknown)	Vision Source - Marietta 4343 Shallowford Road, Building F, Suite 1 Marietta, GA 30062 (770) 640-7800	January, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
	<b>HAWAII</b>	
Grant Miyashiro (Home Address Unknown) (Home Phone Unknown)	Vision Source - Hilo 34 West Kawailani Street Hilo, HI 96720 (808) 935-8887	April, 2021 - Franchise Not Renewed
	<u>Iowa</u>	
Jane Snodgrass (Home Address Unknown) (Home Phone Unknown)	Vision Source - Clive 1250 NW 128th Street, Ste 150 Clive, IA 50325 (515) 223-9595	December, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Cassandra Martinson (Home Address Unknown) (Home Phone Unknown)	Vision Source - Panora 102 East Main St Panora, IA 50216 (641) 755-3699	October, 2021 - Franchise Not Renewed
Cassandra Martinson (Home Address Unknown) (Home Phone Unknown)	Vision Source - Perry 1313 2nd St Perry, IA 50220 (515) 465-4203	October, 2021 - Franchise Not Renewed
Cassandra Martinson (Home Address Unknown) (Home Phone Unknown)	Vision Source - Perry 1326 2nd St Perry, IA 50220 (515) 465-3556	October, 2021 - All-In-All-Out
Cassandra Martinson (Home Address Unknown) (Home Phone Unknown)	Vision Source - Stuart 303 Southwest 7th St Stuart, IA 50250 (515) 523-1300	October, 2021 - Franchise Not Renewed
	ILLINOIS	
Scott Pouyat (Home Address Unknown) (Home Phone Unknown)	Vision Source - Antioch 735 Main Street Antioch, IL 60002 (847) 395-8805	February, 2021 - Franchise Not Renewed
Michelle Aung-Kunimura (Home Address Unknown) (Home Phone Unknown)	Vision Source - Auroa 2003 Montgomery Rd., Ste 104 Auroa, IL 60504 (630) 425-8221	February, 2021 - 18-Month Opt Out

Jonathan Micetich (Home Address Unknown) (Home Phone Unknown)	Vision Source - Braidwood 232 Comet Dr Braidwood, IL 60408 (618) 458-2338	September, 2021 - Franchise Office Closed
Andrea Stein (Home Address Unknown) (Home Phone Unknown)	Vision Source - Chicago 4735 North Damen Avenue Chicago, IL 60625 (773) 961-8700	November, 2021 - VS Term
Jonathan Micetich (Home Address Unknown) (Home Phone Unknown)	Vision Source - Coal City 20 East North St Coal City, IL 60416 (815) 634-4825	September, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Janet Tseng (Home Address Unknown) (Home Phone Unknown)	Vision Source - Des Plaines 1522 Market Street Des Plaines, IL 60016 (847) 391-6988	August, 2021 - 18-Month Opt Out
Scott Pouyat (Home Address Unknown) (Home Phone Unknown)	Vision Source - Grayslake 661 North Lake Street Grayslake, IL 60030 (847) 223-7600	February, 2021 - Franchise Not Renewed
Brent Gandolfi Jeffrey Swafford (Home Address Unknown) (Home Phone Unknown)	Vision Source - Gurnee 1475 Dilleys Road Gurnee, IL 60031 (847) 856-3939	July, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Scott Pouyat (Home Address Unknown) (Home Phone Unknown)	Vision Source - Lake Zurich 53 North Rand Road Lake Zurich, IL 60047 (847) 550-5228	February, 2021 - Franchise Not Renewed
John Lehr (Home Address Unknown) (Home Phone Unknown)	Vision Source - Naperville 1852 Bay Scott Circle, Suite 112 Naperville, IL 60540 (630) 355-1531	January, 2021 - 18-Month Opt Out
John Engstrom (Home Address Unknown) (Home Phone Unknown)	Vision Source - Rolling Meadows 3487 Kirchoff Road Rolling Meadows, IL 60008 (847) 255-6075	February, 2021 - Franchise Office Closed
	<u>Indiana</u>	
Kelly Dice (Home Address Unknown) (Home Phone Unknown)	Vision Source - Clarkville 207 East Lewis and Clark Pkwy Clarkville, IN 47129 (812) 945-2573	October, 2021 - Franchise Not Renewed
Lori Obenaug (Home Address Unknown) (Home Phone Unknown)	Vision Source - Fishers 9760 Lantern Road Fishers, IN 6037 (317) 577-9200	April, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source

Shawn Sigler Vision Source - Fishers June, 2021 - Franchise Not (Home Address Unknown) 9536 East 126th Street Renewed (Home Phone Unknown) Fishers, IN 46038 (317) 578-2020 Dolores Holland Vision Source - Indianapolis February, 2021 - Franchise Not (Home Address Unknown) 9745 Fall Creek Road, Suite 400 Renewed (Home Phone Unknown) Indianapolis, IN 46256 (317) 578-0202 Matthew Evans Vision Source - Lafayette December, 2021 - Franchise Christine Finney 3652 Rome Drive Office Closed (Home Address Unknown) Lafavette, IN 47905 (Home Phone Unknown) (765) 447-3153 Candice Olund Vision Source - New Albany June, 2021 - Franchise Not (Home Address Unknown) 5120 Charlestown Road, Suite 4 Renewed (Home Phone Unknown) New Albany, IN 47150 (812) 944-9944 John Michael Frische Vision Source - Seymour November, 2021 - Franchise (Home Address Unknown) 300 West Second Street Office Sold. New Owner did not (Home Phone Unknown) Seymour, IN 47274 continue with Vision Source (812) 523-6100 **KANSAS** Kevin Crawford Vision Source - Olathe July, 2021 - Franchise Not (Home Address Unknown) 1295 E 151st St, Ste. 3 Renewed (Home Phone Unknown) Olathe, KS 66062 (913) 782-4983 KENTUCKY Mary Anne Belcher Vision Source - Elkhorn City March, 2021 - VS Term (Home Address Unknown) 20 Spring Avenue (Home Phone Unknown) Elkhorn City, KY 41522 (606) 754-5775 Louisiana Vision Source - Winnfield James Walker December, 2021 - Franchise Not (Home Address Unknown) 207 South St John Street Renewed (Home Phone Unknown) Winnfield, LA 71483 (318) 628-7992 MARYLAND Richard Levin Vision Source - Baltimore March, 2021 - Franchise Not 8109 Harford Road Howard Levin Renewed (Home Address Unknown) Baltimore, MD 21234 (Home Phone Unknown) (410) 665-1779 Richard Levin Vision Source - Baltimore March, 2021 - Franchise Not Howard Levin 517 East Belvedere Avenue Renewed (Home Address Unknown) Baltimore, MD 21212 (Home Phone Unknown) (410) 467-7727

Richard Levin Howard Levin (Home Address Unknown) (Home Phone Unknown) Richard Levin Howard Levin (Home Address Unknown)	Vision Source - Bel Air 223 Brierhill Drive Bel Air, MD 21015 (410) 420-3933 Vision Source - Nottingham 4313 Ebenezer Road Nottingham, MD 21236	March, 2021 - Franchise Not Renewed  March, 2021 - Franchise Not Renewed
(Home Phone Unknown) Richard Levin Howard Levin (Home Address Unknown) (Home Phone Unknown)	(410) 529-1950 Vision Source - Resiterstown 106 Chartley Drive Resiterstown, MD 21136 (410) 833-6622	March, 2021 - Franchise Not Renewed
Richard Levin Howard Levin (Home Address Unknown) (Home Phone Unknown)	Vision Source - Westminster 405 North Center St., Ste 24-A Westminster, MD 21157 (410) 857-4333	March, 2021 - Franchise Not Renewed
	MICHIGAN	
Edwin Gay (Home Address Unknown) (Home Phone Unknown)	Vision Source - Commerce Township 2669 Union Lake Rd Commerce Township, MI 48382 (248) 360-4300	November, 2021 - VS Rescission
Melissa David (Home Address Unknown) (Home Phone Unknown)	Vision Source - East Tawas 1704 East Huron Road East Tawas, MI 48730 (989) 362-3478	October, 2021 - VS Term
Greg Popowitz (Home Address Unknown) (Home Phone Unknown)	Vision Source - Lansing 5403 West Saginaw Hwy Lansing, MI 48917 (517) 886-0222	July, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Richard Sims (Home Address Unknown) (Home Phone Unknown)	Vision Source - Mason 1103 South Cedar, Suite 200 Mason, MI 48854 (517) 676-9350	July, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Kevin Fountain (Home Address Unknown) (Home Phone Unknown)	Vision Source - Milan 31 East Main Street Milan, MI 48160 (734) 439-2020	January, 2021 - Franchise Not Renewed
Greg Popowitz (Home Address Unknown) (Home Phone Unknown)	Vision Source - Okemos 2333 Jolly Rd Okemos, MI 48864 (517) 381-2000	July, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source

## **MINNESOTA**

Brian Grudem Kevin Lucas (Home Address Unknown) (Home Phone Unknown)	Vision Source - Blaine 4365 Pheasant Ridge Drive Blaine, MN 55449 (763) 717-9500	April, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Brian Grudem Kevin Lucas (Home Address Unknown) (Home Phone Unknown)	Vision Source - White Bear Lake 4720 White Bear Parkway White Bear Lake, MN 55110 (651) 426-2747	April, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
	<b>MISSOURI</b>	
Marvin, Ashley (Home Address Unknown) (Home Phone Unknown)	Vision Source - Brentwood 1405 South Hyanley Rd., Ste. B Brentwood, MO 4956 (314) 652-3922	October, 2021 - VS Rescission
Gregory Leet Ryne Wood (Home Address Unknown) (Home Phone Unknown)	Vision Source - Cape Girardeau 856 North Kingshighway Cape Girardeau, MO 63701 (573) 334-0828	April, 2021 - Franchise Office Closed
William Lynch, Jr. (Home Address Unknown) (Home Phone Unknown)	Vision Source - Cuba 402 West Washington Blvd. Cuba, MO 65453 (573) 885-2323	December, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Deborah Kerber (Home Address Unknown) (Home Phone Unknown)	Vision Source - Florissant 875 St. Francois St. Florissant, MO 63031 (314) 839-2400	May, 2021 - Franchise Not Renewed
Kevin Gunnerson (Home Address Unknown) (Home Phone Unknown)	Vision Source - Macon 1610 Gary St., Ste. B Macon, MO 63552 (660) 998-1636	October, 2021 - VS Rescission
David Whitson (Home Address Unknown) (Home Phone Unknown)	Vision Source - Moberly 1633 South Morley Street Moberly, MO 65270 (660) 263-4261	May, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
William Lynch, Jr. (Home Address Unknown) (Home Phone Unknown)	Vision Source - St. James 205 State Route B St. James, MO 65559 (573) 265-2020	April, 2021 - Franchise Office Closed
George O'Bryan (Home Address Unknown) (Home Phone Unknown)	Vision Source - St. Joseph 3120 Karnes Rd., Ste. A St. Joseph, MO 64506 (816) 364-5800	October, 2021 - Franchise Not Renewed

#### **NORTH CAROLINA**

Matthew Edwards Vision Source - Ahoskie July, 2021 - Franchise Not (Home Address Unknown) 1488 East Memorial Drive Renewed (Home Phone Unknown) Ahoskie, NC 27910 (252) 332-5618 Vision Source - Andrews December, 2021 - Franchise Not Jeffrey Taylor Lynn Taylor 29 Chestnut Street Renewed (Home Address Unknown) Andrews, NC 28901 (Home Phone Unknown) (828) 321-2020 Jeffrey Taylor Vision Source - Murphy December, 2021 - Franchise Not Lynn Taylor 4295 East US 64 Alt Renewed (Home Address Unknown) Murphy, NC 28906 (Home Phone Unknown) (828) 837-1000 M. Sherill Glover Vision Source - Princeton April, 2021 - Franchise Office Sold. New Owner did not (Home Address Unknown) 110 E. Edwards St. (Home Phone Unknown) continue with Vision Source Princeton, NC 27569 (919) 936-2020 David Bigsby Vision Source - Raleigh January, 2021 - Franchise Office (Home Address Unknown) 2843 Jones Franklin Road Sold. New Owner did not (Home Phone Unknown) Raleigh, NC 27606 continue with Vision Source (919) 851-9966 Anthony Clark Vision Source - Tryon April, 2021 - Franchise Office Chris Glupker 30 New Market Road Closed (Home Address Unknown) Tryon, NC 28782 (Home Phone Unknown) (828) 859-5821 NORTH DAKOTA Jed Hillmer Vision Source - Fargo February, 2021 - Franchise Not (Home Address Unknown) 101 10th Street North, Suite 120 Renewed (Home Phone Unknown) Fargo, ND 58102 (701) 239-9771 Larry Motacek Vision Source - Jamestown May, 2021 - Franchise Not Tammy Mathison 300 2nd Avenue NE Renewed (Home Address Unknown) Jamestown, ND 58401 (Home Phone Unknown) (701) 252-2020 **NEW HAMPSHIRE** Charles LaFreniere Vision Source - Durham August, 2021 - Franchise Office (Home Address Unknown) 13 Jenkins Court Closed (Home Phone Unknown) Durham, NH 3824 (603) 868-2900 Vision Source - Salem November, 2021 - Franchise Beth Kohn (Home Address Unknown) 223 Main Street Not Renewed (Home Phone Unknown) Salem, NH 3079 (603) 893-8628

# New Jersey

Joseph Lebovic  (Home Address Unknown)  (Home Phone Unknown)	Vision Source - Camden 2985 Yorkshire Square, Suite A Camden, NJ 814 (856) 964-2020	August, 2021 - Franchise Office Closed
Tyler Mills Brian Samartino (Home Address Unknown) (Home Phone Unknown)	Vision Source - Collingswood 571 Haddon Ave. Collingswood, NJ 8108 (856) 858-3937	May, 2021 - Franchise Not Renewed
Robin Greenfield  (Home Address Unknown)  (Home Phone Unknown)	Vision Source - Hazlet 226 Middle Road, Suite 8 Hazlet, NJ 7730 (732) 615-9300	March, 2021 - Franchise Not Renewed
Scot J. Ellis (Home Address Unknown) (Home Phone Unknown)	Vision Source - Little Egg Harbor 691 Route 9 South - Millers Mall Unit 4 Little Egg Harbor, NJ 8087 (609) 294-8144	August, 2021 - Franchise Not Renewed
Edward Niemczyk (Home Address Unknown) (Home Phone Unknown)	Vision Source - Monmouth Junction 1 Executive Drive, Suite 201 Monmouth Junction, NJ 8852 (732) 297-7575	November, 2021 - Franchise Not Renewed
Frank D'Orio (Home Address Unknown) (Home Phone Unknown)	Vision Source - Sicklerville 707 Liberty Place Sicklerville, NJ 8081 (856) 875-0022	May, 2021 - Franchise Not Renewed
John Diering Valerie Longo (Home Address Unknown) (Home Phone Unknown)	Vision Source - Turnersville 900 Route 168, Suite E5 Turnersville, NJ 8012 (856) 227-0720	July, 2021 - Franchise Not Renewed
Frank D'Orio (Home Address Unknown) (Home Phone Unknown)	Vision Source - Vineland 206 North Main Road Vineland, NJ 8360 (856) 691-0720	May, 2021 - Franchise Not Renewed
NEW MEXICO		
Shinichi Hamashige (Home Address Unknown) (Home Phone Unknown)	Vision Source - Santa Fe 1645 Galisteo Street Santa Fe, NM 87505 (505) 983-2592	December, 2021 - Franchise Office Closed

# NEW YORK

Jaclyn Benzoni (Home Address Unknown) (Home Phone Unknown)	Vision Source - Babylon 40 East Main Street Babylon, NY 11702 (631) 587-2020	January, 2021 - Franchise Not Renewed
Ronald Reed (Home Address Unknown) (Home Phone Unknown)	Vision Source - Batavia 39 Washington Avenue Batavia, NY 14020 (585) 409-2020	May, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Anuja Joshi (Home Address Unknown) (Home Phone Unknown)	Vision Source - Brewster 20 Milltown Road Brewster, NY 10509 (845) 279-6179	November, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Thomas Kaminska (Home Address Unknown) (Home Phone Unknown)	Vision Source - Cheektowaga 3356 Genesee Street Cheektowaga, NY 14225 (716) 631-2020	August, 2021 - Franchise Office Closed
Laurence Lonky (Home Address Unknown) (Home Phone Unknown)	Vision Source - Cortlandt Manor 2127 Crompond Road, Ste 103 Cortlandt Manor, NY 10567 (914) 737-2020	August, 2021 - 18-Month Opt Out
Rita Ellent (Home Address Unknown) (Home Phone Unknown)	Vision Source - Forest Hills 12 Station Square Forest Hills, NY 11375 (718) 480-1050	October, 2021 - Franchise Not Renewed
Michael Dolan (Home Address Unknown) (Home Phone Unknown)	Vision Source - Geneseo 4384 Lakeville Road Geneseo, NY 14454 (585) 243-2020	July, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Stephen Goodman (Home Address Unknown) (Home Phone Unknown)	Vision Source - Medford 1643 Route 112 Medford, NY 11763 (631) 758-5575	September, 2021 - Franchise Not Renewed
Jaclyn Benzoni (Home Address Unknown) (Home Phone Unknown)	Vision Source - Merrick 2126 Merrick Mall Merrick, NY 11566 (516) 546-3227	January, 2021 - Franchise Not Renewed
Lori Landrio (Home Address Unknown) (Home Phone Unknown)	Vision Source - Merrick 2126 Merrick Avenue Merrick, NY 11566 (516) 546-4800	January, 2021 - Franchise Not Renewed

Francis Trzepkowski (Home Address Unknown) (Home Phone Unknown)	Vision Source - Niagara Falls 7600 3rd Avenue Niagara Falls, NY 14304	November, 2021 - 18-Month Opt Out
Andrew Smith (Home Address Unknown) (Home Phone Unknown)	(716) 298-8182 Vision Source - Penn Yan 163 Main Street Penn Yan, NY 14527 (315) 536-9941	May, 2021 - Franchise Not Renewed
John Kaplow (Home Address Unknown) (Home Phone Unknown)	Vision Source - Rochester 20 Allens Creek Road, Suite 1 Rochester, NY 14618 (585) 461-6225	February, 2021 - Franchise Not Renewed
Joseph DiTota (Home Address Unknown) (Home Phone Unknown)	Vision Source - Syracuse 2810 Court Street Syracuse, NY 13208 (315) 836-3135	July, 2021 - VS Term
	<u>Оню</u>	
Thomas Chester William Wiley (Home Address Unknown) (Home Phone Unknown)	Vision Source - Avon 36505 Detroit Road Avon, OH 44011 (440) 934-5816	September, 2021 - 18-Month Opt Out
Thomas Chester William Wiley (Home Address Unknown) (Home Phone Unknown)	Vision Source - Beachwood 25101 Chargrin Boulevard, Suite 150 Beachwood, OH 44122 (216) 359-1734	September, 2021 - 18-Month Opt Out
Thomas Chester William Wiley (Home Address Unknown) (Home Phone Unknown)	Vision Source - Bedford 320 Broadway Avenue, Suite C Bedford, OH 44146 (440) 439-2700	September, 2021 - 18-Month Opt Out
Thomas Chester William Wiley (Home Address Unknown) (Home Phone Unknown)	Vision Source - Brecksville 7001 South Edgerton Road, Suite B Brecksville, OH 44141 (440) 526-1974	September, 2021 - 18-Month Opt Out
Randy Peters (Home Address Unknown) (Home Phone Unknown)	Vision Source - Bryan 219 South Main Street Bryan, OH 73506 (419) 636-3937	March, 2021 - Franchise Not Renewed
Thomas Chester William Wiley (Home Address Unknown) (Home Phone Unknown)	Vision Source - Cleveland 2740 Carnegie Avenue Cleveland, OH 44115 (216) 621-6132	September, 2021 - 18-Month Opt Out
Bickel, Peter (Home Address Unknown) (Home Phone Unknown)	Vision Source - Columbus 6020 East Main Street Columbus, OH 43213 (614) 575-8020	July, 2021 - Franchise Office Closed

Thomas Chester William Wiley (Home Address Unknown) (Home Phone Unknown)	Vision Source - Elyrin 1180 East Broad Street Elyrin, OH 44035	September, 2021 - 18-Month Opt Out
Thomas Chester William Wiley (Home Address Unknown) (Home Phone Unknown)	(440) 336-6969 Vision Source - Lorain 1710 Cooper Foster Park Road Lorain, OH 44053 (440) 960-2020	September, 2021 - 18-Month Opt Out
Karey Murray (Home Address Unknown) (Home Phone Unknown)	Vision Source - Solon 6175 Som Center Road, Ste 100 Solon, OH 44139 (440) 248-3900	September, 2021 - 18-Month Opt Out
Todd Clark (Home Address Unknown) (Home Phone Unknown)	Vision Source - Westerville 395 North West Street Westerville, OH 43082 (614) 839-2733	February, 2021 - VS Term
Matthew Ingram Mark Ruff (Home Address Unknown) (Home Phone Unknown)	Vision Source - Woodsfield 232 South Main Street Woodsfield, OH 43793 (740) 472-0013	April, 2021 - Franchise Office Closed
	<b>O</b> KLAHOMA	
Tammy Paul (Home Address Unknown) (Home Phone Unknown)	Vision Source - Jenks 317 East Aquarium Place Jenks, OK 74037 (913) 296-4733	April, 2021 - Franchise Not Renewed
James Nelson (Home Address Unknown) (Home Phone Unknown)	Vision Source - Muskogee 3101 Chandler Road, Suite 206 Muskogee, OK 74403 (918) 683-1021	April, 2021 - Franchise Office Closed
	<b>OREGON</b>	
Leslie Elms Logan Mitchell (Home Address Unknown) (Home Phone Unknown)	Vision Source - Baker City 2150 3rd Street Baker City, OR 97814 (541) 523-5858	September, 2021 - Franchise Not Renewed
John Krebsbach (Home Address Unknown) (Home Phone Unknown)	Vision Source - Hillsboro 518 SE Oak Street, Suite 2020 Hillsboro, OR 97123 (503) 648-2020	August, 2021 - Franchise Not Renewed
Rebecca Chown (Home Address Unknown) (Home Phone Unknown)	Vision Source - Hood River 1700 12th Street Hood River, OR 97031 (541) 386-1700	May, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source

Stephen Olsen Vision Source - Lake Oswego September, 2021 - Franchise (Home Address Unknown) Not Renewed 466 2nd St (Home Phone Unknown) Lake Oswego, OR 97034 (503) 636-6900 Jason Oilar Vision Source - Springfield September, 2021 - Franchise (Home Address Unknown) 3783 International Crt., Ste. 100 Not Renewed (Home Phone Unknown) Springfield, OR 97477 (541) 726-5055 PENNSYLVANIA Donna Buraczewski Vision Source - Carbondale November, 2021 - Franchise Office Sold. New Owner did not (Home Address Unknown) 30 North Church Street (Home Phone Unknown) Carbondale, PA 18407 continue with Vision Source (570) 282-4080 Vision Source - Drexel Hill September, 2021 - Franchise Archima Major (Home Address Unknown) Not Renewed 1204 West Township Line Road (Home Phone Unknown) Drexel Hill, PA 19026 (610) 446-3939 Donna Buraczewski Vision Source - Hamlin November, 2021 - Franchise Office Closed (Home Address Unknown) 612 Hamlin Highway (Home Phone Unknown) Hamlin, PA 18427 (570) 689-2720 Heather Miller Vision Source - Hartsville September, 2021 - Franchise (Home Address Unknown) 1230 Old York Road, Suite 102 Not Renewed (Home Phone Unknown) Hartsville, PA 18974 (267) 485-1414 Kara Shirley Vision Source - Kittanning October, 2021 - Franchise Not (Home Address Unknown) 159 Butler Rd., Ste. 2 Renewed (Home Phone Unknown) Kittanning, PA 16201 (724) 545-6688 Paul Suscavage Vision Source - Lansdale January, 2021 - Franchise Office (Home Address Unknown) 850 South Valley Forge Road, Sold. New Owner did not continue with Vision Source (Home Phone Unknown) Suite 12 Lansdale, PA 19446 (215) 368-4660 William Orren Vision Source - Northumberland May, 2021 - Franchise Office (Home Address Unknown) Sold. New Owner did not 90 Oueen Street (Home Phone Unknown) Northumberland, PA 17857 continue with Vision Source (570) 473-1715 RHODE ISLAND Carol Hamel Vision Source - Lincoln July, 2021 - Franchise Not Greg Waldorf 132 Old River Road, Suite 201 Renewed (Home Address Unknown) Lincoln, RI 2865 (Home Phone Unknown) (401) 721-5599

## **TENNESSEE**

Peter Van Hoven Kenneth Young (Home Address Unknown) (Home Phone Unknown)	Vision Source - Brentwood 205 Ward Circle Brentwood, TN 37027 (615) 373-0080	November, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Victoria Young (Home Address Unknown) (Home Phone Unknown)	Vision Source - Columbia 1227 Hatcher Lane Columbia, TN 38401 (931) 388-3604	December, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Peter Van Hoven (Home Address Unknown) (Home Phone Unknown)	Vision Source - Hohenwald 617 West Main Street Hohenwald, TN 38462 (615) 373-0080	August, 2021 - Franchise Office Closed
William White (Home Address Unknown) (Home Phone Unknown)	Vision Source - Memphis 5119 Summer Avenue Memphis, TN 38122 (901) 761-2894	August, 2021 - Franchise Not Renewed
C. Hughes Wadley (Home Address Unknown) (Home Phone Unknown)	Vision Source - Pulaski 118 N. 3rd Street, Suite 2 Pulaski, TN 39478 (931) 363-4557	December, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Frankie Gooslby (Home Address Unknown) (Home Phone Unknown)	Vision Source - Smyma 1341 Rock Springs Road Smyma, TN 37167 (615) 930-3066	December, 2021 - 18-Month Opt Out
Peter Van Hoven Kenneth Young (Home Address Unknown) (Home Phone Unknown)	Vision Source - Spring Hill 5407 Main Street, Suite 400 Spring Hill, TN 37174 (931) 489-0029	November, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
	TEXAS	
James A. Fitch (Home Address Unknown) (Home Phone Unknown)	Vision Source - Amarillo 8601 Southwest 45th Avenue Amarillo, TX 79119 (806) 355-4407	June, 2021 - Franchise Not Renewed
Gayle Karangers (Home Address Unknown) (Home Phone Unknown)	Vision Source - Arlington 4110 North Collins Street Arlington, TX 76005 (817) 860-9050	January, 2021 - Franchise Not Renewed
Drew Provost (Home Address Unknown) (Home Phone Unknown)	Vision Source - Austin 6701 Burnet Road, Suite C-2 Austin, TX 78757 (512) 596-3834	February, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
James A. Fitch (Home Address Unknown) (Home Phone Unknown)	Vision Source - Borger 1320 West Wilson Street Borger, TX 79007 (806) 274-2020	June, 2021 - Franchise Not Renewed

Vaughn Witt (Home Address Unknown) (Home Phone Unknown)	Vision Source - Corpus Christi 4101 US I69 Access Road, Suite B-3 Corpus Christi, TX 78410 (361) 241-9357	July, 2021 - Franchise Not Renewed
Laurence Thomas (Home Address Unknown) (Home Phone Unknown)	Vision Source - Dallas 3900 West Wheatland Road Dallas, TX 75237 (972) 780-7199	January, 2021 - Franchise Not Renewed
Linda Hatton (Home Address Unknown) (Home Phone Unknown)	Vision Source - Dallas 5330 East Mockingbird Lane, Suite 130 Dallas, TX 75206 (214) 341-9955	December, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
David Wright (Home Address Unknown) (Home Phone Unknown)	Vision Source - Denver City 103 East Broadway Street Denver City, TX 79323 (806) 592-2020	December, 2021 - Franchise Office Closed
Coly Marsh Jeff Thomas (Home Address Unknown) (Home Phone Unknown)	Vision Source - Frisco 7638 Stonebrook Parkway Frisco, TX 75034 (972) 712-1010	January, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Coly Marsh Jeff Thomas (Home Address Unknown) (Home Phone Unknown)	Vision Source - Frisco 3140 Legacy Drive, Building 500 Frisco, TX 75034 (214) 619-5580	January, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Anjana Bhakta (Home Address Unknown) (Home Phone Unknown)	Vision Source - Houston 11159 Westheimer Houston, TX 77042 (713) 978-7504	May, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Michelle Hung (Home Address Unknown) (Home Phone Unknown)	Vision Source - Houston 432 West 19th Street Houston, TX 77008 (713) 864-8822	July, 2021 - Franchise Not Renewed
Rick Dinh (Home Address Unknown) (Home Phone Unknown)	Vision Source - Katy 1721 Spring Green Boulevard, Suite 300 Katy, TX 77494 (832) 915-0007	July, 2021 - Franchise Office Closed
Coly Marsh Jeff Thomas (Home Address Unknown) (Home Phone Unknown)	Vision Source - Krugerville 5246 Highway 377, Suite 1 Krugerville, TX 76227 (940) 365-0440	January, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source

Robert Sheets Billy Cook (Home Address Unknown) (Home Phone Unknown)	Vision Source - Midland 4109 N. Midland Dr. Midland, TX 79707 (432) 694-5259	November, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Anh Doan (Home Address Unknown) (Home Phone Unknown)	Vision Source - Missouri City 4725 Hwy 6 South Missouri City, TX 77459 (281) 261-2647	July, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Vincent Lam Connie Ung (Home Address Unknown) (Home Phone Unknown)	Vision Source - Orange 2401 16th Street Orange, TX 77630 (409) 886-2292	April, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Reyna Hernandez (Home Address Unknown) (Home Phone Unknown)	Vision Source - Plano 1208 Village Creek Drive Plano, TX 75093 (972) 931-1133	May, 2021 - Franchise Office Closed
John Matthews (Home Address Unknown) (Home Phone Unknown)	Vision Source - San Angelo 115 South Adams Street San Angelo, TX 76901 (325) 653-2383	April, 2021 - Franchise Office Closed
Agnes Payls (Home Address Unknown) (Home Phone Unknown)	Vision Source - San Antonio 4930 Evers Road San Antonio, TX 78228 (210) 431-0366	March, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
Brandon Marsh Carol Marsh (Home Address Unknown) (Home Phone Unknown)	Vision Source - Southlake 670 East Southlake Boulevard Southlake, TX 76092 (817) 329-6466	December, 2021 - Franchise Not Renewed
David Way (Home Address Unknown) (Home Phone Unknown)	Vision Source - Spring 6603 FM 2920 Spring, TX 77379 (281) 370-4444	June, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
George Kaufman (Home Address Unknown) (Home Phone Unknown)	Vision Source - The Woodlands 1001 Medical Plaza Dr., Ste 100 The Woodlands, TX 77380 (281) 367-2020	July, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
George Kaufman (Home Address Unknown) (Home Phone Unknown)	Vision Source - The Woodlands 4775 West Panther Creek Dr., Suite 230B The Woodlands, TX 77381 (281) 367-5335	July, 2021 - Franchise Office Sold. New Owner did not continue with Vision Source
	<u>UTAH</u>	
Jeff Simmons (Home Address Unknown) (Home Phone Unknown)	Vision Source - South Jordan 5474 West Daybreak Parkway Suite G-3 South Jordan, UT 84009 (801) 923-3935	June, 2021 - 18-Month Opt Out

Vision Source - West Point November, 2021 - Franchise Justin Holt (Home Address Unknown) 81 N. 2000 West, Suite F1 Not Renewed (Home Phone Unknown) West Point, UT 84015 (801) 825-9732 VIRGINIA Rajanish Setty Vision Source - Aylett March, 2021 - Franchise Office Vasuki Anandan 4917 Richmond Tappahannock Sold. New Owner did not (Home Address Unknown) Highway continue with Vision Source (Home Phone Unknown) Aylett, VA 23009 (804) 769-4362 Rajanish Setty Vision Source - Mechanicville March, 2021 - Franchise Office Vasuki Anandan 7347 Bell Creek Road, Ste 200 Sold. New Owner did not (Home Address Unknown) Mechanicville, VA 23111 continue with Vision Source (Home Phone Unknown) (804) 746-5245 Diane Conness Vision Source - Woodbridge March, 2021 - Franchise Office 12444 Dillingham Square Sold. New Owner did not Richard Jablonski Woodbridge, VA 22192 (Home Address Unknown) continue with Vision Source (Home Phone Unknown) (703) 696-6809 VERMONT Andrew Jones Vision Source - Bradford August, 2021 - Franchise Not (Home Address Unknown) 331 Upper Plain Renewed Bradford, VT 5033 (Home Phone Unknown) (802) 222-4543 **WASHINGTON** Vision Source - Camas Raj Patel November, 2021 - Franchise Derek McTyier Office Sold. New Owner did not 329 Northeast 6th Avenue (Home Address Unknown) Camas, WA 98607 continue with Vision Source (Home Phone Unknown) (360) 834-4802 Kelly Padgett Vision Source - Centralia September, 2021 - Franchise (Home Address Unknown) Office Closed 1805 Cooks Hill Rd (Home Phone Unknown) Centralia, WA 98531 (360) 736-4447 James Schrader Vision Source - Everett July, 2021 - Franchise Office Sold. New Owner did not (Home Address Unknown) 3700 Colby Avenue (Home Phone Unknown) Everett, WA 98201 continue with Vision Source (425) 252-3937 Mark Balter Vision Source - Seattle January, 2021 - Franchise Office (Home Address Unknown) 2201 NW Market St. Sold. New Owner did not (Home Phone Unknown) Seattle, WA 98107 continue with Vision Source (206) 789-7417 Vision Source - Seattle Alan Homestead July, 2021 - Franchise Office Closed (Home Address Unknown) 10252 16th Ave. SW (Home Phone Unknown) Seattle, WA 98146 (206) 767-4737

Richard Baxter Vision Source - Tumwater June, 2021 - Franchise Office 5164 Capitol Boulevard SE (Home Address Unknown) Sold. New Owner did not (Home Phone Unknown) Tumwater, WA 98501 continue with Vision Source (360) 357-3410 Vision Source - Vancouver November, 2021 - Franchise Raj Patel Derek McTyier 314 East McLoughlin Blvd. Office Sold. New Owner did not (Home Address Unknown) Vancouver, WA 98663 continue with Vision Source (Home Phone Unknown) (360) 694-8303 **WISCONSIN** Vision Source - Hayward Kevin Jacobson January, 2021 - Franchise Not Michael Seebruck 15936 US Highway 63 Renewed Hayward, WI 54843 (Home Address Unknown) (Home Phone Unknown) (715) 634-1028 Ryan Ames Vision Source - Oshkosh June, 2021 - Franchise Not John Anderson 251 North Sawyer Street Renewed (Home Address Unknown) Oshkosh, WI 54902 (Home Phone Unknown) (920) 235-5530 Kevin Jacobson Vision Source - Rice Lake January, 2021 - Franchise Not 1801 West Knapp Street, Suite 3 Renewed Michael Seebruck Rice Lake, WI 54868 (Home Address Unknown) (Home Phone Unknown) (715) 234-3113 Kevin Jacobson Vision Source - Spooner January, 2021 - All-In-All-Out N 5010 Beaverbrook Avenue Michael Seebruck Spooner, WI 54801 (Home Address Unknown) (Home Phone Unknown) (715) 365-2020 WEST VIRGINIA Joseph Bannon Vision Source - Wheeling October, 2021 - Franchise Not (Home Address Unknown) 1021 National Rd Renewed

(Home Phone Unknown) Wheeling, WV 26003 (304) 234-4455

## THE FOLLOWING FRANCHISEES HAVE NOTIFIED VISION SOURCE THAT THEIR OFFICE HAS BEEN CLOSED OR SOLD BUT THIS INFORMATION WAS NOT VERIFIED BY **VISION SOURCE OF DECEMBER 31, 2021**

#### ALASKA

Robert Fleckenstein (Home Address Unknown) (Home Phone Unknown)

Vision Source - Eagle River 16331 Heritage Place, Ste 104 Eagle River, AK 99577 (907) 694-2511

Franchise Not Renewed

Franchise Not Renewed

Franchise Not Renewed

ALABAMA

Natalya Frolova

(Home Address Unknown) (Home Phone Unknown)

Vision Source - Moody 2345 Moody Parkway, Suite

206

Moody, AL 35004 (205) 702-6267

Clare Leonard

(Home Address Unknown) (Home Phone Unknown)

Vision Source - Orange Beach

27250 Perdidio Beach Boulevard, Suite C Orange Beach, AL 36561

(251) 974-1233

Nicki Hill

(Home Address Unknown) (Home Phone Unknown)

Vision Source - Pike Road

9427 Vaughn Rd Pike Road, AL 36064 (334) 593-3868

Robert Moore

(Home Address Unknown) (Home Phone Unknown)

Vision Source - Tuscaloosa 631 Helen Keller Boulevard

Tuscaloosa, AL 35404 (205) 758-1966

Franchise Not Renewed

Franchise Not Renewed

**ARIZONA** 

Christopher Carpenter (Home Address Unknown)

(Home Phone Unknown)

Vision Source - Chandler 916 West Chandler Blvd #1 Chandler, AZ 85225 (480) 963-7172

Franchise Not Renewed

Franchise Not Renewed

Christopher Carpenter (Home Address Unknown)

(Home Phone Unknown)

Vision Source - Gilbert 3336 East Chandler Heights Rd

Gilbert, AZ 85298 (480) 279-3937

Torrence Watkins (Home Address Unknown) (Home Phone Unknown)

Vision Source - Laveen 5030 W. Baseline Rd., Ste 135

Laveen, AZ 85339 (602) 237-4777

Franchise Not Renewed

Maury Kessler Vision Source - Scottsdale Franchise Office Sold. New (Home Address Unknown) 4441 N. 75th St. Owner did not continue with (Home Phone Unknown) Scottsdale, AZ 85251 Vision Source (480) 947-4349 Allison Wooten Vision Source - Scottsdale Franchise Not Renewed (Home Address Unknown) 5425 E. Bell Rd., Bldg 5, #135 (Home Phone Unknown) Scottsdale, AZ 85254 (602) 404-2005 Jeffrey Martin Vision Source - Tucson Franchise Office Sold. New (Home Address Unknown) 2233 East Speedway Blvd Owner did not continue with (Home Phone Unknown) Tucson, AZ 85719 Vision Source (520) 327-9411 **CALIFORNIA** Matthew Wang Vision Source - Dana Point Franchise Not Renewed (Home Address Unknown) 24692 Del Prado Avenue, Ste B (Home Phone Unknown) Dana Point, CA 92629 (949) 661-8884 Viraj Shah Vision Source - Elk Grove Franchise Not Renewed Ami Shah 4810 Elk Grove Boulevard. (Home Address Unknown) Suite 160 (Home Phone Unknown) Elk Grove, CA 95758 (916) 478-2778 Matthew Wang Vision Source - Irvine Franchise Not Renewed (Home Address Unknown) 22 Odyssey (Home Phone Unknown) Irvine, CA 92618 (949) 733-3390 Garrick Peterson Vision Source - Lindsay Franchise Office Closed 141 South Mirage Ave (Home Address Unknown) (Home Phone Unknown) Lindsay, CA 93247 (559) 562-4963 Christina Turner Vision Source - Long Beach Franchise Not Renewed (Home Address Unknown) 1150 E. Artesia Blvd. (Home Phone Unknown) Long Beach, CA 90805 (562) 728-8087 Neil Nebeker Vision Source - Merced Franchise Office Closed (Home Address Unknown) 197 West El Portal Drive, Suite (Home Phone Unknown) A Merced, CA 95348 (209) 384-2110 Franchise Office Sold. New John Wood Vision Source - Moorpark (Home Address Unknown) 252 Los Angeles Ave., Ste G Owner did not continue with (Home Phone Unknown) Moorpark, CA 93021 Vision Source (805) 529-5497

Nohata Shehata (Home Address Unknown) (Home Phone Unknown)

Verdes 28356 S Western Avenue Rancho Palos Verdes, CA 90275

(310) 831-0841

Vision Source - Rancho Palos

Franchise Not Renewed

# COLORADO

Wm. Rex Eland (Home Address Unknown) (Home Phone Unknown)

Vision Source - Berthoud 1211 Lake Avenue, Suite 102 Berthoud, CO 80513 (970) 532-5605

Vision Source - Dillon

Franchise Not Renewed

James Cutler (Home Address Unknown)

(Home Phone Unknown)

256 Dillon Ridge Rd, Ste A12 Dillon, CO 80435 (970) 468-6591

Franchise Office Closed

Matthew Skrdla Scott Haugen (Home Address Unknown)

(Home Phone Unknown)

Ron Mearsha Jacqueline Bowen (Home Address Unknown) (Home Phone Unknown)

Ron Mearsha Jacqueline Bowen (Home Address Unknown) (Home Phone Unknown)

Lindsay Loock (Home Address Unknown) (Home Phone Unknown)

Grant Schaneman (Home Phone Unknown)

Vision Source - Ft. Collins 712 Whalers Way, Suite A 210 Ft. Collins, CO 80525 (970) 282-7739

Vision Source - Greeley 2867 35th Avenue Greeley, CO 80634 (970) 346-1411

Vision Source - Greeley 2108 35th Avenue Greeley, CO 80634 (970) 356-0100

Vision Source - Highlands

Ranch 4008 Red Cedar Dr., Suite D-1 Highlands Ranch, CO 80126 (303) 471-2244

Vision Source - Johnstown 257 Johnstown Center Drive,

(970) 587-0827

Franchise Office Sold. New

Franchise Office Sold. New

Owner did not continue with

Vision Source

Owner did not continue with Vision Source

Franchise Office Sold. New Owner did not continue with Vision Source

Franchise Not Renewed

(Home Address Unknown)

Suite 107 Johnstown, CO 80534 Franchise Not Renewed

# WASHINGTON D.C.

Robert Allen Tiffany Lione (Home Address Unknown) (Home Phone Unknown)

Vision Source - Washington 1776 G Street Northwest Washington, DC 20006 (202) 298-6878

Franchise Office Sold. New Owner did not continue with Vision Source

# **DELAWARE**

Daniel Baruffi (Home Address Unknown) (Home Phone Unknown)

Vision Source - Wilmington 801 East Newport Pike Wilmington, DE 19804 (302) 999-1286

Franchise Not Renewed

# **FLORIDA**

Samantha Love (Home Address Unknown) (Home Phone Unknown)

Vision Source - Clermont 219 Citrus Tower Boulevard Clermont, FL 34711 (352) 243-2700

Franchise Not Renewed

Andrew Hart Brenda Hart

(Home Address Unknown) (Home Phone Unknown)

Vision Source - Fort Myers 14290 Metropolis Ave, Ste 2 Fort Myers, FL 33912 (239) 561-0679

Franchise Office Sold. New Owner did not continue with

Vision Source

Shannon Clark-Leitenbauer (Home Address Unknown) (Home Phone Unknown)

Vision Source - Fort Pierce 2305 Oleander Ave Fort Pierce, FL 34982 (772) 465-6616

Franchise Not Renewed

Ly Nguyen (Home Address Unknown) (Home Phone Unknown)

Vision Source - Kissimmee 1121 Miranda Lane Kissimmee, FL 34741 (407) 530-5977

Franchise Not Renewed

Marie Tartibi

(Home Address Unknown) (Home Phone Unknown)

Vision Source - Lake Mary 440 St. Charles Court, Suite 1008

Franchise Office Sold. New Owner did not continue with Vision Source

Lake Mary, FL 32746 (407) 333-2740

Jose Santos (Home Address Unknown) (Home Phone Unknown)

Vision Source - Land O Lakes 19455 Shumard Oak Drive Land O Lakes, FL 34638 (813) 909-7281

Franchise Office Closed

Franchise Not Renewed

Luc Kanicky Lee Kanicky

Adam Ramsey

(Home Address Unknown) (Home Phone Unknown)

(Home Address Unknown)

(Home Phone Unknown)

Vision Source - Land O'Lakes 21517 Village Lakes Shopping

Center Land O'Lakes, FL 34639

(813) 949-1982

Vision Source - Palm Beach

Gardens

4871 PGA Blvd.

Palm Beach Gardens, FL 33418

(561) 336-0733

Franchise Not Renewed

Clare Leonard Vision Source - Pensacola Franchise Not Renewed (Home Address Unknown) 3960 West Navy Boulevard, (Home Phone Unknown) Suite 1 Pensacola, FL 32507 (850) 455-0120 Clare Leonard Vision Source - Pensacola Franchise Not Renewed (Home Address Unknown) 3960 West Navy Boulevard, (Home Phone Unknown) Suite 1 Pensacola, FL 32507 (850) 455-0120 Franchise Office Sold. New Dusk Falkner-Martinez Vision Source - Plantation (Home Address Unknown) 10187 West Sunrise Blvd Owner did not continue with (Home Phone Unknown) Plantation, FL 33322 Vision Source (954) 916-0017 Ly Nguyen Vision Source - St. Cloud Franchise Not Renewed (Home Address Unknown) 4589 H C Yates Lane (Home Phone Unknown) St. Cloud, FL 34769 (407) 891-2010 **GEORGIA** Stella Onyekwelu Vision Source - Alpharetta Franchise Not Renewed (Home Address Unknown) 6300 Atlanta Hwy. 9, Ste 101A (Home Phone Unknown) Alpharetta, GA 30004 (578) 825-4077 **IOWA** Anthony Bailey Vision Source - Cedar Falls Franchise Not Renewed (Home Address Unknown) 4521 Chadwick Road, Suite 1 (Home Phone Unknown) Cedar Falls, IA 50613 (319) 266-1136 Steve Brownmiller Vision Source - Hawarden Franchise Office Closed Scott Bowker 605 9th Street (Home Address Unknown) Hawarden, IA 51023 (Home Phone Unknown) (712) 551-2020 **ILLINOIS** Brian Otiz Vision Source - Chicago 18-Month Opt Out (Home Address Unknown) 111 N. Wabash Avenue, Ste (Home Phone Unknown) 111 Chicago, IL 60602 (312) 782-7833 INDIANA Franchise Office Closed Jeremy Elmore Vision Source - Indianapolis (Home Address Unknown) 3719 South East Street (Home Phone Unknown) Indianapolis, IN 46227 (317) 784-9611

Vision Source - Mt. Vernon Franchise Not Renewed Sarah Appel (Home Address Unknown) 230 West Third Street (Home Phone Unknown) Mt. Vernon, IN 47620 (812) 838-4388 Franchise Office Closed **Bradley Farlow** Vision Source - Swayzee (Home Address Unknown) 2651 S 800 W (Home Phone Unknown) Swayzee, IN 46986 (765) 922-7017 **Bradley Farlow** Vision Source - Wabash Franchise Office Closed (Home Address Unknown) 144 West Hill Strett (Home Phone Unknown) Wabash, IN 46992 (260) 563-2020 **KANSAS** Steven Graham Vision Source - Elkhart Franchise Office Closed (Home Address Unknown) 621 East Stevens Avenue (Home Phone Unknown) Elkhart, KS 67950 (620) 697-1244 **KENTUCKY** Adria Porter Vision Source - Marion Franchise Not Renewed 713 South Main Street (Home Address Unknown) (Home Phone Unknown) Marion, KY 42064 (270) 965-5280 Jerald Combs Vision Source - Martin Franchise Office Closed (Home Address Unknown) 386 Rt 122 (Home Phone Unknown) Martin, KY 41649 (606) 285-3139 LOUISIANA Vision Source - Abberville Franchise Not Renewed Tricia Lege (Home Address Unknown) 204 North Saint Charles (Home Phone Unknown) Abberville, LA 70510 (337) 740-2020 Vision Source - Stonewall 18-Month Opt Out Neil Brogden (Home Address Unknown) 2434 Hwy 171 (Home Phone Unknown) Stonewall, LA 71078 (318) 925-2345 **MASSACHUSETTS** Vision Source - Dover Linda Wirth 18-Month Opt Out (Home Address Unknown) 2 Whiting Road (Home Phone Unknown) Dover, MA 2030 (508) 785-1770

Vision Source - Mansfield Franchise Not Renewed Joel Hayden (Home Address Unknown) 94 North Main Street (Home Phone Unknown) Mansfield, MA 2048 (508) 339-3952 Joanne Caruso Vision Source - Watertown Franchise Not Renewed (Home Address Unknown) 235 Waverly Ave (Home Phone Unknown) Watertown, MA 2472 (617) 926-4191 **MICHIGAN** Arnold Bulos Vision Source - Ypsilanti Franchise Not Renewed (Home Address Unknown) 2048 Whittiker Road (Home Phone Unknown) Ypsilanti, MI 48197 (731) 547-3608 MISSISSIPPI William Terry Wood Vision Source - Pontotoc Franchise Not Renewed (Home Address Unknown) 26 South Main Street (Home Phone Unknown) Pontotoc, MS 38863 (662) 489-5907 NORTH CAROLINA Michael Goins Vision Source - Wilmington Franchise Office Closed (Home Address Unknown) 5030 Randall Pkwy (Home Phone Unknown) Wilmington, NC 28403 (910) 392-0270 NEBRASKA Vision Source - Lincoln Franchise Not Renewed Joshua Engel (Home Address Unknown) 1171 N. Cotner Blvd. (Home Phone Unknown) Lincoln, NE 68505 (402) 466-6070 David Kincaid Vision Source - South Sioux Franchise Not Renewed Janet Fett City (Home Address Unknown) 1000 W. 29th St., Suite 302 (Home Phone Unknown) South Sioux City, NE 68776 (402) 494-5533 **NEW JERSEY** Glen Blustein Vision Source - Mahwah Franchise Not Renewed (Home Address Unknown) 115 Franklin Turnpike (Home Phone Unknown) Mahwah, NJ 7430 (201) 684-9000

# **NEW YORK**

Rachel McCann (Home Address Unknown) (Home Phone Unknown)	Vision Source - Albany 1660 Western Avenue Albany, NY 12203 (518) 218-7970	18-Month Opt Out
Cristina Polizzi (Home Address Unknown) (Home Phone Unknown)	Vision Source - Brooklyn 733 Manhattan Avenue Brooklyn, NY 11222 (718) 389-6234	18-Month Opt Out
William Waldron (Home Address Unknown) (Home Phone Unknown)	Vision Source - Grand Island 2099 Grand Island Boulevard, Suite A Grand Island, NY 14072 (716) 773-7653	18-Month Opt Out
Rach McCann  (Home Address Unknown)  (Home Phone Unknown)	Vision Source - Guilderland 2050 Western Avenue, Suite 106 Guilderland, NY 12084 (518) 456-6000	18-Month Opt Out
Lisa Genovese (Home Address Unknown) (Home Phone Unknown)	Vision Source - Lockport 445 Market Street Lockport, NY 14094 (716) 433-1844	18-Month Opt Out
Elaina Groo (Home Address Unknown) (Home Phone Unknown)	Vision Source - Newburgh 304 Fullerton Avenue Newburgh, NY 12550 (845) 565-2020	Franchise Not Renewed
Cristina Polizzi (Home Address Unknown) (Home Phone Unknown)	Vision Source - Syosset 140 Jackson Avenue Syosset, NY 11791 (516) 874-5299	18-Month Opt Out
Lisa Genovese (Home Address Unknown) (Home Phone Unknown)	Vision Source - Williamsville 8195 Sheridan Drive Williamsville, NY 14221 (716) 631-3860	18-Month Opt Out
<u>Оню</u>		
Michael Good William Keller (Home Address Unknown) (Home Phone Unknown)	Vision Source - Avon Lake 33398 Walker Road, Suite B Avon Lake, OH 44012 (440) 933-3214	Franchise Not Renewed
Donald Stephens (Home Address Unknown) (Home Phone Unknown)	Vision Source - Elyria 1131 E Broad St, Unit C Elyria, OH 44035 (855) 390-1020	Franchise Office Sold. New Owner did not continue with Vision Source

Michael Good Vision Source - Hudson Franchise Not Renewed 130 West Streetsboro Street, William Keller (Home Address Unknown) Suite 3 Hudson, OH 44236 (Home Phone Unknown) (330) 653-8500 Franchise Office Sold. New **Donald Stephens** Vision Source - Mayfield (Home Address Unknown) Village Owner did not continue with (Home Phone Unknown) 6690 Beta Dr, Ste 312 Vision Source Mayfield Village, OH 44143 (216) 297-3230 Vision Source - Middleburg Franchise Office Sold. New **Donald Stephens** (Home Address Unknown) Heights Owner did not continue with (Home Phone Unknown) 6879 B Southland Dr. Vision Source Middleburg Heights, OH 44130 (440) 888-3515 Vision Source - Vermilion Franchise Office Sold. New **Donald Stephens** (Home Address Unknown) 1605 State Rt 60. Ste 4 Owner did not continue with (Home Phone Unknown) Vermilion, OH 44089 Vision Source (855) 390-1020 **Donald Stephens** Vision Source - Willoughby Franchise Office Sold. New (Home Address Unknown) 34302 Euclid Ave, Ste. 3 Owner did not continue with (Home Phone Unknown) Vision Source Willoughby, OH 44094 (440) 942-3677 Donald Stephens Vision Source - Willoughby Franchise Office Sold. New (Home Address Unknown) Owner did not continue with (Home Phone Unknown) 34950 Chardon Rd, Ste 102 Vision Source Willoughby Hills, OH 44094 (855) 390-1020 OKLAHOMA Chris Swanson Franchise Office Sold. New Vision Source - Lawton Shane Claborn 4250 Northwest Cache Road Owner did not continue with (Home Address Unknown) Lawton, OK 73505 Vision Source (Home Phone Unknown) (580) 355-2020 Chris Swanson Vision Source - Lawton Franchise Office Sold, New Shane Claborn 409 SW C Ave. Owner did not continue with (Home Address Unknown) Lawton, OK 73501 Vision Source (Home Phone Unknown) (580) 248-5280 Chris Swanson Franchise Office Sold. New Vision Source - Newcastle Shane Claborn 918 Northwest 32nd Street Owner did not continue with (Home Address Unknown) Newcastle, OK 73065 Vision Source

(405) 387-4884

(Home Phone Unknown)

# **OREGON**

Jonathan Berry Christopher Berry (Home Address Unknown) (Home Phone Unknown) Vision Source - Albany 2330 Heritage Way SE Albany, OR 97322 (541) 926-6077 Franchise Office Sold. New Owner did not continue with Vision Source

# **PENNSYLVANIA**

Ryan Cowburn (Home Address Unknown) (Home Phone Unknown) Vision Source - Clymer 210 6th Street Clymer, PA 15728 (724) 254-1237

Franchise Office Closed

Sandra Fink-Freeman (Home Address Unknown) (Home Phone Unknown) Vision Source - Greencastle 50 Eastern Avenue, Suite 107 Greencastle, PA 17225 (717) 597-7708

Franchise Not Renewed

# **SOUTH CAROLINA**

Cody Smouse (Home Address Unknown) (Home Phone Unknown)

Vision Source - Charleston 112 Rutledge Avenue Charleston, SC 29401 (843) 577-2674 Franchise Not Renewed

# **SOUTH DAKOTA**

Jared Pearson Dawn Wattenhofer (Home Address Unknown) (Home Phone Unknown) Vision Source - Philip 503 West Pine Street Philip, SD 57567 (605) 399-3937 Franchise Office Closed

Dwayne Ice (Home Address Unknown) (Home Phone Unknown) Vision Source - Rapid City 825 Columbus Street, Suite E Rapid City, SD 57701 (605) 343-4703 Franchise Office Sold. New Owner did not continue with Vision Source

# **TENNESSEE**

Tonya Reynoldson Michelle Harrison (Home Address Unknown) (Home Phone Unknown) Vision Source - Camden 264 Hwy 641 North Camden, TN 38320 (731) 584-7942

Franchise Office Sold. New Owner did not continue with Vision Source

Jeremy Anderson (Home Address Unknown) (Home Phone Unknown) Vision Source - Manchester 1642 McArthur Street Manchester, TN 37355 (931) 728-1315

Franchise Not Renewed

Tonya Reynoldson Michelle Harrison (Home Address Unknown) (Home Phone Unknown) Vision Source - Medina 615 Hwy 45 South Medina, TN 38355 (731) 783-1100

Franchise Office Sold. New Owner did not continue with Vision Source

Michelle Harrison Vision Source - Paris Franchise Office Sold. New (Home Address Unknown) 3006 Dinkins Lane Owner did not continue with (Home Phone Unknown) Paris, TN 38242 Vision Source (731) 644-1222 Franchise Office Sold. New Hank DeHaven Vision Source - White House (Home Address Unknown) 122 Highway 76 Owner did not continue with (Home Phone Unknown) White House, TN 37188 Vision Source (615) 672-6896 **TEXAS** Vision Source - Dallas Nolan Riley Franchise Office Sold, New Kelly Fallin 5560 West Lovers Lane Owner did not continue with (Home Address Unknown) Dallas, TX 75209 Vision Source (Home Phone Unknown) (469) 775-9700 Nolan Riley Vision Source - Ft Worth Franchise Office Sold. New Kelly Fallin 2300 West 7th St., Ste. 126 Owner did not continue with (Home Address Unknown) Ft Worth, TX 76107 Vision Source (Home Phone Unknown) (817) 420-7377 **Eric Fleming** Vision Source - Keller Franchise Not Renewed (Home Address Unknown) 1700 Rufe Snow Drive (Home Phone Unknown) Keller, TX 76248 (817) 514-6000 Vision Source - Lubbock Franchise Office Sold. New Nolan Riley Kelly Fallin 3104 Indiana Ave Owner did not continue with (Home Address Unknown) Lubbock, TX 79410 Vision Source (Home Phone Unknown) (806) 793-1927 Nolan Riley Vision Source - Lubbock Franchise Office Sold. New Kelly Fallin 12122 Salisbury Ave Owner did not continue with Lubbock, TX 79424 Vision Source (Home Address Unknown) (Home Phone Unknown) (806) 793-1928 Nolan Riley Vision Source - McKinney Franchise Office Sold. New Kelly Fallin 1650 North Lake Forest Dr, Ste. Owner did not continue with (Home Address Unknown) 100 Vision Source (Home Phone Unknown) McKinney, TX 75071 (972) 369-1411 Donald Hembree Vision Source - Odessa Franchise Office Sold. New (Home Address Unknown) 4015 Penbrook Street Owner did not continue with (Home Phone Unknown) Odessa, TX 79762 Vision Source (432) 362-3133 Kimuyen Nguyen Vision Source - Richardson Franchise Not Renewed (Home Address Unknown) 4150 East Renner Road (Home Phone Unknown) Richardson, TX 75082

(972) 250-0700

# **UTAH**

Stephen Lundquist (Home Address Unknown) (Home Phone Unknown) Vision Source - Salt Lake City 801 South 800 East Salt Lake City, UT 84102 (801) 410-4281

18-Month Opt Out

# **VIRGINIA**

J. Michael Weil (Home Address Unknown) (Home Phone Unknown) Vision Source - Virginia Beach 4554 Virginia Beach Blvd, Ste 660 Virginia Beach, VA 23462 Franchise Office Closed

(757) 497-1724

# WASHINGTON

Gregory Bogdanovich (Home Address Unknown) (Home Phone Unknown) Vision Source - Aberdeen 500 West Market Street Aberdeen, WA 98520 (360) 532-3611 Franchise Not Renewed

# WISCONSIN

Carolyn Kolb (Home Address Unknown) (Home Phone Unknown) Vision Source - Chippewa Falls 113 North Bridge Street Chippewa Falls, WI 54729 (715) 723-9187

Franchise Not Renewed

James Kivlin (Home Address Unknown) (Home Phone Unknown) Vision Source - Clear Lake 370 Third Avenue Clear Lake, WI 54005 (715) 263-2600 Franchise Not Renewed

Benjamin Emer (Home Address Unknown) (Home Phone Unknown) Vision Source - Kenosha 3612 Roosevelt Road Kenosha, WI 53142 (262) 652-1689 Franchise Office Closed

James Kivlin (Home Address Unknown) (Home Phone Unknown) Vision Source - Menomonie 2303 Schneider Avenue SE Menomonie, WI 54751 (715) 235-3838

Franchise Not Renewed

# **EXHIBIT J**

# ADDITIONAL STATE-REQUIRED DISCLOSURES (Not including California)

We are required to provide you with additional information as a condition of registering our franchise offering in certain states. The additional disclosures are set out below, except for those pertaining to California. These additional disclosures apply only if the jurisdictional requirements of the applicable state franchise law are met. We do not, by including these additional disclosures, waive the right to challenge the applicability of any state requirement in a dispute.

# INFORMATION REQUIRED BY THE STATE OF HAWAII

THESE FRANCHISES WILL BE/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 AGREEMENT. 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.

The name and address of the agent in this state authorized to receive service of process on our behalf is Director of Department of Commerce and Consumer Affairs, 335 Merchant Street, Room 205, Honolulu, Hawaii 96813.

# **INFORMATION REQUIRED BY THE STATE OF ILLINOIS**

# **Cover Page. Additional Disclosures**

THE GOVERNING LAW, VENUE AND JURISDICTION REQUIREMENTS IN THE DISCLOSURE DOCUMENT AND IN THE FRANCHISE AGREEMENT ARE SUBJECT TO THE PROVISIONS OF THE ILLINOIS FRANCHISE DISCLOSURE ACT, AND NOTHING IN THESE DOCUMENTS SHALL BE CONSIDERED A WAIVER OF ANY RIGHT CONFERRED UPON YOU BY THE ILLINOIS FRANCHISE DISCLOSURE ACT.

# <u>Item 17. Additional Disclosures.</u>

Illinois law governs the franchise agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void.

However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

# INFORMATION REQUIRED BY THE STATE OF MARYLAND

# **Item 17. Additional Disclosures**

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101 et seq.).

The Franchise Agreement requires the franchisee to sign a release as a condition of renewal or transfer of the franchise. This release will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

The Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

# INFORMATION REQUIRED BY THE STATE OF MICHIGAN

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

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

- (a) A prohibition of the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Law. This shall not preclude a franchisee, after entering into a Franchise Agreement, from settling any and all claims.
- (c) A provision that permits a Franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a Franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized

materials which have no value to the Franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years; and (ii) the franchise is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of Franchisor's intent not to renew the franchise.

- (e) A provision that permits the Franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state. [Note: The Franchisor reserves the right to challenge this requirement of Michigan law, as it applies to arbitration under the Federal Arbitration Act]
- (g) A provision which permits a Franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a Franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
- (i) The failure of the proposed transferee to meet the Franchisor's then current reasonable qualifications or standards.
- (ii) The fact that the proposed transferee is a competitor of the Franchisor or subfranchisor.
- (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
- (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the Franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to resell to the Franchisor items that are not uniquely identified with the Franchisor. This subdivision does not prohibit a provision that grants to a Franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the Franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).
- (i) A provision which permits the Franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

# THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this Notice shall be directed to the Department of Attorney General, Consumer Protection Division, 670 Law Building, 525 West Ottawa Street, Lansing, Michigan 48913 (517) 373-7117.

# INFORMATION REQUIRED BY THE STATE OF MINNESOTA

# Item 13. Additional Disclosure

We will indemnify you against liability to a third party resulting from claims that your use of the Names and Marks infringes trademark rights of the third party, provided that your use of the Names and Marks is in accordance with the requirements of the Franchise Agreement and the System.

# Item 17. Additional Disclosures

We will comply with Minnesota Statutes Section 80C.14, subdivisions 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement.

Minnesota Statutes § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring you to waive your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

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

Minnesota Rule 2860.4400J prohibits us from requiring you to waive your rights to a jury trial, to waive rights to any procedure, forum, or remedies provided by the law of the jurisdiction or to consent to liquidated damages, termination penalties, or judgment notes. This rule does not bar an exclusive arbitration clause.

# INFORMATION REQUIRED BY THE STATE OF NEW YORK

# **Cover page. Additional Disclosures**

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271.

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

FRANCHISOR REPRESENTS THAT THIS DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF MATERIAL FACT.

# **Item 3. Additional Disclosures**

Except as described in Item 3:

1. Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademarks, has any administrative, criminal, or a material civil or

arbitration action pending against him alleging a violation of any franchise, antitrust, or securities law, or fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable allegations.

- 2. Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademarks, has been convicted of a felony or pleaded <u>nolo contendere</u> to any felony charge or, during the ten-year period immediately preceding the application for registration, been convicted of a misdemeanor or pleaded <u>nolo contendere</u> to any misdemeanor charge or been found liable in an arbitration proceeding or a civil action by final judgment, or been the subject of any other material complaint or legal or arbitration proceeding if such misdemeanor conviction or charge, civil action, complaint, or other such proceeding involved a violation of any franchise, antifraud, or fraud, embezzlement, fraudulent conversion, or misappropriation of property, or unfair or deceptive practices or comparable allegations.
- 3. Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademarks, is subject to any currently effective injunctive or restrictive order or decree relating to franchises, or under any federal, state, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

# Item 4. Additional Disclosure

Except as described in Item 4:

Neither we, nor any of our predecessors, affiliates, officers, or general partners, during the 10-year period immediately before the date of the disclosure document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within one year after the officer or general partner held this position in the company or partnership.

# Item 17. Additional Disclosures

In addition to the provisions described in Item 17.d, you may also terminate the Franchise Agreement on any grounds available by law.

The New York General Business Law, Article 33, Sections 680 through 695 may supersede any provision of the Franchise Agreement inconsistent with that law.

You must sign a release as a condition of renewal or transfer of the franchise. This release will not apply to any rights you enjoy or causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder.

# **Additional Information**

There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if the franchisee is domiciled in

or if the franchise will be opened in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

# INFORMATION REQUIRED BY THE STATE OF NORTH DAKOTA

- 1. The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C):
- A. Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C, without further disclosing that such covenants will be subject to this statute.
- B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.
- C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
- D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
- E. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.
- F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.
- G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.
- H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.
- I. Limitation of Claims: Requiring North Dakota franchisees consent to a limitation of claims. The statute of limitations under North Dakota law applies.
- J. Enforcement of Agreement: Requiring North Dakota franchisees to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

# INFORMATION REQUIRED BY THE STATE OF RHODE ISLAND

# **Item 17. Additional Disclosure**

§ 19-28.1-14 of the Rhode Island Franchise Investment Act states: "A provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

# INFORMATION REQUIRED BY THE STATE OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Vision Source, LLC for use in the Commonwealth of Virginia shall be amended as follows:

# **Item 17. Additional Disclosure.** The following statements are added to Item 17.h.

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any 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.

# INFORMATION REQUIRED BY THE STATE OF WASHINGTON

# **Item 17. Additional Disclosures**

The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with us, 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 us, including the areas of termination and renewal of your franchise.

In the event of a conflict of laws between the Washington Franchise Investment Protection Act and the law chosen in the Franchise Agreement, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

A release or waiver of rights executed by a Vision Source franchisee will not include rights under the Washington Franchise Investment Protection Act, except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

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

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator." "In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail

# **EXHIBIT K-1**

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#### SMALL BUSINESS LOAN AGREEMENT

EFFECTIVE DATE: TBD ACCOUNT NUMBER: 334198

BORROWER: TBD

ADDRESS: TBD

CITY: TBD

STATE: TBD

ZIP: TBD

**LOAN AMOUNT: \$ XXXXX.XX** 

**INTEREST RATE:** Fixed Rate of Interest equal to X.XX% per annum.

TERM: TBD

**MATURITY DATE: TBD** 

This Small Business Loan Agreement (this "Agreement") is a promissory note, security agreement and guaranty (whether such guaranty is herein contained or executed under separate agreement), all of which are to be construed together and are binding upon the parties hereto. Borrower and Guarantor have read and accepted all terms of this Agreement prior to signing it. This Agreement is being executed for business purposes and not for personal, family, household or agricultural purposes. Time is of the essence in Borrower's and Guarantor's performance of their obligations hereunder and under all related instruments and documents executed and delivered pursuant to this Agreement and any renewals or extensions of it. This Agreement, when signed and returned to Bank by Borrower and Guarantor, is binding and effective as of the Effective Date set forth above. If this Agreement is not executed by Borrower and Guarantor within ten (10) days from the Effective Date, it is null and void and of no legal force and effect. The section of this Agreement captioned "Definitions" contains the definitions of capitalized terms not defined elsewhere in this Agreement.

#### PROMISSORY NOTE

- 1. Loan. Subject to the terms and conditions set forth herein, Bank shall make the Loan to Borrower. Borrower will repay principal and interest in equal combined installments of TBD and 00/100 Dollars (\$XXXXX.XX) on TBD, and on the last day of each month thereafter, and ending on TBD (the "Repayment Period"). In any event, on the last day of the Repayment Period, Borrower will repay the remaining principal balance plus all interest then due. Each installment, when paid, will be applied first to the payment of interest accrued. The balance, if any, of each installment will be applied to the repayment of principal, and then to unpaid fees. Borrower may not use proceeds of the Loan to make payments due under this Agreement or to repay any other obligation of Borrower to Bank or any affiliate of Bank. The Borrower may not use proceeds of the Loan to engage in any transaction that is illegal. Bank shall not be liable if Borrower engages in an illegal transaction.
- 2. Conditions Precedent to Loan. The obligation of Bank to make the Loan is subject to all of the conditions and requirements of this Agreement and delivery of the following required documents or other actions, all of which are conditions precedent and subsequent to the making and the continuation of the Loan and shall be in form and substance satisfactory to Bank: (a) if Borrower or Guarantor is an organized entity, resolutions of Borrower's and Guarantor's governing board or body, officers, owners, partners, members or managers, as applicable, duly authorizing the execution, delivery and performance of all of the Loan Documents; (b) completed UCC financing statements on Borrower, and if applicable, Guarantor; (c) the execution and delivery or furnishing of such other instruments, documents, opinions, or guaranties as Bank may deem necessary or appropriate to consummate or implement the transactions contemplated by this Agreement; (d) Borrower, or if applicable, Guarantor shall have taken such other action as Bank may reasonably require to perfect its security interest in the Collateral and shall have paid all costs and expenses incident thereto; (e) payment by Borrower to Bank of any commitment fees, administration fees, documentation fees, mortgage or deed of trust recording or filing fees, stamp taxes, intangibles taxes or other filing fees relating to the Loan and the Collateral; (f) Bank's receipt of record searches, certificates and

TextBarCode Loan Agreement other due diligence as Bank may require to determine that Borrower and Guarantor are in compliance with the representations, warranties, agreement and covenants contained in the Loan Documents; and (g) completion and fulfillment by Borrower, and if applicable, Guarantor, of all terms, provisions, and conditions of any letter of interest, proposal letter or conditions of closing issued by Bank to Borrower or Guarantor, as the same may be amended, revised, replaced, modified, reapproved or reissued from time to time.

- 3. Interest. Interest shall accrue on the unpaid principal balance of the Loan for each day from the date of disbursement of the proceeds of the Loan at the per annum fixed rate of interest set forth on the first page above until paid in full.
- **4. Computation of Interest.** Interest on the principal balance of the Loan, shall be computed on the basis of a month of thirty (30) days and a year of three hundred sixty (360) days, and shall be payable monthly in arrears on the Payment Date.
- 5. **Default Rate of Interest.** Upon the occurrence of any default or after maturity or after judgment has been rendered on any obligation under this Agreement, all amounts outstanding under this Agreement, including any unpaid interest, fees, or costs, will at the option of Bank bear interest at a rate which is the lesser of (i) 6 percentage points per annum above the interest rate set forth on the first page of this Agreement or (ii) the maximum rate of interest permitted by applicable state law. This may result in compounding of interest. This will not constitute a waiver of any default.
- 6. Loan Payments. Borrower shall make all scheduled payments to Bank at such address as Bank may designate in writing from time to time. Bank can accept late or partial payments, as well as payments marked "paid in full" or with other restrictive endorsements, without losing any of its rights under this Agreement. Any payment of a smaller sum than due, or any partial payment intended as a payment in full of a disputed amount under the Indebtedness, regardless of any endorsement restriction, will not constitute an accord and satisfaction, and must be sent to: Bank of America, N.A., Gateway Village 900 Building, NC1-026-06-06, 900 W. Trade Street, Charlotte, NC 28255. Any communication with Bank concerning Borrower's dispute of any amounts due under the Loan, as well as any payments of less than the full amount due and payable hereunder, must be sent to the address set forth in the preceding sentence. All other payments Borrower makes towards the Loan are to be mailed to the address the Bank sets forth on Borrower's monthly billing statement.

#### 7. Direct Debit.

- (a) Borrower agrees that on the due date of any amount due under this Agreement, Bank will debit the amount due from deposit account number TBD owned by Borrower, or such other of Borrower's accounts with Bank as designated in writing by Borrower (the "Designated Account"). Should there be insufficient funds in the Designated Account to pay all such sums when due, the full amount of such deficiency shall be immediately due and payable by Borrower.
- (b) Borrower may terminate this direct debit arrangement at any time by sending written notice to Bank. If Borrower terminates this arrangement, then the principal amount outstanding under this Agreement will at the option of Bank bear interest at a rate per annum which is 1.00 percentage point higher than the rate of interest otherwise provided under this Agreement and the amount of each payment will be increased accordingly.
- **8.** Late Fee. To the extent permitted by law, Borrower agrees to pay a late fee in an amount not to exceed four percent (4%) of any payment that is more than fifteen (15) days late. The imposition and payment of a late fee shall not constitute a waiver of Bank's rights with respect to the default.
- 9. No Excess Fees. Notwithstanding any provision in this Agreement to the contrary, the aggregate amount of all interest, fees, penalties, expenses and other charges payable by Borrower to Bank (collectively, "Costs") shall not exceed the maximum amount permitted under applicable law, or to the extent included in the determination of interest, the maximum interest rate allowable under applicable law ("Maximum Rate"). If the aggregate amount of all Costs would otherwise exceed the Maximum Rate, such amounts shall be reduced, in a manner selected by Bank in its sole and absolute discretion, to equal in the aggregate the maximum amount permitted under applicable law. No party bound by the Loan Documents shall have an action or remedy against Bank for any damages whatsoever or any defense to the enforcement of the Loan Documents given in connection herewith arising out of the payment or collection of any interest in excess of the Maximum Rate.
- 10. Unconditional Obligation to Pay. Each Borrower and each Guarantor agree that its obligation to make payments to Bank on the Indebtedness under this Agreement is absolute and unconditional, under all circumstances whatsoever, and shall not be affected by any defect in the condition, design or operation of the Collateral, any lack of maintenance or service of any Collateral, or any setoff, counterclaim, defense or reduction which Borrower or Guarantor may have

against Bank, or any Provider, or any supplier, servicer, broker, salesperson or other third party.

#### SECURITY AGREEMENT

- **11. Security Interest.** Grantor grants Bank a security interest in the Collateral and the proceeds of the Collateral to secure payment and performance of the Indebtedness.
- 12. Representations, Warranties and Covenants. Grantor represents, warrants, covenants and agrees that at all times: (a) the Collateral shall be kept at the location of the Business, and at any other location at which Grantor maintains a Business; (b) Grantor shall promptly notify Bank of any change in the location of the Collateral, and Grantor shall not remove the Collateral from said location without the prior written consent of Bank, except for inventory sold in the ordinary course of business; (c) the chief executive office, principal place of business, or business domicile, and the state of organization of Grantor are as verbally or in writing provided to Bank, and Grantor shall not change or relocate its chief executive office, principal place of business or business domicile, shall not change its state of organization or name, shall not make any substantial change in the present executive or management personnel of Borrower, and, if Borrower is anything other than a natural person, shall not cause, permit, or suffer any change in capital ownership such that there is a material change, as determined by Bank in its sole discretion, in the direct or indirect capital ownership of Borrower; (d) to promptly notify Bank in writing of: (1) any Event of Default under this Agreement, or any event which, with notice or lapse of time or both, would constitute an Event of Default: and (2) any change in Borrower's name, legal structure, principal residence, or name on any driver's license or special identification card issued by any state (for an individual), state of registration (for a registered entity), place of business, or chief executive office if Borrower has more than one place of business; (e) except for the security interest granted under this Agreement, and other interests in favor of Bank, and except as otherwise consented to in writing by Bank, Grantor is the owner of the Collateral, free from any lien, security interest, encumbrance, assignment, judgment, lien, claim or charge of any kind (whether perfected or unperfected, avoidable or unavoidable) or financing statement or other filing, with respect to any Collateral, and Grantor will defend the Collateral against all claims and demands of any and all persons at any time claiming the Collateral or any interest therein; (f) except for sales of inventory in the ordinary course of business. Grantor will not sell, exchange, lease or otherwise dispose of any interest in the Collateral without the prior written consent of Bank and shall not, without the consent of Bank, permit any lien. security interest or encumbrance to attach to the Collateral; (g) Grantor authorizes Bank to file a financing statement describing the Collateral or, at Bank's option from time to time, all personal property of Grantor, and if Bank has pre-filed a financing statement with respect thereto, Grantor hereby ratifies such filing. Grantor waives any right that Grantor may have to file with the applicable filing office any financing statement, amendment, termination or other record pertaining to the Collateral and Bank's interest therein. Grantor will cooperate with Bank in obtaining control of any Collateral in which a security interest may be perfected by possession or control and will, at Grantor's expense, make and do all such acts and things as Bank may from time to time request for the better evidencing, perfection, protection or validation of or realization of the benefits of its security interest. At the request of Bank, Grantor shall join with Bank in executing one or more financing statements or amendments thereto for the Collateral pursuant to the requirements of the UCC in form satisfactory to Bank. A carbon, photographic, electronic, or other reproduction of this Agreement or a financing statement will be sufficient as a financing statement. Grantor hereby appoints Bank or its designee, with full power of substitution, as Grantor's attorney-in-fact to execute and file UCC financing statements and other security documents in Grantor's name and to perform all other acts that Bank deems necessary or appropriate to perfect and protect Bank's security interest in the Collateral. Such appointment is coupled with an interest with full power of substitution, and is irrevocable.

#### **INSURANCES**

- 13. Flood and Other Insurance. If any improved real property collateral is located in a designated flood hazard area, or becomes located in a designated flood hazard area after the date of this Agreement as a result of any re-mapping of flood insurance maps by the Federal Emergency Management Agency, Borrower will be required to maintain flood insurance on the real property and on any tangible personal property collateral located on the real property. In addition, Borrower shall maintain such other insurance as Bank may require to comply with Bank's regular requirements and practices in similar transactions, which may include earthquake insurance and insurance covering acts of terrorism.
- 14. Collateral Maintenance, Insurance, and Taxes. Grantor shall maintain the Collateral in good condition, repair and working order. In the event of any loss, theft, damage or destruction of the Collateral, Grantor shall immediately notify Bank and, at Bank's option from time to time, shall either: (a) place the same in good repair, condition and working order; (b) replace the same with like Collateral in good repair, condition and working order, free and clear of all encumbrances except in favor of Bank; or (c) pay Bank the balance remaining under the Loan. Grantor shall, at Grantor's expense, maintain insurance on the Collateral against fire, theft, sinkhole, windstorm or hurricane coverage,

and such other hazards and in such form and for such coverages and amounts as Bank may require. Bank shall be named, in a manner satisfactory to Bank, as an additional insured or as loss payee on all policies of insurance required hereunder. The proceeds of such insurance shall be applied toward the replacement or repair of the Collateral or to reduce or payoff the then remaining balance of the Loan. Grantor hereby appoints Bank as Grantor's attorney-in-fact to make any claim for, receive payment of, or execute or endorse all documents, checks or drafts for loss or damage or return of premium under such insurance. Each insurance policy shall provide that the insurance policy cannot be cancelled without thirty (30) days' prior written notice to Bank. Grantor agrees to furnish to Bank proof of each insurance policy insuring the Collateral by providing to Bank a copy of the certificate of insurance or the policy itself within ten (10) days following the date hereof. Should Grantor fail to insure the Collateral as herein required, Bank shall have the right, but not the obligation, to purchase insurance on the Collateral in such amounts, from such insurers and for such premiums, as Bank may deem appropriate. Grantor agrees to promptly reimburse Bank for all costs incurred in connection with obtaining such insurance plus an administrative fee of \$25.00 each month until Grantor provides evidence of such insurance satisfactory to Bank. Payment of such fee does not relieve Grantor from its obligation to obtain insurance. Grantor shall pay and discharge when due all taxes imposed on the Collateral. Further, Bank may discharge taxes, liens or other encumbrances at any time levied or placed on the Collateral and pay for the maintenance and preservation of the Collateral should Grantor fail to do so. Grantor agrees to promptly reimburse Bank on demand for any payment so made, and until such reimbursement, the amount so paid by Bank shall be added to the Indebtedness.

15. Other Insurances. So long as the Loan remains unpaid Grantor shall maintain and keep in full force and effect such insurances required by Bank issued by one or more recognized, financially sound and responsible insurance companies approved by Bank and qualified or authorized by applicable laws to assume the risks covered by such policies, coverages, limits and deductibles as required by Bank. All insurances shall at all times be the subject of such certificates, endorsements, assignments, evidences and other requirements as Bank may direct from time to time.

#### **COVENANTS; FINANCIAL REPORTING**

- 16. Condition Subsequent. Borrower agrees and covenants with Bank that it will, subsequent to the closing of the Loan and disbursements of the proceeds of the Loan, complete and fulfill any uncompleted and unfulfilled provisions or conditions contained in any letter of interest, proposal letter or conditions of closing issued for the Loan, as the same may be amended, revised, replaced, modified, reapproved or reissued from time to time, within any period prescribed by Bank.
- 17. Affirmative Covenants. So long as the Loan remains unpaid, Borrower will: (a) respond promptly (but in no event later than twenty (20) business days after) and completely to Bank's telephone and written inquiries regarding the status of the Business and the financial condition of Borrower; (b) for it and Guarantor, do or cause to be done all things necessary to obtain, enter into, preserve and keep in full force and effect all material licenses; (c) engage in the Business on the days and during the hours of operation established for the Business; (d) observe the applicable requirements of all Governmental Authorities and agents of Governmental Authorities and perform the terms of all material agreements relating thereto; and (e) notify Bank immediately of any (i) notice, claim or demand from any Governmental Authorities which alleges that Borrower is in violation of any of the terms of, or has failed to comply with, any requirement of law regulating the Business; and (ii) other developments in the business or affairs of Borrower which could adversely affect the ability of Borrower to repay the Loan or comply with the provisions of the Loan Documents.
- 18. Negative Covenants. So long as the Loan remains unpaid, Borrower will not allow or suffer: (a) for it and Guarantor, any suspension, probation, failure to renew, cancellation, rescission, termination, lapse or forfeiture of any material license required for Borrower to conduct the Business; (b) the dismissal, resignation or other withdrawal from the Business, in whole or in part, of any owner, partner, member, trustee or shareholder; (c) the suspension of the operations of the Business for more than thirty (30) days; (d) With respect to any Borrower which is a business entity, adopt a plan of division or divide itself into two or more business entities (pursuant to a "plan of division" under Section 18-217 of the Delaware Limited Liability Company Act or a similar arrangement under any other applicable state statute) or; (e) the filing or threat of any lien, interest, claim or encumbrance against the Collateral, or any part thereof, including but not limited to, any real estate in which a mortgage lien or deed of trust has been granted by Borrower or Guarantor to Bank as security for repayment of the Indebtedness.
- **19. Hazardous Substances.** (a) Indemnity Regarding Hazardous Substances. Borrower will indemnify and hold harmless Bank from any loss or liability Bank incurs in connection with or as a result of this Agreement which directly or indirectly arises out of the use, generation, manufacture, production, storage, release, threatened release,

discharge, disposal or presence of a Hazardous Substance. This indemnity will apply whether the Hazardous Substance is on, under or about Borrower's property or operations or property leased to Borrower. The indemnity includes but is not limited to attorneys' fees (including the reasonable estimate of the allocated cost of in-house counsel and staff). The indemnity extends to Bank, its parent, subsidiaries and all of their directors, officers, employees, agents, successors, attorneys and assigns. (b) Compliance Regarding Hazardous Substances. Borrower represents and warrants that Borrower has complied with all current and future laws, regulations and ordinances or other requirements of any governmental authority relating to or imposing liability or standards of conduct concerning protection of health or the environment or Hazardous Substances. (c) Notices Regarding Hazardous Substances. Until full repayment of the Loan, Borrower will promptly notify Bank in writing of any threatened or pending investigation of Borrower or its operations by any governmental agency under any current or future law, regulation or ordinance pertaining to any Hazardous Substance. (d) Site Visits, Observations and Testing. Bank and its agents and representatives will have the right at any reasonable time, after giving reasonable notice to Borrower, to enter and visit any locations where the Collateral is located for the purposes of observing the use of the Collateral, taking and removing environmental samples, and conducting tests. Borrower shall reimburse Bank on demand for the costs of any such environmental investigation and testing. Bank will make reasonable efforts during any site visit, observation or testing conducted pursuant to this paragraph to avoid interfering with Borrower's use of the Collateral. Bank is under no duty to observe the Collateral or to conduct tests, and any such acts by Bank will be solely for the purposes of protecting Bank's security and preserving Bank's rights under this Agreement. No site visit, observation or testing or any report or findings made as a result thereof ("Environmental Report"): (i) will result in a waiver of any default of Borrower: (ii) impose any liability on Bank: or (iii) be a representation or warranty of any kind regarding the Collateral (including its condition or value or compliance with any laws) or the Environmental Report (including its accuracy or completeness). In the event Bank has a duty or obligation under applicable laws, regulations or other requirements to disclose an Environmental Report to Borrower or any other party, Borrower authorizes Bank to make such a disclosure. Bank may also disclose an Environmental Report to any regulatory authority, and to any other parties as necessary or appropriate in Bank's judgment. Borrower further understands and agrees that any Environmental Report or other information regarding a site visit, observation or testing that is disclosed to Borrower by Bank or its agents and representatives is to be evaluated (including any reporting or other disclosure obligations of Borrower) by Borrower without advice or assistance from Bank. (e) Definition of Hazardous Substances. "Hazardous Substance" means any substance, material or waste that is or becomes designated or regulated as "toxic," "hazardous," "pollutant," or "contaminant" or a similar designation or regulation under any current or future federal, state or local law (whether under common law, statute, regulation or otherwise) or judicial or administrative interpretation of such, including without limitation petroleum or natural gas. (f) Continuing Obligation. Borrower's obligations to Bank under this Agreement, except the obligation to give notices to Bank, shall survive termination of this Agreement and repayment of the Loan.

#### **DEFAULT AND REMEDIES**

- 20. Default Costs; Attorney Fees; Savings Clause. Borrower agrees to pay to the order of Bank the following costs and fees, in addition to any late fees permitted under this Agreement, when incurred: (a) costs of foreclosure and of obtaining a judgment for money damages; and (b) fees and costs of attorneys employed by Bank for any purpose related to this Loan or the Loan Documents, including consultation, drafting documents, sending notices or instituting, prosecuting or defending any proceedings. Such proceedings include any arbitration, collection, bankruptcy, civil action, mediation, and counterclaim in which Bank pursues or prevails or post judgment action or appeal with respect to any of the foregoing. The fees and charges payable to Bank under this section are in addition to such other interest, fees and charges that Bank may assess against Borrower pursuant to other provisions of this Agreement and are part of the Indebtedness.
- 21. Events of Default. The following shall be Events of Default: (a) failure to make any Monthly Payment and the failure to make any payment of the Indebtedness and such failure continues for ten (10) days after it first becomes due; (b) Borrower or Guarantor defaults in the performance of any of their obligations or breaches any representation, covenant, or warranty under any of the Loan Documents, or any other agreement with Bank or any affiliate of Bank; (c) the failure or refusal of Borrower or Guarantor to provide to Bank financial statements, reports or other information within twenty (20) days of Bank's request for same; (d) the uninsured loss or theft, or the destruction of the Collateral or the unpermitted sale, assignment or encumbrance of or on any Collateral; (e) attachment, execution or levy on any Collateral; (f) dissolution, termination of existence, insolvency, business failure, appointment of a receiver over any part of the property of Borrower or Guarantor, assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Borrower or Guarantor; (g) Borrower or Guarantor acceptable to Bank is not provided for the deceased Borrower or Guarantor within sixty (60) days of said death or disability; (h) if Borrower or Guarantor, without the prior written consent of Bank, stops doing business as a going concern, merges,

consolidates, transfers all or substantially all of its assets to a third party or undergoes a substantial deterioration of financial condition; (i) an amendment or termination relating to a filed financing statement describing any of the Collateral is improperly filed by Borrower or Guarantor; or (j) Bank reasonably determines that there has been a material adverse change in the business, prospects, condition, affairs or operations of Borrower or Guarantor; or (k) Bank receives notification or is otherwise made aware that Borrower or Guarantor is listed as or appears on any lists of known or suspected terrorists or terrorist organizations provided to Bank by the U.S. government under the USA Patriot Act of 2001.

- 22. Remedies on Default. Upon the occurrence of an Event of Default, Bank may at its option, exercise one or more of the following remedies without notice or demand against each Borrower and each Guarantor, except as required by law: (i) if the proceeds of the Loan are not fully disbursed, cease, suspend or limit making additional advances under the Loan; (ii) declare the Indebtedness, or any part or parts thereof, immediately due and payable in full; (iii) charge interest at the default rate set forth under the section of this Agreement captioned "Default Rate of Interest" on all Indebtedness; (iv) exercise all of Bank's rights and remedies as a secured party, including the right to enter any premises where the Collateral may be located without legal process and take possession of and remove the Collateral which, upon request of Bank, Borrower agrees to assemble and to make available at a place designated by Bank; (v) sell, lease or otherwise dispose of any Collateral at public or private sale and collect any deficiency balance with or without resorting to legal process; (vi) if permitted by applicable law or order of court, require Borrower to assign and transfer custody of its customer files, records, charts and lists to a duly licensed professional, business operator, receiver, keeper or custodian selected by Bank in its sole discretion, to execute such documents as Bank deems necessary to effect such assignment and transfer, and to turn over and remit to Bank the proceeds from any said transfer or assignment for value; (vii) request from a court of appropriate jurisdiction that a duly licensed professional, business operator, receiver, keeper or custodian be appointed over the management, control and supervision of the Business and the Collateral, and Borrower and Guarantor authorize, approve and consent to such proceeding and appointment; or (viii) exercise any other right or remedy available to Bank at law or in equity. Bank has no obligation to clean up or otherwise prepare the Collateral for sale. Bank has no obligation to attempt to satisfy the Indebtedness by collection from any other person liable therefore, and Bank may release, modify or waive any Collateral without affecting Bank's rights against Borrower or Guarantor, each of whom waive any right he/she/it may have to require Bank to pursue any third person for any of the Indebtedness. Bank may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be construed to adversely affect the commercial reasonableness of any sale of the Collateral. Bank may sell the Collateral without giving any warranties with respect thereto and may specifically disclaim any warranties of title or the like. This procedure will not be construed to adversely affect the commercial reasonableness of any sale of the Collateral. Bank shall have no obligation to marshal any assets in favor of Borrower or against Borrower in payment of the Loan or any of the Indebtedness.
- 23. Waiver of Presentment and Notice. Borrower and all endorsers, Guarantor, and other parties who may now or in the future be primarily or secondarily liable for payment of the Loan evidenced hereby, waive presentment for payment, demand, notice of nonpayment, notice of dishonor, protest, notice of protest and all other notices in connection with the delivery, acceptance, performance, default or enforcement of this Agreement or any payment made pursuant to its terms.
- 24. Joint and Several Liability. The liability of Borrower and Guarantor is joint and several and, upon an Event of Default under this Agreement, Bank may proceed with action, judicial or otherwise, to collect the Indebtedness due from Borrower and Guarantor, individually or jointly. Borrower and Guarantor specifically agree, consent and authorize Bank to settle the whole or any part of the Loan with either Borrower or Guarantor, or any one or more of them, without the express consent or authorization of any of them, and that Bank may proceed to collect any remaining balance due under the Loan after any said settlement from any party remaining liable under this Agreement. Bank may pursue, at its election, any nonjudicial or judicial proceedings to liquidate the Collateral to satisfy the Loan, and such election shall not preclude Bank from pursuing either Borrower or Guarantor for any remaining balance due under the Loan, or from pursuing the liquidation of any other Collateral in satisfaction of the Loan.
- 25. Setoff. (a) In addition to any rights and remedies of Bank provided by law, Borrower grants to Bank a security interest in, and the contractual right to set off and apply, at any time, any and all Property of Borrower held by Bank or any of its affiliates or subsidiaries against any and all Indebtedness owing to Bank. The set-off may be made irrespective of whether or not Bank shall have made demand under this Agreement or any guaranty, and although such Indebtedness may be contingent or unmatured or denominated in a currency different from that of the applicable Property. (b) The set-off may be made without prior notice to Borrower or any other party, any such notice being waived by Borrower to the fullest extent permitted by law. Bank agrees promptly to notify Borrower after any such

set-off and application; however, the failure to give such notice shall not affect the validity of the set-off and application. (c) For the purposes of this "Setoff" section: "Property" means any deposits (general or special, time or demand, provisional or final, individual or joint) and any instruments, securities, documents, chattel paper, credits, and any other property, rights, and interests of Borrower that come into the possession or custody or under control of Bank or any of its affiliates or subsidiaries. TO THE EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO REQUIRE BANK TO EXERCISE ITS REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL THAT SECURES THE LIABILITIES PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS, OR OTHER PROPERTY OF BORROWER, ARE HEREBY VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVED. Notwithstanding anything contained herein, the Bank hereby waives any right of set-off in the account of Borrower into which government payments in respect of the Medicare and Medicaid programs are made.

- **26. Powers and Authority.** Each Borrower and Guarantor represents and warrants that he/she/it has the power and authority to incur the obligations hereunder and to execute, deliver and perform the Loan Documents, and certifies that each of their signatures hereto is genuine. The execution and delivery by Borrower and Guarantor of the Loan Documents will not contravene or violate any law or any contract to which Borrower or Guarantor is a party.
- **27. Waivers.** No delay or omission by Bank in exercising any right or remedy under this Agreement shall impair any right or remedy, waive or operate as an acquiescence to the Event of Default or affect any subsequent default of the same or a different nature.
- 28. Choice of Law; Jurisdiction; Venue. Except to the extent that any law of the United States may apply, this Agreement shall be governed and interpreted according to the internal laws of Borrower's principal place of business (the "Governing Law State"), without regard to any choice of law, rules or principles to the contrary. However, the charging and calculating of interest on the obligations under this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina and applicable federal law. Nothing in this paragraph shall be construed to limit or otherwise affect any rights or remedies of Bank under federal law. Borrower, Guarantors and Bank agree and consent to be subject to the personal jurisdiction of any state or federal court located in the Governing Law State so that trial shall only be conducted by a court in that state.
- 29. Waiver of Class Actions. The terms "Claim" or "Claims" refer to any disputes, controversies, claims, counterclaims, allegations of liability, theories of damage, or defenses between Bank, on the one hand, and the other parties to this Agreement, on the other hand (all of the foregoing each being referred to as a "Party" and collectively as the "Parties"). Whether in state court, federal court, or any other venue, jurisdiction, or before any tribunal, the Parties agree that all aspects of litigation and trial of any Claim will take place without resort to any form of class or representative action. Thus the Parties may only bring Claims against each other in an individual capacity and waive any right they may have to do so as a class representative or a class member in a class or representative action. THIS CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM.
- 30. GAAP. Except as otherwise stated in this Agreement, all financial information provided to the Bank and all financial covenants will be made under generally accepted accounting principles, consistently applied; provided, however, leases shall continue to be classified and accounted for on a basis consistent with that reflected in the financial statements of the Borrower for the most recently ended fiscal year prior to the date of this Agreement for all purposes of this Agreement, notwithstanding any change in GAAP relating thereto, unless the parties hereto shall enter into a mutually acceptable amendment addressing such changes. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth herein, and either the Borrower or the Bank shall so request, the Borrower and the Bank shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP; provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Borrower shall provide to the Bank financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.
- **31. Dispute Resolution Provision**. This section and its subsections below are referred to as the "Dispute Resolution Provision." Bank and Borrower (and any other party to this Agreement) agree that this Dispute Resolution Provision is a material inducement for their entering into this Agreement.
  - (a) This Dispute Resolution Provision concerns the resolution of any disputes, controversies, claims, counterclaims, allegations of liability, theories of damage, or defenses (collectively, a "Claim" or "Claims") between Bank, on the one hand, and Borrower and any obligor, on the other hand (each side being, for the

purposes of this Dispute Resolution Provision, a "Party" and the two sides together being the "Parties"), regardless of whether based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether foreseen or unforeseen, suspected or unsuspected, or fixed or contingent at the time of this Agreement, including but not limited to Claims that arise out of or relate to: (i) this Agreement (including any renewals, extensions or modifications); or (ii) any document related to this Agreement. For the purposes of this Dispute Resolution Provision only, the terms "Bank" or Party or Parties (to the extent referring to or including Bank) shall include any parent corporation, subsidiary or affiliate of Bank.

- (b) The Parties agree that at the request of any Party to this Agreement, any Claim shall be resolved by binding arbitration. The Claims shall be governed by the laws of the Governing Law State without regard to its conflicts of law principles. The Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the "Act"), shall apply to the construction, interpretation, and enforcement of this Dispute Resolution Provision, as well as to the confirmation of or appeal from any arbitration award.
- (c) Arbitration proceedings will be determined in accordance with the Act, the then-current Commercial Finance rules and procedures of the American Arbitration Association or any successor thereof ("AAA") (or any successor rules for arbitration of financial services disputes), and the terms of this Dispute Resolution Provision. In the event of any inconsistency, the terms of this Dispute Resolution Provision shall control. The arbitration shall be administered by the Parties and not the AAA and shall be conducted, unless otherwise required by law, at a location selected solely by Bank in any U.S. state where real or tangible personal property collateral for this credit is located or where Borrower has a place of business. If there is no such state, Bank shall select a location in the Governing Law State.
- (d) If aggregate Claims are One Million Dollars (\$1,000,000) or less:
  - (i) All issues shall be heard and determined by one neutral arbitrator. The arbitrator shall have experience with commercial financial services disputes and, if possible, prior judicial experience, and shall be selected pursuant to the AAA "Arbitrator Select: List and Appointment" process, to be initiated by Bank. If the AAA "Arbitrator Select: List and Appointment" process is unavailable, Bank shall initiate any successor process offered by the AAA or a similar process offered by any other nationally recognized alternative dispute resolution organization.
  - (ii) Unless the arbitrator has a dispositive motion under advisement or unforeseeable and unavoidable conflicts arise (as determined by the arbitrator), all arbitration hearings shall commence within ninety (90) days of the appointment of the arbitrator, and under any circumstances the award of the arbitrator shall be issued within one hundred twenty (120) days of the appointment of the arbitrator.
  - (iii) A Party shall be entitled to take no more than two (2) fact depositions, one or both of which may be taken in accordance with Fed. R. Civ. P. 30(b)(6), plus depositions of any experts designated by the other Party, each of seven (7) hours or less, during pre-hearing discovery.
  - (iv) There shall be no written discovery requests except a Party may serve document requests on the other Party not to exceed twenty (20) in number, including subparts. The requests shall be served within forty-five (45) days of the appointment of the arbitrator and shall be responded to within twenty-one (21) days of service.
- (e) If aggregate Claims exceed One Million Dollars (\$1,000,000):
  - (i) The issues shall be heard and determined by one neutral arbitrator selected as above unless either Party requests that all issues be heard and determined by three (3) neutral arbitrators. In that event, each Party shall select an arbitrator with experience with commercial financial services disputes, and the two arbitrators shall select a third arbitrator, who shall have prior judicial experience. If the arbitrators cannot agree, the third arbitrator shall be selected pursuant to the AAA "Arbitrator Select: List and Appointment" process, to be initiated by Bank.
  - (ii) Unless the arbitrator(s) have a dispositive motion under advisement or other good cause is shown (as determined by the arbitrator(s)), all arbitration hearings shall commence within one hundred twenty (120) days of the appointment of the arbitrator(s), and under any circumstances the award of the arbitrator(s) shall be issued within one hundred eighty (180) days of the appointment of the arbitrator(s).
  - (iii) A Party shall be entitled to take no more than five (5) fact depositions, one or more of which may be

- taken in accordance with Fed. R. Civ. P. 30(b)(6), plus depositions of any experts designated by the other Party, each of seven (7) hours or less, during pre-hearing discovery.
- (iv) There shall be no written discovery requests except a Party may serve document requests on the other Party not to exceed thirty (30) in number, including subparts. The requests shall be served within forty-five (45) days of the appointment of the arbitrator(s) and shall be responded to within twenty-one (21) days of service.
- (f) Where a Party intends to rely upon the testimony of an expert on an issue for which the Party bears the burden of proof, the expert(s) must be disclosed within thirty (30) days following the appointment of the arbitrator(s), including a written report in accordance with Fed. R. Civ. P. 26(a)(2)(B). The arbitrator(s) shall exclude any expert not disclosed strictly in accordance herewith. The other Party shall have the right within thirty (30) days thereafter to take the deposition of the expert(s) (upon payment of the expert's reasonable fees for the in-deposition time), and to identify rebuttal expert(s), including a written report in accordance with Fed. R. Civ. P. 26(a)(2)(B).
- (g) The arbitrator(s) shall consider and rule on motions by the Parties to dismiss for failure to state a claim; to compel; and for summary judgment, in a manner substantively consistent with the corresponding Federal Rules of Civil Procedure. The arbitrator(s) shall enforce the "Apex" doctrine with regard to requested depositions of high-ranking executives of both Parties. The arbitrator(s) shall exclude any Claim not asserted within thirty (30) days following the demand for arbitration. This shall not prevent a Party from revising the calculation of damages on any existing theory. All discovery shall close at least one (1) week before any scheduled hearing date, and all hearing exhibits shall have been exchanged by the same deadline or they shall not be given weight by the arbitrator(s).
- (h) The arbitrator(s) will give effect to applicable statutes of limitation in determining any Claim and shall dismiss the Claim if it is barred by the statutes of limitation. For purposes of the application of any statutes of limitation, the service of a written demand for arbitration or counterclaim pursuant to the Notices provision of this Agreement is the equivalent of the filing of a lawsuit. At the request of any Party made at any time, including at confirmation of an award, the resolution of a statutes of limitation defense to any Claim shall be decided de novo by a court of competent jurisdiction rather than by the arbitrator(s). Otherwise, any dispute concerning this Dispute Resolution Provision or whether a Claim is arbitrable shall be determined by the arbitrator(s), except as otherwise set forth in this Dispute Resolution Provision.
- (i) The arbitrator(s) shall have the power to award legal fees and costs relating to the arbitration proceeding and any related litigation or arbitration, pursuant to the terms of this Agreement. The arbitrator(s) shall provide a written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed and have judgment entered and enforced.
- (i) This subparagraph applies to Claims brought in a California state court: Any Claim which is not arbitrated and which is brought by any Party in a California state court shall be resolved by a general reference to a referee (or a panel of referees) as provided in California Code of Civil Procedure Section 638. The referee (or presiding referee of the panel) shall be a retired Judge or Justice of the California state court system. The referee(s) shall be selected by mutual written agreement of the parties. If the parties do not agree, the referee(s) shall be selected by the Presiding Judge of the Court (or his or her representative) as provided in California Code of Civil Procedure Section 640. The referee(s) shall hear and determine all issues relating to the Claim, whether of fact or of law, and shall do so in accordance with the laws of the Governing Law State and the California rules of evidence and civil procedure, and shall report a statement of decision. The referee(s) shall be empowered to enter equitable as well as legal relief, provide all temporary or provisional remedies, enter equitable and legal orders that will be binding on the parties, and rule on any motion which would be authorized in court litigation, including without limitation motions to dismiss, for summary judgment, or for summary adjudication. The referee(s) shall award legal fees and costs (including the fees of the referee(s)) relating to the judicial reference proceeding, and to any related litigation or arbitration, in accordance with the terms of this Agreement. The award that results from the decision of the referee(s) shall be entered as a judgment in the court that appointed the referee(s), in accordance with the provisions of California Code of Civil Procedure Sections 644(a). Pursuant to California Code of Civil Procedure Sections 645, the parties reserve the right to seek appellate review of any judgment or order, including but not limited to, orders pertaining to class certification, to the same extent permitted in a court of law.
- (k) The filing of a court action is not intended to constitute a waiver of the right of any Party, including the suing Party, thereafter to require submittal of the Claims to arbitration, unless the Party fails to make such demand

- for arbitration within ninety (90) days following the filing of the court action.
- (I) This Dispute Resolution Provision does not limit the right of any Party to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or non-judicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights; or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies.
- (m) Any arbitration or court trial (whether before a judge or jury or pursuant to judicial reference) of any Claim will take place on an individual basis without resort to any form of class or representative action (the "Class Action Waiver"). THE CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM.
  Regardless of anything else in this Dispute Resolution Provision, the validity and effect of the Class Action Waiver may be determined only by a court or referee and not by an arbitrator. The Parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the Parties and is nonseverable from the agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then the Parties' agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. THE PARTIES ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL A CLASS ACTION BE ARBITRATED.
- (n) The arbitration proceedings shall be private. All documents, transcripts, and filings received by any Party shall not be disclosed by the recipient to any third parties other than attorneys, accountants, auditors, and financial advisors acting in the course of their representation, or as otherwise ordered by a court of competent jurisdiction. Any award also shall be kept confidential, although this specific requirement shall be void once the award must be submitted to a court for enforcement. The Parties agree that injunctive relief, including a temporary restraining order, from a trial court is the appropriate relief for breach of this paragraph, and they waive any security or the posting of a bond as a requirement for obtaining such relief.
- (o) By agreeing to binding arbitration or judicial reference, the Parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any Claim. Furthermore, without intending in any way to limit this agreement to arbitrate or for judicial reference, to the extent any Claim is not arbitrated or submitted to judicial reference, the Parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of such Claim. This waiver of jury trial shall remain in effect even if the Class Action Waiver is limited, voided or found unenforceable. WHETHER THE CLAIM IS DECIDED BY ARBITRATION, JUDICIAL REFERENCE OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS DISPUTE RESOLUTION PROVISION IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW. EACH PARTY HERETO (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER DOCUMENTS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION AND (iii) CERTIFIES THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE.

#### **MISCELLANEOUS**

32. Bank's Liability; Indemnity. Bank shall not be liable to Borrower or Guarantor for any indirect, consequential, punitive, or special damages of any kind or nature arising in connection with the Loan, the Loan Documents, the Collateral or the Indebtedness. Borrower agrees to indemnify, defend and hold Bank, its parent and affiliates, and its and their officers, directors, employees and agents harmless from and against all loss, liability and expense, including reasonable attorney's fees and expenses, of whatever kind and nature, imposed on, incurred by or asserted against Bank that in any way relate to or arise out of the Loan, the Loan Documents, the Collateral or the Indebtedness, including but not limited to: (a) the Bank complying with instructions the Bank reasonably believes are made by any individual authorized by Borrower to give such instructions; (b) the Bank's reliance on any Communication executed using an Electronic Signature, or in the form of an Electronic Record that the Bank reasonably believes is made by any such authorized individual (c) the selection, manufacture, purchase, acceptance or rejection of any item of the Collateral or the ownership of the Collateral; (d) the delivery, lease, possession, maintenance, use, condition, return or operation of the Collateral; (e) payment of property, use, franchise or other taxes imposed on the Collateral when payment of said taxes is demanded or requested from Bank by any taxing authority; (f) any patent or copyright

- infringement; (g) the conduct of Borrower or any Provider, and their respective officers, employees and agents; and (h) a breach by Borrower of any of its covenants or obligations hereunder. This provision shall survive expiration or termination of this Agreement.
- 33. Borrower Information; Reporting to Credit Bureaus. Borrower authorizes Bank at any time to verify or check any information given by the Borrower to Bank, check Borrower's credit references, verify employment, and obtain credit reports. Borrower agrees that Bank shall have the right at all times to disclose and report to credit reporting agencies and credit rating agencies such information pertaining to Borrower and Guarantor as is consistent with Bank's policies and practices from time to time in effect.
- 34. Binding Effect; Assignment. This Agreement is binding upon and shall inure to the benefit of Borrower, Guarantor and Bank and each of their respective successors, heirs, personal representatives and permitted assigns, if any. Borrower and Guarantor may not assign this Agreement without the express written consent of Bank. Bank may assign its rights and obligations under this Agreement at any time without the consent of Borrower or Guarantor. Borrower and Guarantor agree that the rights of Bank's assignee will not be subject to claims, defenses or setoffs that Borrower or Guarantor may have against Bank. Borrower and Guarantor will pay Bank's assignee hereunder regardless of any claims, defenses or setoffs that Borrower or Guarantor may have against Bank. Borrower and Guarantor agree that Bank is not an agent of a third party assignee of Bank and that Bank has no affiliation with such assignee except for such assignment.
- 35. Disclaimer of Warranties. Bank makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for use of the Collateral or any other warranty or representation, express or implied, with respect thereto. Borrower acknowledges that Borrower independently selected and determined the suitability of the Collateral for Borrower's intended use, without being advised by Bank. In no event shall Bank be liable for any loss or damage in connection with or arising out of the existence, furnishing, functioning or Borrower's use of any item or products or services financed by the Loan. No vendor, dealer, seller, distributor, consultant, supplier, broker or salesperson is an agent of Bank or its assignee with respect to the Loan, the Loan Documents, the Collateral or the Indebtedness, nor are they authorized to waive or alter the terms of the Loan Documents, and their representations shall in no way affect Borrower's or Bank's rights and obligations as herein set forth. Borrower has no, and waives, discharges and releases all, and agrees not to assert any, defenses affirmative or otherwise, rights of setoff, rights of recoupment, claims, counterclaims, actions or causes of action of any kind or nature whatsoever against Bank, directly or indirectly, arising out of, based upon, or in any manner connected with the Loan, the Loan Documents, the Collateral, the Indebtedness, or the Business and any and all related assets being purchased and financed by Borrower with the proceeds of the Loan, or any related transaction, event, circumstance, action, failure to act, or occurrence of any sort or type, whether known or unknown, which occurred, existed, was taken, permitted, or begun prior to the execution of this Agreement.
- **36. Inspection.** Upon prior notice, Borrower shall permit any authorized representatives designated by Bank, at Bank's expense, so long as Borrower is indebted to Bank or this Agreement is in effect, to visit and inspect any of the properties of Borrower, and its subsidiaries, affiliates or divisions, the Collateral therein situated, and the books of account of Borrower, and to make copies and take extracts therefrom, and to discuss Borrower's affairs, finances and accounts with Borrower, and its officers, agents and accountants, all at such reasonable times and as often as requested.
- **37. Construction.** The parties have participated jointly in the negotiation and review of this Agreement, and, in the event of any ambiguity or question of intent or interpretation, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- 38. Independent Review and Advice. Borrower and Guarantor are advised to seek independent legal, tax and financial counsel regarding this Agreement. In the event that they decline to seek such counsel, it is intended to be a waiver thereof, and that such waiver has been freely given. Borrower and Guarantor warrant and represent to Bank that they have received a complete copy of this Agreement and have read same and in so doing have obtained legal counsel or had the opportunity to consult with legal counsel in this regard. Borrower and Guarantor acknowledge that no one else made any promise, representation or warranty whatsoever, express or implied, concerning this Agreement and further acknowledge that they have not executed this Agreement in reliance on any such promise, representation or warranty.
- **39. No Novation.** Borrower and Guarantor expressly agree that any existing Indebtedness of Borrower to Bank, which may be refinanced by this Agreement, shall not constitute a novation and that all rights, powers, liens, titles and estates created by virtue of past obligations, and the security interests therein given by Borrower or Guarantor to Bank, are hereby acknowledged as valid and existing liens against the Collateral.

- **40. No Third Party Beneficiaries.** Borrower and Guarantor intend that the benefits of this Agreement shall inure only to Borrower, Guarantor and Bank. Notwithstanding anything contained herein, or any conduct or course of conduct by any party hereto, before or after signing this Agreement, this Agreement shall not be construed as creating any right, claim or cause of action against Borrower, Guarantor or Bank by any other person or entity, other than Bank's assignee or holder by assignment of this Agreement.
- 41. No Waivers; Cumulative Remedies. No delay on the part of Bank or of the owner or holder of this Agreement in exercising any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth in this Agreement are cumulative and not exclusive to any rights or remedies that Bank or any subsequent owner or holder of this Agreement would otherwise have.
- 42. Notices. Unless otherwise provided in this Agreement or in another agreement between the Bank and the Borrower, all notices required under this Agreement shall be personally delivered or sent by first class mail, postage prepaid, or by overnight courier, to the addresses on the signature page of this Agreement, or sent by facsimile to the fax number(s) listed on the signature page, or to such other addresses as the Bank and the Borrower may specify from time to time in writing (any such notice a "Written Notice"). Any such Written Notices sent by (a) the Bank to any Borrower shall be sent to such Borrower's address as recorded in the Bank's records and (b) if to Guarantor, at the name and address specified for Guarantor in this Agreement and any separate contract of guaranty. If to Bank, shall be sent to: Bank of America, N.A., Gateway Village - 900 Building, NC1-026-06, 900 W. Trade Street, Charlotte, NC 28255. Written Notices shall be effective (i) if mailed, upon the earlier of receipt or five (5) days after deposit in the U.S. mail, first class, postage prepaid, (ii) if telecopied, when transmitted, or (iii) if hand-delivered, by courier or otherwise (including telegram, lettergram or mailgram), when delivered. In lieu of a Written Notice, notices and/or communications from the Bank to the Borrower may, to the extent permitted by law, be delivered electronically (i) by transmitting the communication to the electronic address provided by the Borrower or to such other electronic address as the Borrower may specify from time to time in writing, or (ii) by posting the communication on a website and sending the Borrower a notice to the Borrower's postal address or electronic address telling the Borrower that the communication has been posted, its location, and providing instructions on how to view it (any such notice, an "Electronic Notice"). Electronic Notices shall be effective when the communication, or a notice advising of its posting to a website, is sent to the Borrower's electronic address.
- **43. Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.
- **44. Supersession and Merger.** This Agreement and any rider, addendum, or amendment executed in connection with it, constitute the entire agreement among the parties hereto, and supersedes all prior or contemporaneous agreements and understandings, both written and oral, among the parties with respect to the subject matter of it. All representations and negotiations, oral or written, concerning the subject of this Agreement are fully merged into this Agreement. Borrower and Guarantor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by Bank, or by anyone acting on behalf of Bank, that are not embodied in this Agreement, and that no other agreement, statement, or promise, oral or otherwise, shall be valid or binding if it is not contained in this Agreement, or in any document or writing relating to this Agreement and signed by Bank.
- 45. Electronic Records and Signatures. This Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each a "Communication"), including Communications required to be in writing, may, if agreed by Bank, be in the form of an Electronic Record and may be executed using Electronic Signatures, including, without limitation, facsimile and/or .pdf. Each Borrower and each Guarantor agree that any Electronic Signature (including, without limitation, facsimile or .pdf) on or associated with any Communication shall be valid and binding on each Borrower and each Guarantor to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of each Borrower and each Guarantor enforceable against each Borrower and each Guarantor in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered to Bank. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by Bank of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another

format, for transmission, delivery and/or retention. Bank may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("<u>Electronic Copy</u>"), which shall be deemed created in the ordinary course of Bank's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, Bank is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by Bank pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent Bank has agreed to accept such Electronic Signature, Bank shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any Borrower or Guarantor without further verification and (b) upon the request of Bank any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

- **46. Amendments.** This Agreement may only be amended by a writing signed by the parties hereto; which, to the extent expressly agreed to by Bank in its discretion, may include being amended by an Electronic Record signed by the parties hereto using Electronic Signatures pursuant to the terms of this Agreement.
- 47. Conversion to Paper Original. At the Bank's discretion the authoritative electronic copy of this Agreement ("Authoritative Copy") may be converted to paper and marked as the original by the Bank (the "Paper Original"). Unless and until the Bank creates a Paper Original, the Authoritative Copy of this Agreement: (1) shall at all times reside in a document management system designated by the Bank for the storage of authoritative copies of electronic records, and (2) is held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Original, the parties hereto acknowledge and agree that: (1) the electronic signing of this Agreement also constitutes issuance and delivery of the Paper Original, (2) the electronic signature(s) associated with this Agreement, when affixed to the Paper Original, constitutes legally valid and binding signatures on the Paper Original, and (3) the respective obligations of the Borrower and Guarantor will be evidenced by the Paper Original after such conversion.
- **48. No Plan Assets.** The Borrower represents that, as of the date hereof and throughout the term of this Agreement, no Borrower or Guarantor, if any, is (1) an employee benefit plan subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (2) a plan or account subject to Section 4975 of the Internal Revenue Code of 1986 (the "Code"); (3) an entity deemed to hold "plan assets" of any such plans or accounts for purposes of ERISA or the Code; or (4) a "governmental plan" within the meaning of ERISA.
- 49. Government Sanctions. (a) The Borrower represents that neither the Borrower, any Grantor, any Guarantor (herein for this paragraph collectively "Obligor"), nor any of their respective affiliated entities, including in the case of any Borrower or Obligor that is not a natural person, subsidiaries nor, to the knowledge of the Borrower, any owner, trustee, director, officer, employee, agent, affiliate or representative of the Borrower or any Obligor is an individual or entity ("Person") currently the subject of any sanctions administered or enforced by the United States Government, including, without limitation, the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, "Sanctions"), nor is the Borrower or any Obligor located, organized or resident in a country or territory that is the subject of Sanctions. (b) The Borrower represents and covenants that it will not, directly or indirectly, use the proceeds of the credit provided under this Agreement, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person, to fund any activities of or business with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions, or in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions.
- **50. Beneficial Ownership Certification.** The information included in the Beneficial Ownership Certification most recently provided to the Bank, if applicable, is true and correct in all respects.
- **51. Patriot Act; Beneficial Ownership Regulation.** Promptly following any request therefor, to provide information and documentation reasonably requested by the Bank for purposes of compliance with applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act and the Beneficial Ownership Regulation.
- **52. KYC Information.** Upon the request of the Bank, the Borrower shall have provided to the Bank, and the Bank shall be reasonably satisfied with, the documentation and other information so requested in connection with applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act; and, if the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, it shall have

provided a Beneficial Ownership Certification to the Bank if so requested.

- **53. Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- **54. Definitions.** As used in this Agreement, the capitalized terms set forth below shall have the following meanings: (a) "Bank" means Bank of America, N.A., and its affiliates, successors and assigns; (b) "Beneficial Ownership Certification" means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation; (c) "Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230; (d) "Borrower" means the individual or individuals, or entity or entities, whose name or names appears on the first page of this Agreement, and its successors and assigns; (e) "Business" means the trade, practice, profession or business of Borrower or Guarantor that directly benefits from the proceeds of the Loan, or which was relied upon by the Bank in its decision to make the Loan; (f) "Collateral" means all of the business personal property and business assets of Borrower, and if applicable, any Guarantor, wherever located, and now owned or hereafter acquired, including without limitation: (i) accounts, including health care receivables; (ii) chattel paper, including electronic chattel paper; (iii) goods and inventory, including software; (iv) equipment; (v) instruments, including promissory notes; (vi) investment property; (vii) documents; (viii) deposit accounts; (ix) letters-of-credit and letter-of-credit rights; (x) general intangibles, including payment of intangibles, goodwill, licenses, intellectual property and tax returns; (xi) commercial tort claims, and supporting obligations; (xii) fixtures, including furnishings and improvements; (xiii) a purchase money security interest in any and all of the Collateral, including but not limited to, equipment, goods and inventory purchased using the proceeds from Loan; and, (xiv) to the extent not listed in the foregoing, all additions, parts, accessories, accessions, and appurtenances appertaining or attaching thereto, and all other substitutions, replacements, renewals and improvements of any of the foregoing, and all proceeds, products, rents, issues, income, profits and avails of the foregoing, including proceeds from insurance from the loss, theft, or destruction of the Collateral. In addition, the term "Collateral" includes all proceeds, products and supporting obligations of the Collateral, including but not limited to all stock rights, subscription rights, dividends, stock dividends, stock splits, or liquidating dividends, and all cash, money, accounts, chattel paper, electronic chattel paper, instruments, investment property, promissory notes and general intangibles arising from the sale, rent, lease, casualty loss or other disposition of the Collateral, and any Collateral returned to, repossessed by or stopped in transit by Borrower, or if applicable, by Guarantor, and all insurance claims relating to any of the Collateral. The term "Collateral" further includes all of Borrower's, or if applicable, all of Guarantor's, right, title and interest in and to all customer lists, files and records, and books, records and data relating to the Collateral identified above, regardless of the form of media containing such information or data, and all software necessary or desirable to use any of the Collateral identified above or to access, retrieve or process any of such information or data. Where the Collateral is in the possession of Bank or Bank's agent, Borrower, or if applicable, Guarantor, agrees to deliver to Bank any property that represents an increase in the Collateral or the profits or proceeds of the Collateral. (g) "Effective Date" means the date set forth on page one (1) of this Agreement; (h) "Events of Default" means those actions or inactions specified in the section of this Agreement captioned "Events of Default"; (i) "Governmental Authorities" means, collectively, any federal, state or local government, and other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any department, agency or instrumentality thereof; (j) "Grantor" means any person, individual or entity, including any Borrower or Guarantor, who mortgages, pledges, assigns, transfers, conveys or sets over any interest, in whole or in part, in the Collateral, or any other legal or equitable interest in any real or personal or tangible or intangible property as security for repayment of the Indebtedness; (k) "Guarantor" means, collectively, jointly and severally, the entity or entities, or the individual or individuals, whose names appear after the end of the Guaranty section of this Agreement for the signature(s) of Guarantor(s), or on any other guaranty agreement of the Indebtedness; (I) "Indebtedness" means the Loan plus all interest, fees and expenses due or to become due to Bank pursuant to the terms hereof, including all interest, fees and expenses incurred in connection therewith and any of the foregoing that arises after the filing of a petition by or against Borrower under the United States Bankruptcy Code, even if the indebtedness, liabilities and obligations are not allowed claims under the United States Bankruptcy Code provided however, that the term "Indebtedness" shall not include: (i) unsecured indebtedness, obligations, debts or liabilities of the Borrower and Guarantor to the Bank, whether or not it is expressly stated that the indebtedness. obligations, debts or liabilities are unsecured; (ii) business and commercial credit cards, including corporate and purchasing cards, secured by personal property; (iii) any indebtedness, obligations, debts or liabilities which are or may hereafter be "consumer credit" subject to the disclosure requirements of the Federal Truth in Lending Act or any regulation promulgated thereunder or (iv) any swap or other hedge obligation as to which, and only to the extent that, Borrower, Guarantor or Grantor's undertaking with respect to such swap or other hedge obligation is or becomes illegal under the Commodity Exchange Act because the applicable Borrower, Guarantor or Grantor does not constitute an "eligible contract participant" as defined in the act (determined after giving effect to any keepwell, support or other agreement for the benefit of such Borrower, Guarantor or Grantor and all guarantees of such

indebtedness, liabilities and obligations by the others) when such guaranty or grant of lien becomes effective with respect to such indebtedness, liabilities and obligations; (m) "Loan" means the loan made to Borrower or for the benefit of Borrower for the amount set forth as the "Loan Amount" on the first page of this Agreement; (n) "Loan Documents" means this Agreement, any and all promissory notes and any and all other documents, instruments, guarantees, certificates, agreements, loan agreements, security agreements, guaranties, deeds of trust, mortgages, assignments or other contracts with or for the benefit of Bank, or securing or evidencing payment of any Indebtedness of Borrower, or any Guarantor, previously, simultaneously or hereafter executed and delivered by Borrower, any Guarantor and any other person in connection with the Loan or any of the other Indebtedness, all as the same may be amended, modified, restated, substituted, extended and renewed at any time and from time to time; (o) "Maturity Date" means the date set forth on the first page of this Agreement as the "Maturity Date" on which date the final Monthly Payment is due under the Term, or, if sooner, the date on which Bank accelerates payment of the Loan; (p) "Payment Date" means the day of the month scheduled by Bank for the Monthly Payment; (q) "Provider" means any individual, person, vendor, dealer, seller, distributor, consultant, supplier, broker or salesperson or entity providing, furnishing, supplying or delivering services, labor, material, equipment or other goods to or for the benefit of Borrower; (r) "Term" means the period from the Effective Date until the final Payment Date for the last Monthly Payment; and (s) "UCC" means the Uniform Commercial Code, as adopted by and codified into the laws of the Governing Law State, as the same may be amended from time to time.

- 55. Financial Information. If requested by Bank by written notice to Borrower, Borrower shall provide the following financial information and statements in form and content acceptable to Bank, and such additional information as requested by Bank from time to time: Within one hundred twenty (120) days of Borrower's fiscal year end: (i) the annual financial statements of Borrower and each Guarantor certified and dated by an authorized financial officer. These financial statements may be internally prepared; and (ii) a properly completed signed and dated personal financial statement of each Borrower and Guarantor who is an individual on Bank's form with all questions fully answered and all schedules completed in their entirety, including all requested income and expense information and contingent liabilities disclosure; provided that, if the party providing the financial information uses his or her own automated financial statement, they may supplement the statement with supporting schedules, certifications or other details so that all information requested on Bank's financial statement form is provided in lieu of using such form; and (iii) copies of the federal income tax return(s) of Borrower and each Guarantor, including copies of any K-1s and all other schedules, in the form filed with the Internal Revenue Service (as well as any subsequent amendments or supplements); and (iv) a schedule of debt and debt service of the Borrower, and if applicable, any Guarantor, in form and content acceptable to the Bank; and (v) if requested by Bank, authentications of such documents (whether in the form of signed copies or otherwise) satisfactory to Bank or copies. If either of Borrower or Guarantor is requested by Bank to provide the financial statements referenced above, then if required by Bank of either or both Borrower or Guarantor, each such financial statement of Borrower or Guarantor must be accompanied by a certificate substantially in the form of the compliance certificate required by Bank, signed by the party submitting the information or, if such party is a business entity, an authorized financial officer of the party. The compliance certificate shall state whether there existed as of the date of such financial statements, and whether there exists as of the date of the certificate, any event of default under this Agreement and, if any such default exists, specifying the nature thereof and the action the party is asking and proposes to take with respect thereto. Bank reserves the right, upon written notice to Borrower, to require Borrower to deliver financial information and statements to Bank more frequently than as otherwise provided herein, and to use such additional information and statements to measure any applicable financial covenants in this Agreement.
- 56. Global Cash Flow to Debt Service Coverage Covenant. At all times during the term of this Agreement, the Borrower must maintain a Global Cash Flow to Debt Service Coverage Ratio of no less than X.XX to 1.00. For purposes of measuring this covenant, "Global Cash Flow To Debt Service" is defined as the sum of the net profit from all of the Professional Practices of the Borrower and/or Guarantors (herein for this covenant collectively "Obligors") and, if applicable, any management company of Obligors, plus owner's compensation, plus all W-2 compensation of any Guarantors that are non-owners, plus interest expense, plus depreciation expense, plus amortization expense, plus automobile expense, plus (or minus) Net Cash Flow of Obligors' real estate holdings unrelated to any Professional Practices, plus Net Operating Income of Obligors' real estate holdings directly related to the Professional Practices and, if applicable, any management company of Obligors, plus (or minus) state or federal income taxes divided by Debt Service, as of the end of the first full calendar year of the Term of the Loan, and continuing thereafter for the remaining Term of the Loan. Also, for purposes of measuring this covenant, "Debt Service" equals, for the Professional Practices of Obligors, the aggregate debt payments of principal and interest of Obligors, plus capital lease payments, plus personal living expenses of Obligors who are individuals. Also, for the purposes of measuring this covenant, "Net Operating Income" equals net profit from real estate holdings, plus interest expense, plus depreciation expense, plus amortization expense. Also, for the purposes of measuring this covenant, "Net Cash

Flow" equals net profit from real estate holdings of Obligors who are individuals, plus interest expense, plus depreciation expense, less annual mortgage payments.

# 57. Prepayments and Partial Payments.

- (a) Borrower may not pay off the Loan in whole during the first twenty four (24) months from the last date the proceeds of the Loan were fully disbursed ("Full Disbursement Date"). Thereafter, Borrower may payoff the Loan by paying to Bank an amount equal to: (a) the then outstanding principal balance, plus accrued interest computed on a simple interest basis and any other sums due Bank at the time of payoff, plus (b) a prepayment premium equal to three percent (3.00%) of the original principal balance, if payoff occurs in year three (3) from the Full Disbursement Date; two percent (2.00%) of the original principal balance, if payoff occurs in year four (4) from the Full Disbursement Date; and one percent (1.00%) of the original principal balance, if payoff occurs in year five (5) from the Full Disbursement Date. No prepayment premium shall be assessed on a payoff of the Loan after year five (5) from the Full Disbursement Date. Borrower shall pay the prepayment premium due hereunder whether the payoff is voluntary or involuntary. Borrower is required to contact Bank's Payoff Department at 1-888-400-9009 to obtain a payoff statement for the Loan.
- (b) Notwithstanding anything to the contrary herein contained, Borrower may at any time make payments to Bank to reduce the principal balance, provided however, that Borrower agrees it will not tender a payment to reduce the principal balance as a payoff of the entire balance of the Loan, unless said payment for payoff of the Loan is submitted to Bank along with a payoff statement obtained by Borrower from Bank's Payoff Department. Borrower is required to contact Bank's Payoff Department at 1-888-400-9009 to obtain a payoff statement for the Loan. Any payments made to reduce the principal balance, as permitted herein, shall not result in a change or increase in the monthly payments due under this Agreement or the interest rate charged on the Loan.

The undersigned signer represents, covenants and warrants to Bank that he or she is signing this Agreement as the duly authorized sole proprietor, owner, sole shareholder, officer, member, managing member, partner, trustee, principal, agent or representative of Borrower, and further acknowledges and confirms to Bank that by said signature he or she has read and understands all of the terms and provisions contained in this Agreement and agrees and consents to be bound by them. This Agreement and any instrument or agreement required hereunder, are within the Borrower's powers, have been duly authorized, and do not conflict with any of its organizational papers. The individuals signing this Agreement on behalf of each Borrower are authorized to sign such documents on behalf of such entities.

Воі	rrower Name	
Ву:	DO NOT EXECUTE Signer, Title	

#### **GUARANTY**

Borrower:

- 1. **Guaranty.** To the extent applicable, all of the terms and conditions in the foregoing sections of this Agreement apply to each Guarantor, and are incorporated into and made part of these provisions for this guaranty. Each Guarantor absolutely, unconditionally, jointly and severally guarantees the prompt payment when due of all Indebtedness. If Borrower fails to pay all or any part of any Indebtedness when due, Guarantor shall immediately pay to Bank the outstanding balance of all Indebtedness, regardless of whether or not Bank first pursues Borrower or exhausts any of its rights or remedies against Borrower or the Collateral. If Guarantor consists of more than one individual or entity, each Guarantor shall be jointly and severally liable to Bank with respect to all guaranteed obligations, including, without limitation, the Indebtedness.
- 2. **Inducement to Bank.** Each Guarantor: (a) acknowledges that Bank would not have extended any credit, including credit evidenced by the Indebtedness, to Borrower but for the guaranty; (b) represents and warrants that Guarantor has given its guaranty to induce Bank to extend and to continue to extend credit to Borrower; (c) agrees that Bank may rely on the guaranty in extending future credit to Borrower; (d) represents and warrants that each Guarantor has received good and valuable consideration for the guaranty; (e) waives acceptance of the guaranty; (f) represents and warrants that

Guarantor has not given the guaranty in reliance upon the existence of any Collateral; (g) acknowledges receipt of notice of all Indebtedness existing before the date Guarantor signs this Agreement; (h) waives notice of any increases in the Indebtedness incurred after this date; and (i) waives protest and all other notices of failure to pay the Indebtedness or to perform any agreement relating to any Indebtedness or the Collateral.

- 3. **No Reliance.** Each Guarantor: (a) warrants that he/she/it has not relied on any information about Borrower, the Collateral, or any other guarantor of the Indebtedness in providing its guaranty of the Indebtedness; (b) warrants that Guarantor has had ample opportunity to investigate Borrower, Borrower's affairs, the Collateral, and the effect that the Indebtedness will have on Borrower; and (c) agrees that Bank has no obligation to provide Guarantor any information about Borrower or the Collateral.
- 4. **Setoff.** (a) In addition to any rights and remedies of Bank provided by law, upon the continuation of any uncured Event of Default, each Guarantor grants to Bank a security interest in, and the contractual right to set off and apply, at any time, any and all Property of Guarantor held by Bank or any of its affiliates or subsidiaries against any and all Indebtedness owing to Bank. The set-off may be made irrespective of whether or not Bank shall have made demand under this Agreement or any guaranty, and although such Indebtedness may be contingent or unmatured or denominated in a currency different from that of the applicable Property. (b) The set-off may be made without prior notice to the Guarantor or any other party, any such notice being waived by Guarantor to the fullest extent permitted by law. Bank agrees promptly to notify Guarantor after any such set-off and application; however, the failure to give such notice shall not affect the validity of the set-off and application. (c) For the purposes of this "Setoff" section: "Property" means any deposits (general or special, time or demand, provisional or final, individual or joint) and any instruments, securities, documents, chattel paper, credits, and any other property, rights, and interests of Guarantor that comes into the possession or custody or under control of Bank or any of its affiliates or subsidiaries. TO THE EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO REQUIRE BANK TO EXERCISE ITS REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL THAT SECURES THE LIABILITIES PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS, OR OTHER PROPERTY OF GUARANTOR, ARE HEREBY VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVED. Notwithstanding anything contained herein, the Bank hereby waives any right of set-off in the account of Guarantor into which government payments in respect of the Medicare and Medicaid programs are made.
- 5. **Bank's Actions.** Without notice to or the consent of any Guarantor, Bank may do or refrain from doing anything affecting any Indebtedness or any Collateral, including, without limitation, the following: (a) granting or not granting any indulgences to anyone liable for payment of any Indebtedness or any Collateral; (b) failing to obtain or to perfect any Collateral; (c) failing to obtain an enforceable agreement to repay any Indebtedness; (d) releasing any Collateral or anyone or any property from liability for payment of any Indebtedness; (e) changing any agreement relating to any Indebtedness or any Collateral; (f) extending the time for payment of any Indebtedness; and (g) delaying in enforcing or failing to enforce any rights to payment of any Indebtedness or rights against any Collateral. Each Guarantor hereby waives all suretyship and other similar defenses, including, without limitation: (i) notice of any default hereunder or under any of the other Loan Documents and notice of all indulgences; (ii) notice of any increase in the amount of any portion of or all of the Indebtedness; (iii) demand for observance, performance or enforcement of any of the terms or provisions of this Agreement, any of the other Loan Documents, or any other agreements, instruments or documents relating to the Indebtedness; (iv) all errors and omissions in connection with Bank's administration of the Indebtedness; (v) any right or claim of right to cause a marshalling of the assets of Borrower; and (vi) any act or omission of Bank which changes the scope of Guarantor's risk hereunder.
- 6. **Subordination; Subrogation.** If Guarantor shall advance any sums to Borrower or if Borrower shall hereafter become indebted to Guarantor, such sums and indebtedness shall be subordinate in payment in all respects to the Indebtedness then or thereafter due and owing to Bank under the Loan Documents until all of the Indebtedness has been indefeasibly paid in full. Nothing herein contained shall be construed to give Guarantor any right of subrogation in and to this Agreement or the other Loan Documents or all or any part of Bank's interest therein, until the Indebtedness shall have been indefeasibly paid in full.
- 7. **Reinstatement.** If at any time any payment, or portion thereof, made by, or for the account of, Borrower or Guarantor on account of any of the Indebtedness hereunder or under any of the Loan Documents is set aside by any court or trustee having jurisdiction as a voidable preference or fraudulent conveyance or must otherwise be restored or returned by Bank to Borrower or to Guarantor under any insolvency, bankruptcy or other federal and state laws or as a result of any dissolution, liquidation or reorganization of Borrower or upon, or as a result of, the appointment of any receiver, intervenor or conservator of, or trustee, or similar officer for Borrower, or any substantial part of its properties or assets, Guarantor hereby agrees that the Indebtedness hereunder shall continue and remain in full force and effect or be reinstated, as the case may be, all as though such payments(s) had not been made.

- 8. **Continuing Guaranty.** This is a continuing guaranty and may not be terminated or revoked by Guarantor unless and until all Indebtedness to Bank has been indefeasibly paid in full in cash and Bank has no commitment to provide credit to Borrower.
- 9. Choice of Law; Jurisdiction; Venue. Except to the extent that any law of the United States may apply, this Agreement shall be governed and interpreted according to the internal laws of Borrower's principal place of business (the "Governing Law State"), without regard to any choice of law, rules or principles to the contrary. However, the charging and calculating of interest on the obligations under this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina and applicable federal law. Nothing in this paragraph shall be construed to limit or otherwise affect any rights or remedies of Bank under federal law. Borrower, Guarantors and Bank agree and consent to be subject to the personal jurisdiction of any state or federal court located in the Governing Law State so that trial shall only be conducted by a court in that state.
- 10. Waiver of Class Actions. The terms "Claim" or "Claims" refer to any disputes, controversies, claims, counterclaims, allegations of liability, theories of damage, or defenses between Bank, on the one hand, and the other parties to this Agreement, on the other hand (all of the foregoing each being referred to as a "Party" and collectively as the "Parties"). Whether in state court, federal court, or any other venue, jurisdiction, or before any tribunal, the Parties agree that all aspects of litigation and trial of any Claim will take place without resort to any form of class or representative action. Thus the Parties may only bring Claims against each other in an individual capacity and waive any right they may have to do so as a class representative or a class member in a class or representative action. THIS CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM.
- 11. **Dispute Resolution Provision.** This section and the subsections below are referred to as the "Dispute Resolution Provision." Bank and the Guarantor (and any other party to this Agreement) agree that this Dispute Resolution Provision is a material inducement for their entering into this Agreement.
  - (a) This Dispute Resolution Provision concerns the resolution of any disputes, controversies, claims, counterclaims, allegations of liability, theories of damage, or defenses (collectively, a "Claim" or "Claims") between Bank, on the one hand, and Guarantor and any obligor, on the other hand (each side being, for the purposes of this Dispute Resolution Provision, a "Party" and the two sides together being the "Parties"), regardless of whether based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether foreseen or unforeseen, suspected or unsuspected, or fixed or contingent at the time of this Agreement, including but not limited to Claims that arise out of or relate to: (i) this Agreement (including any renewals, extensions or modifications); or (ii) any document related to this Agreement. For the purposes of this Dispute Resolution Provision only, the terms "Bank" or Party or Parties (to the extent referring to or including Bank) shall include any parent corporation, subsidiary or affiliate of Bank.
  - (b) The Parties agree that at the request of any Party to this Agreement, any Claim shall be resolved by binding arbitration. The Claims shall be governed by the laws of the Governing Law State, without regard to its conflicts of law principles. The Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the "Act"), shall apply to the construction, interpretation, and enforcement of this Dispute Resolution Provision, as well as to the confirmation of or appeal from any arbitration award.
  - (c) Arbitration proceedings will be determined in accordance with the Act, the then-current Commercial Finance rules and procedures of the American Arbitration Association or any successor thereof ("AAA") (or any successor rules for arbitration of financial services disputes), and the terms of this Dispute Resolution Provision. In the event of any inconsistency, the terms of this Dispute Resolution Provision shall control. The arbitration shall be administered by the Parties and not the AAA and shall be conducted, unless otherwise required by law, at a location selected solely by Bank in any U.S. state where real or tangible personal property collateral for this credit is located or where Borrower has a place of business. If there is no such state, Bank shall select a location in the Governing Law State.
  - (d) If aggregate Claims are One Million Dollars (\$1,000,000) or less:
    - (i) All issues shall be heard and determined by one neutral arbitrator. The arbitrator shall have experience with commercial financial services disputes and, if possible, prior judicial experience, and shall be selected pursuant to the AAA "Arbitrator Select: List and Appointment" process, to be initiated by Bank. If the AAA "Arbitrator Select: List and Appointment" process is unavailable, Bank shall initiate any successor process offered by the AAA or a similar process

- offered by any other nationally recognized alternative dispute resolution organization.
- (ii) Unless the arbitrator has a dispositive motion under advisement or unforeseeable and unavoidable conflicts arise (as determined by the arbitrator), all arbitration hearings shall commence within ninety (90) days of the appointment of the arbitrator, and under any circumstances the award of the arbitrator shall be issued within one hundred twenty (120) days of the appointment of the arbitrator.
- (iii) A Party shall be entitled to take no more than two (2) fact depositions, one or both of which may be taken in accordance with Fed. R. Civ. P. 30(b)(6), plus depositions of any experts designated by the other Party, each of seven (7) hours or less, during pre-hearing discovery.
- (iv) There shall be no written discovery requests except a Party may serve document requests on the other Party not to exceed twenty (20) in number, including subparts. The requests shall be served within forty-five (45) days of the appointment of the arbitrator and shall be responded to within twenty-one (21) days of service.
- (e) If aggregate Claims exceed One Million Dollars (\$1,000,000):
  - (i) The issues shall be heard and determined by one neutral arbitrator selected as above unless either Party requests that all issues be heard and determined by three (3) neutral arbitrators. In that event, each Party shall select an arbitrator with experience with commercial financial services disputes, and the two arbitrators shall select a third arbitrator, who shall have prior judicial experience. If the arbitrators cannot agree, the third arbitrator shall be selected pursuant to the AAA "Arbitrator Select: List and Appointment" process, to be initiated by Bank.
  - (ii) Unless the arbitrator(s) have a dispositive motion under advisement or other good cause is shown (as determined by the arbitrator(s)), all arbitration hearings shall commence within one hundred twenty (120) days of the appointment of the arbitrator(s), and under any circumstances the award of the arbitrator(s) shall be issued within one hundred eighty (180) days of the appointment of the arbitrator(s).
  - (iii) A Party shall be entitled to take no more than five (5) fact depositions, one or more of which may be taken in accordance with Fed. R. Civ. P. 30(b)(6), plus depositions of any experts designated by the other Party, each of seven (7) hours or less, during pre-hearing discovery.
  - (iv) There shall be no written discovery requests except a Party may serve document requests on the other Party not to exceed thirty (30) in number, including subparts. The requests shall be served within forty-five (45) days of the appointment of the arbitrator(s) and shall be responded to within twenty-one (21) days of service.
- (f) Where a Party intends to rely upon the testimony of an expert on an issue for which the Party bears the burden of proof, the expert(s) must be disclosed within thirty (30) days following the appointment of the arbitrator(s), including a written report in accordance with Fed. R. Civ. P. 26(a)(2)(B). The arbitrator(s) shall exclude any expert not disclosed strictly in accordance herewith. The other Party shall have the right within thirty (30) days thereafter to take the deposition of the expert(s) (upon payment of the expert's reasonable fees for the in-deposition time), and to identify rebuttal expert(s), including a written report in accordance with Fed. R. Civ. P. 26(a)(2)(B).
- (g) The arbitrator(s) shall consider and rule on motions by the Parties to dismiss for failure to state a claim; to compel; and for summary judgment, in a manner substantively consistent with the corresponding Federal Rules of Civil Procedure. The arbitrator(s) shall enforce the "Apex" doctrine with regard to requested depositions of high-ranking executives of both Parties. The arbitrator(s) shall exclude any Claim not asserted within thirty (30) days following the demand for arbitration. This shall not prevent a Party from revising the calculation of damages on any existing theory. All discovery shall close at least one (1) week before any scheduled hearing date, and all hearing exhibits shall have been exchanged by the same deadline or they shall not be given weight by the arbitrator(s).
- (h) The arbitrator(s) will give effect to applicable statutes of limitation in determining any Claim and shall dismiss the Claim if it is barred by the statutes of limitation. For purposes of the application of any statutes of limitation, the service of a written demand for arbitration or counterclaim pursuant to the Notices provision of this Agreement is the equivalent of the filing of a lawsuit. At the request of any Party made at any time, including at confirmation of an award, the resolution of a statutes of limitation defense to any Claim shall be decided de novo by a court of competent jurisdiction rather than by the arbitrator(s). Otherwise, any dispute concerning this Dispute Resolution Provision or whether a Claim is arbitrable shall be determined by the arbitrator(s), except as otherwise set forth in this Dispute Resolution Provision.

- (i) The arbitrator(s) shall have the power to award legal fees and costs relating to the arbitration proceeding and any related litigation or arbitration, pursuant to the terms of this Agreement. The arbitrator(s) shall provide a written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed and have judgment entered and enforced.
- (j) This subparagraph applies to Claims brought in a California state court: Any Claim which is not arbitrated and which is brought by any Party in a California state court shall be resolved by a general reference to a referee (or a panel of referees) as provided in California Code of Civil Procedure Section 638. The referee (or presiding referee of the panel) shall be a retired Judge or Justice of the California state court system. The referee(s) shall be selected by mutual written agreement of the parties. If the parties do not agree, the referee(s) shall be selected by the Presiding Judge of the Court (or his or her representative) as provided in California Code of Civil Procedure Section 640. The referee(s) shall hear and determine all issues relating to the Claim, whether of fact or of law, and shall do so in accordance with the laws of the Governing Law State and the California rules of evidence and civil procedure, and shall report a statement of decision. The referee(s) shall be empowered to enter equitable as well as legal relief, provide all temporary or provisional remedies, enter equitable and legal orders that will be binding on the parties, and rule on any motion which would be authorized in court litigation, including without limitation motions to dismiss, for summary judgment, or for summary adjudication. The referee(s) shall award legal fees and costs (including the fees of the referee(s)) relating to the judicial reference proceeding, and to any related litigation or arbitration, in accordance with the terms of this Agreement. The award that results from the decision of the referee(s) shall be entered as a judgment in the court that appointed the referee(s), in accordance with the provisions of California Code of Civil Procedure Sections 644(a). Pursuant to California Code of Civil Procedure Sections 645, the parties reserve the right to seek appellate review of any judgment or order, including but not limited to, orders pertaining to class certification, to the same extent permitted in a court of law.
- (k) The filing of a court action is not intended to constitute a waiver of the right of any Party, including the suing Party, thereafter to require submittal of the Claims to arbitration, unless the Party fails to make such demand for arbitration within ninety (90) days following the filing of the court action.
- (I) This Dispute Resolution Provision does not limit the right of any Party to: (i) exercise self help remedies, such as but not limited to, setoff; (ii) initiate judicial or non judicial foreclosure against any real or personal property collateral; (iii) exercise any judicial or power of sale rights; or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief, writ of possession or appointment of a receiver, or additional or supplementary remedies.
- (m) Any arbitration or court trial (whether before a judge or jury or pursuant to judicial reference) of any Claim will take place on an individual basis without resort to any form of class or representative action (the "Class Action Waiver"). THE CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CLAIM. Regardless of anything else in this Dispute Resolution Provision, the validity and effect of the Class Action Waiver may be determined only by a court or referee and not by an arbitrator. The Parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the Parties and is nonseverable from the agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then the Parties' agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. THE PARTIES ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL A CLASS ACTION BE ARBITRATED.
- (n) The arbitration proceedings shall be private. All documents, transcripts, and filings received by any Party shall not be disclosed by the recipient to any third parties other than attorneys, accountants, auditors, and financial advisors acting in the course of their representation, or as otherwise ordered by a court of competent jurisdiction. Any award also shall be kept confidential, although this specific requirement shall be void once the award must be submitted to a court for enforcement. The Parties agree that injunctive relief, including a temporary restraining order, from a trial court is the appropriate relief for breach of this paragraph, and they waive any security or the posting of a bond as a requirement for obtaining such relief.
- (o) By agreeing to binding arbitration or judicial reference, the Parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any Claim. Furthermore, without intending in any

way to limit this agreement to arbitrate or for judicial reference, to the extent any Claim is not arbitrated or submitted to judicial reference, the Parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of such Claim. This waiver of jury trial shall remain in effect even if the Class Action Waiver is limited, voided or found unenforceable. WHETHER THE CLAIM IS DECIDED BY ARBITRATION, JUDICIAL REFERENCE OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS DISPUTE RESOLUTION PROVISION IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW. EACH PARTY HERETO (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER DOCUMENTS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION AND (iii) CERTIFIES THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE.

The undersigned signer represents, covenants and warrants to Bank that he or she is signing this Agreement, individually, or as the duly authorized sole proprietor, owner, sole shareholder, officer, member, managing member, partner, trustee, principal, agent or representative of Guarantor, and further acknowledges and confirms to Bank that by said signature he or she has read and understands all of the terms and provisions contained in this Agreement and agrees and consents to be bound by them. This Agreement and any instrument or agreement required hereunder, are within the Guarantor's powers, have been duly authorized, and do not conflict with any of its organizational papers. The individuals signing this Agreement on behalf of each Guarantor are authorized to sign such documents on behalf of such entities.

### **Guarantor/Pledgor Name**

Ву:	DO NOT EXECUTE Signer, Title	
Notice TBD	Address:	

Federal law requires Bank of America, N.A. (the "Bank") to provide the following three notices. The notices are not part of the foregoing agreement or instrument and may not be altered. Please read the notices carefully.

## (1) USA PATRIOT ACT NOTICE

Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account or obtains a loan. The Bank will ask for the Borrower's legal name, address, tax ID number or social security number and other identifying information. The Bank may also ask for additional information or documentation or take other actions reasonably necessary to verify the identity of the Borrower, guarantors or other related persons.

Notices #2 and #3 apply only to individual Borrowers or Guarantors and individuals who are pledging collateral, granting a lien on real property or are otherwise obligated to the Bank ("Obligors"):

# (2) U.S. AFFILIATE SHARING NOTICE

From time to time the Bank may share information about the Obligor's experience with Bank of America Corporation (or any successor company) and its subsidiaries and affiliated companies (the "Affiliates"), including, but not limited to, the Bank of America Companies listed in notice #3 below. The Bank may also share with the Affiliates credit-related information contained in any applications, from credit reports and information it may obtain about the Obligor from outside sources.

If the Obligor is an individual, the Obligor may instruct the Bank not to share this information with the Affiliates. The Obligor can make this election by (1) visiting the Bank online at <u>bankofamerica.com/privacy</u> or (2) calling the Bank toll-free at 888.341.5000. To help the Bank complete the Obligor's request, the Obligor should include the Obligor's name, address, phone number, account number(s) and social security number.

If the Obligor makes this election, certain products or services may not be made available to the Obligor. This request will apply to information from applications, consumer reports and other outside sources only. Through the normal course of doing business, including servicing the Obligor's accounts and better serving the Obligor's financial needs, the Bank will continue to share transaction and account experience information, as well as other general information among the Affiliates.

### (3) AFFILIATE MARKETING NOTICE – YOUR CHOICE TO LIMIT MARKETING

- The Bank of America companies listed below are providing this notice #3.
- Federal law gives you the right to limit some but not all marketing from all the Bank of America affiliated companies. Federal law also requires us to give you this notice to tell you about your choice to limit marketing from all the Bank of America affiliated companies.
- You may limit all the Bank of America affiliated companies, such as the banking, loan, credit card, insurance and securities companies, from marketing their products or services to you based upon your personal information that they receive from other Bank of America companies. This information includes your income, your account history, and your credit score.
- Your choice to limit marketing offers from all the Bank of America affiliated companies will apply for at least 5
  years from when you tell us your choice. Before your choice to limit marketing expires, you will receive a renewal
  notice that will allow you to continue to limit marketing offers from all the Bank of America affiliated companies for
  at least another 5 years.
- You may tell us your choice to limit marketing offers, and you may tell us the choices for other customers who are
  joint account holders with you.
- This limitation will not apply in certain circumstances, such as when you have an account or service relationship with the Bank of America company that is marketing to you.
- For individuals with business purpose accounts, this limitation will only apply to marketing to individuals and not marketing to a business.

To limit marketing offers, contact us at 888.341.5000.

## **Bank of America Companies:**

This notice applies to all Bank of America U.S. legal entities that utilize the names:

Bank of America Banc of America U.S. Trust Merrill

These entities include banks and trust companies; credit card companies; brokerage and investment companies; and insurance and securities companies. In addition, this notice applies to the following Bank of America U.S. companies:

Managed Account Advisors LLC BAL Corporate Aviation, LLC BAL Energy Holding, LLC BAL Energy Management II, LLC BAL Investment & Advisory, Inc.

# **EXHIBIT K-2**

# PROMISSORY NOTE AND SECURITY AGREEMENT

		AND PARTIES. The date of this Promissory Note and Security Agreement (Loan Agreement) is The parties eir addresses are:
LEI	NDEF	R:
во	RRO	DWER:
1.	DE	FINITIONS. As used in this Loan Agreement, the terms have the following meanings:
	A.	<b>Pronouns.</b> The pronouns "I," "me," and "my" refer to each Borrower signing this Loan Agreement and each other person or legal entity (including guarantors, endorsers, and sureties) who agree to pay this Loan Agreement. "You" and "Your" refer to the Lender, any participants or syndicators, successors and assignees, or any person or company that acquires an interest in the Loan.
	В.	<b>Loan Agreement.</b> Loan Agreement refers to this combined Note and Security Agreement, and any extensions, renewals, modifications, and substitutions of this Loan Agreement.
	C.	<b>Loan.</b> Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security e11ruements, disclosures or notes, and this Loan Agreement.
	D.	Loan Documents. Loan Documents refer to all the documents executed as part of or in connection with the Loan.
	Ε.	Property. Property is any property, real, personal, or intangible, that secures my performance of the obligations of this Loan.
	F.	Percent. Rates and rate change limitations are expressed as annualized percentages.
	G.	Dollar Amounts. All dollar amounts will be payable in lawful money of the United States of America.
2.	des	OMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may signate, the principal sum of \$ (Principal plus Interest) from on the unpaid Principal balance til this Loan Agreement matures or this obligation is accelerated.
3.	INT	<b>TEREST.</b> Interest will accrue on the unpaid Principal balance of this Loan Agreement at the rate of percent (Interest Rate).
	A.	Interest After Default. If you declare a default under the terms of the Loan, including for failure to pay in full at maturity, you may increase the Interest Rate otherwise payable as described in this section. In such event, Interest will accrue on the unpaid Principal balance of this Loan Agreement at a rate equal to the rate in effect prior to default, plus 2.000 percent, until paid in full.
	В.	<b>Maximum Interest Amount.</b> Any amount assessed or collected aa Interest under the terms of this Loan Agreement will be limited to the maximum lawful amount of interest allowed by applicable law. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.
	C.	<b>Statutory Authority.</b> The amount assessed or collected on this Loan Agreement is authorized by the California Credit Union Law (Cal. Fin. Code, Div. 5).
	D.	Accrual. Interest accrues using an Actual/365 days accounting method.
4.	AD	DITIONAL CHARGES. As additional consideration, I agree to pay, or have paid, these additional fees and charges.
	A.	Nonrefundable Fees and Charges. The following fees are earned when collected and will not be refunded if I prepay this Loan Agreement before the scheduled maturity date.
5.		<b>MEDIAL CHARGES.</b> In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method pattern of payment. Additional remedial charge may be described elsewhere in this Loan Agreement.
	A.	Late Charge. If a payment is more than 10 days late, I will be charged 6.00% percent of the Amount of Payment or \$10.00, whichever Is greater. I will pay this late charge promptly but only once for each late payment.
6.		YMENT. I agree to pay this Loan Agreement in payments. I will make payments of \$ beginning on, and on the day of each month thereafter. A single, final payment of the entire unpaid balance of Principal and erest will be due

Payments will be rounded up to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the next day of such month.

Each payment I make on this Loan Agreement will be applied first to interest that is due, then to principal that is due, then to late charges that are due, and finally to any charges that I owe other than principal and interest. If you and I agree to a different application of payments, we will describe our agreement on this Loan Agreement. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

7.	<b>PREPAYMENT.</b> Borrower may prepay principal of this Loan in any amount at any time. In consideration of Lender providing this
	prepayment option to Borrower, if this Loan is prepaid in whole or in part, or if this Loan shall become due and payable at any time
	prior to the maturity date hereof by acceleration or otherwise, Borrower shall pay to Lender, at the time of such prepayment, a
	prepayment fee calculated as follows: Borrower shall pay to Lender a prepayment fee equal to:

Borrower acknowledges that prepayment of such amount may result in Lender incurring additional costs, expenses and/or liabilities, and that it is difficult to ascertain the full extent of such costs, expenses and/or liabilities. Each Borrower, therefore, agrees to pay the above-described prepayment fee and agrees that said amount represents a reasonable estimate of the prepayment costs, expenses and/or liabilities of Lender. If Borrower fails to pay any prepayment fee when due, the amount of such prepayment fee shall thereafter bear Interest until paid at the Default Rate or, at Lender's option, the rate of interest applicable to the unpaid principal of this Loan (even if no principal remains owing).

Notwithstanding the foregoing, Borrower may prepay without any prepayment fee in any Loan Year an amount not to exceed 20% of the outstanding principal balance of the Loan at the time of the prepayment. "Loan Year" means each 366 (or 366) day period commencing on the First Payment Due Date of the Loan.

Such freely prepayable amounts shall not be cumulative; that is, they shall not carry over from prior years in which such amounts ware not prepaid. Such freely prepayable amounts are in addition to amounts (if any) prepayable without a fee pursuant to the subject prepayment provision.

8.	LOAN PURPOSE.	The purpose of this Loan is to provide practice purchase financing to
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9.	ADDITIONAL TERMS.	The Lender requires the submission of the following financial information on an ongoing basis: Practice Federal
	Tax Returns for	, are required to be submitted within 30 days or filing with the IRS; and Personal Federal Tax
	Returns for	to be submitted within 30 days of filing with the IRS.

10.	<b>SECURITY.</b> The Loar	is secured by Property described In the SECURITY AGREEMENT section, and by separate security in	nstruments
	prepared together	with this Loan Agreement as follows:	

Document Name	Parties to Document

### 11. SECURITY AGREEMENT.

- A. **Secured Debts.** This Security Agreement will secure the following debts {Secured Debts}, together with all extensions, renewals, refinancings, modifications and replacements of these debts:
  - 1) Sums Advanced under the terms of this Loan Agreement. All sums advanced and expenses incurred by you under the terms of this Loan Agreement.
  - 2) **All Debts.** All present and future debts of all Borrowers owing to you, even if this Security Agreement is not specifically referenced, the future debts are also secured by other collateral, or If the future debt Is unrelated to or of a different type than this debt. If more than one person signs this Security Agreement, each agrees that it will secure debts Incurred either Individually or with others who may not sign this Security Agreement. Nothing In this Security Agreement constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing.

This Security Agreement will not secure any debt which Is also secured by real property or for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. In addition, this Security Agreement will not secure any other debt if, with respect to such other debt, you fall to fulfill any necessary requirements or fail to conform to any limitations of the Truth In Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are

required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

B. **Limitations on Cross-collateralization.** The cross-collateralization clause on any existing or future loan, but not including this Loan, is void and ineffective as to this Loan, Including any extension or refinancing.

The Loan is not secured by a previously executed security Instrument If a non-possessory, non-purchase money security interest is created in "household goods" In connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitation, of the Real Estate Settlement Procedures Act, {Regulation X}, that are required for loans secured by the Property of if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if you fail to fulfill any necessary requirements or fail to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

C. **Security Interest.** To secure the payment and performance of the Secured Debts, I grant you a security Interest in all of the Property described in this Security Agreement that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property Is or will be located, and all proceeds and products from the Property (including, but not limited to, all parts, accessories. repairs, replacements, improvements, and accessions to the Property). Property is all the collateral given as security for the Secured Debts and described in this Security Agreement and includes all obligations that support the payment or performance of the Property. "Proceeds" includes cash proceeds, non-cash proceeds and anything acquired upon the sale, lease. license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property.

This Security Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and you are no longer obligated to advance funds to me under any loan or credit agreement.

- D. Property Description. The Property subject to this Security Agreement is described as follows:
  - 1) All Assets. All present and future right, title and interest in and to any and all personal property of the Debtor, whether such property is now existing or hereafter created, acquired or arising and wherever located from time to time, including without limitation, the following categories of property: goods (including inventory, equipment, fixtures, farm products and any accessions thereto), Instruments (Including promissory notes), documents, accounts including health-care-insurance receivables), chattel paper, (whether tangible or electronic), deposit accounts, letter of credit rights /whether or not the letter-of-credit is evidenced by a writing), commercial tort claims, securities and all other inva1tment properly, general intangibles/including payment Intangible, and software), all supporting obligations and all proceeds, products, additions, accessions, substitutions and replacements of the foregoing property.

Any term used herein Is as defined by the Uniform Commercial Code end further as modified or amended by the laws of the jurisdiction which governs this transaction.

- 2) Inventory. All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business. "Inventory" means goods, other than farm products, which: (A) are leased by a person as lessor; (B) are held by a person for sale or lease or to be furnished under a contract, of service; (C) are furnished by a person under a contract of service; or (D) consist of raw materials, work in process, or materials used or consumed in a business. The term "Inventory" is as defined by the Uniform Commercial Code and further as modified or amended by the laws of the jurisdiction which governs this transaction.
- 3) Accounts and Other Rights to Payment. All rights I have now or in the future to payments Including, but not limited to, payment for property or services sold, teased, ranted, licensed, or assigned, whether or not I have earned such payment by performance. This includes any rights and interests (including all liens and security interests) which I may have by law or agreement against any Account Debtor or obligor of mine. "Account" means a right to payment of a monetary obligation, whether or not earned by performance, (i) for property that has been or is to be sold, leased, licensed, assigned. or otherwise disposed of, (ii) for services rendered or to be rendered, (iii) for a policy of Insurance Issued or to be issued, (iv) for a secondary obligation Incurred or to be incurred, (v) for energy provided or to be provided, (vii) for the use or hire of a vessel under a charter or other contract, (vii) arising out of the use of a credit or charge card or information contained on or for use with the card, or (viii) as winnings In a lottery or other game of chance operated or sponsored by a State, governmental unit of a State, or person licensed or authorized to operate the game by a State or governmental unit of a State. The term includes health-care-Insurance receivables. The term "Accounts" does not include (i)rights to payment

evidenced by chattel paper or an instrument, (ii) commercial tort claims, (iii) deposit accounts, (iv) investment property, (v) letter-of-credit rights or letters of credit or, (vi) rights to payment for money or funds advanced or sold, other than rights arising out of the use of a credit or charge card or Information contained on or for use with the card. The term "Accounts" Is as defined by the Uniform Commercial Code and further as modified or amended by the laws of the jurisdiction which governs this transaction.

- 4) Chattel Paper. All chattel paper, including records that evidence both a monetary obligation and a security Interest In specific goods, a security interest in specific goods and license of software used in the goods, leases of specific goods, and leases of specific goods and license of software used In the goods. "Monetary obligation" means a monetary obligation secured by the goods or owed under a lease of the goods and includes a monetary obligation with respect to software used in the goods. The term does not include charters or other, contracts involving the use or hire of a vessel or records that evidence a right to payment arising out of the use of a credit or charge card or Information contained on or for use with the card. If a transaction is evidenced by records that Include an Instrument or series of instruments, the group of records taken together constitutes "chattel paper." The term "Chattel Paper" Is as defined by the Uniform Commercial Code and further as modified or amended by the laws of the jurisdiction which governs this transaction.
- 5) **General Intangibles.** All general Intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use my name. "General Intangible" means any personal property, including things in action, other than accounts, chattel paper. commercial tort claims. deposit accounts, documents, goods, instruments, Investment property, letter-of-credit rights, lines of credit, money, and oil, gas, or other minerals before extraction. The term includes payment Intangibles and software. The term "General Intangibles" is as defined by the Uniform Commercial Code and further as modified or amended by the laws of the jurisdiction which governs this transaction.
- 6) **Equipment.** All equipment Including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which I give to you will also be included in the Property, but such a list is not necessary for a valid security Interest In my equipment. "Equipment" means goods other than Inventory, farm products, or consumer goods. The term "Equipment" is as defined by the Uniform Commercial Code and further as modified or amended by the laws of the jurisdiction which governs this transaction.

#### E. Duties Toward Property.

- 1) **Protection of Secured Party's Interest.** I will defend the Property against any other claim, I agree to do whatever you require to protect your security Interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position.
  - I will keep books, records and accounts about the Property and my business in general. I will let you examine these and make copies at any reasonable time. I will prepare any report or accounting you request which deals with the Property.
- 2) **Use, Location, and Protection of the Property.** I will keep the Property In my possession and in good repair. I will use it only for commercial purposes. I will not change this specified use without your prior written consent. You have the right of reasonable access to Inspect the Property, and I will Immediately Inform you of any loss or damage to the Property. I will not cause or permit waste to the Property.
  - I will keep the Properly at my address listed In the DATE AND PARTIES section unless we agree I may keep it at another location. If the Property is to be used in other states, I will give you a list of those states. The location of the Property is given to aid in the identification of the Property. It does not in any way limit the scope of the security interest granted to you. I will notify you in writing amt obtain your prior written consent to any change in location of any of the Property, I will not use the Property in violation of any law. I will notify you in writing prior to any change in my address, name or, if an organization, any change in my Identity or structure.
  - Until the Secured Debts are fully paid, and this Security Agreement is terminated, I will not grant a security Interest in any of the Property without your prior written consent. I will pay all taxes and assessments levied or assessed against me or the Property and provide timely proof of payment of these taxes and assessments upon request.
- 3) **Selling, Leasing or Encumbering the Property.** I will not sell, offer to sell, lease, or otherwise transfer or encumber the Property without your prior written permission, except for Inventory sold in the ordinary course of business at fair market

value, or at a minimum price established between you and me. If I am in default under this Security Agreement, I may not sell the Inventory portion of the Property even in the ordinary course of business. Any disposition of the Property contrary to this Security Agreement will violate your rights. Your permission to sell the Property may be reasonably withheld without regard to the creditworthiness of any buyer or transferee. I will not permit the Property to be the subject of any court order affecting my right to the Property In any action by anyone other than you. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, I will note your security interest on the face of the chattel paper or instruments.

- 4) Additional Duties Specific to Accounts. I will not settle any Account for less than its fun value without your written permission. Until you tell ma otherwise, I will collect all Accounts in the ordinary course of business. I will not dispose of the Accounts by assignment without your prior written consent. I will keep the proceeds from all the Accounts and any goods which are returned to me or which I take back. I will not commingle them with any of my other property. I will deliver the Accounts to you at your request. If you ask me to pay you the full price on any returned Items or items retaken by me, I will do so. I will make no material change In the terms of any Account, and I will give you any statements, reports, certificates, lists of Account Debtors (showing names, addresses and amounts owing), invoices applicable to each Account, and other data in any way pertaining to the Accounts as you may request.
- F. Collection Rights of The Secured Party. Account Debtor means the person who is obligated on an account, chattel paper, or general Intangible. I authorize you to notify my Account Debtors of your security Interest and to deal with the Account Debtors' obligations at your discretion. You may enforce the obligations of an Account Debtor, exercising any of my rights with respect to the Account Debtors' obligations to make payment or otherwise render performance to me, including the enforcement of any security Interest that secures such obligations. You may apply proceeds received from the Account Debtors to the Secured Debts or you may release such proceeds to me.

I specifically and irrevocably authorize you to exercise any of the following powers at my expense, without Limitation, until the Secured Debts ate paid in full:

- 1) demand payment and enforce collection from any Account Debtor or Obligor by suit or otherwise.
- 2) enforce any security Interest, lien or encumbrance given to secure the payment or performance of any Account Debtor or any obligation constituting Property.
- 3) File proofs of claim or similar documents in the event of bankruptcy, Insolvency or death of any person obligated as an Account Debtor.
- 4) compromise, release, extend, or exchange any indebtedness of an Account Debtor.
- 5) take control of any proceeds of the Account Debtors' obligations and any returned or repossessed goods.
- 6) endorse all payments by any Account Debtor which may come into your possession as payable to me.
- 7) deal in all respects as the holder and owner of the Account Debtors' obligations.
- G. **Authority To Perform.** I authorize you to do anything you deem reasonably necessary to protect the Property, and perfect and continue your security interest In the Property. If I fall to perform any of my duties under this Loan Agreement or any other security interest, you are authorized, without notice to me. to perform the duties or cause them to be performed.

These authorizations include, but are not limited to, permission to:

- 1) pay and discharge taxes. liens, security interest, or other encumbrances at any time levied or placed on the Property.
- 2) pay any rents or other charges under any lease affecting the Property.
- 3) order and pay for the repair, maintenance, and preservation of the Property.
- 4) file any financing statements on my behalf and pay for filing and recording fees pertaining to the Property.
- 5) place a note on any chattel paper Indicating your Interest in the Property.
- 6) take any action you feel necessary to realize on the Property, Including performing any part of a contract or endorsing it in my name.
- 7) handle any suits or other proceedings Involving the Property in my name.

- 8) prepare, fie, and sign my name to any necessary reports or accountings.
- 9) make an entry on my books and records showing the existence of this Agreement.
- 10) notify any Account Debtor or Obligor of your interest in the Property and tell the Account Debtor or Obligor to make payments lo you or someone else you name.

If you perform for me, you will use reasonable care. If you exercise the care and follow the procedures that you generally apply to the collection of obligations owed to you, you will be deemed to be using reasonable care. Reasonable care will not Include: any steps necessary to preserve rights against prior parties; the duty to send notices, perform services or take any other action in connection with the management of the Property; or the duty to protect, preserve or maintain any security interest given to others by me or other parties. Your authorization to perform for me will not create an obligation to perform and your failure to perform will not preclude you from exercising any other rights under the law or this Loan Agreement. All cash and non-cash proceeds of the Property may be applied by you only upon your actual receipt of such proceeds against such of the Secured Debts, matured or unmatured, as you determine in your sole discretion.

If you come into actual or constructive possession of the Property, you will preserve and protect the Property. For purposes of this paragraph, you will be in actual possession of the Property only when you have physical, immediate, and exclusive control over the Property, and you have affirmatively accepted that control. You will be in constructive possession of the Property only when you have both the power and the intent to exercise control over the Property.

- H. **Name and Location.** My name Indicated in the DATE AND PARTIES section is my exact legal name. I am an entity organized and registered under the laws of \_\_\_\_\_\_. I will provide verification of registration and location upon your request. I will provide you with at least 30 days' notice prior to any change in my name, address, or state of organization or registration.
- I. **Perfection of Security Interest.** I authorize you to file a financing statement and/or security agreement, as appropriate, covering all of my personal Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining perfection or control over the Property for purposes of perfecting your security Interest under the Uniform Commercial Code. I agree to pay al actual coats of terminating your security Interest.
- 12. **DEFAULT.** I will be in default if any of the following events (known separately and collectively as an Event of Default) occur:
  - A. **Payments.** I fail to make a payment in full when due.
  - B. **Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state In1olvancy, bankruptcy, reorganization, composition or debtor relief law by or against ma o, any co-signer, endorser, surety or guarantor of this Loan Agreement or any other obligations I have with you.
  - C. **Business Termination.** I merge, dissolve, reorganize, end my business or existence, or a partner or majority owner dies or is declared legally incompetent.
  - D. **New Organizations.** Without your written consent, I organize, merge into, or consolidate with an entity; acquire all or substantially all of the assets of another; materially change the legal structure. management, ownership, or financial condition; or effect or enter into a domestication, conversion or interest exchange.
  - E. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Loan Agreement.
  - F. Other Documents. A default occurs under the terms of any other Loan Document.
  - G. Other Agreements. I am in default on any other debt or agreement I have with you.
  - H. **Misrepresentation.** I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
  - I. **Judgment.** I fail to satisfy or appeal any judgment against me.
  - J. **Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
  - K. Name Change. I change my name or assume an additional name without notifying you before making such a change.
  - L. **Property Transfer.** I transfer all or a substantial part of my money or property.

- M. Property Value. You determine in good faith that the value of the Property has declined or is impaired.
- N. **Material Change**. Without first notifying you, there is a material change in mv business, including ownership, management, and financial conditions.
- O. **Insecurity.** You determine in good faith that a material adverse changa has occurred in my financial condition from the conditions set forth in my most recent financial statement before the date of this Loan Agreement or that the prospect for payment or performance of the Loan is impaired for any reason.
- 13. **DUE ON SALE OR ENCUMBRANCE.** You may, at your option, declare the entire balance of this Loan Agreement to be immediately due and payable upon the creation of. or contract for the creation of, any lien, encumbrance, transfer or &ale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, ag applicable. However, if I am in default under this Agreement, I may not sell the inventory portion or the Property even in the ordinary course of business.
- 14. **WAIVERS AND CONSENT.** To the extent not prohibited by few. I waive protest, presentment for payment, demand. notice of acceleration, notice of Intent to accelerate, and notice of dishonor.
  - A. **Additional Waivers By Borrower.** In addition, I, and any party to this loan Agreement, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Loan Agreement.
    - 1) You may renew or extend payments on this loan Agreement, regardless of the number of such renewals or extensions.
    - 2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.
    - 3) You may release, substitute or Impair any Property securing this Loan Agreement.
    - 4) You, or any institution participating in this Loan Agreement. may invoke your right of set-off.
    - 5) You may enter into any sales, repurchases or participations of this Loan Agreement to any person in any amounts and I waive notice of such sales, repurchases of participations.
    - 6) I agree that any of us signing this loan Agreement as a Borrower is authorized to modify the term, of this Loan Agreement or any instrument securing, guarantying, or relating to this Loan Agreement.
    - 7) I agree that you may Inform any party who guarantees this Loan of any Loan accommodation, renewals, extensions, modification, substitutions, or future advances.
  - B. **No Waiver By Lender.** Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Loan Agreement, shall not be construed as a waiver by you, unla11 any such waiver is in writing and is signed by you.
  - C. **Waiver of Claim.** I waive all claims lor loss or damage caused by your acts or omissions where you acted reasonably and in good faith.
- 15. **REMEDIES.** Altar I default, you may at you, option do any one or more of the following.
  - A. Acceleration. You may make all or any part of the amount owing by the terms of this Loan Agreement immediately due.
  - B. Sources. You may use any and all remedies you have under state or federal law or in any Loan Document.
  - C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.
  - D. **Payments Made On My Behalf**. Amounts advanced on my behalf will be immediately due and may be added to the balance owing under the terms of this Loan Agreement and accrue interest at the highest post-maturity Interest rate.
  - E. **Set-Off.** You may use the right of sat-off. This means you may set-off env amount due and payable under the terms of this loan Agreement against any right I have to receive money from you.
    - My right to receive money from you includes any deposit or share account balance I have with you; any money owed to me on an item presented to you or in your possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. 'Any amount due and payable under the terms of this Loan Agreement means the total amount to which you are entitled to demand payment under, the terms of this Loan Agreement at the time you set-off.

Subject to any other written contract, if my right to receive money from you is also owned by someone who has not agreed to pay this Loan Agreement, you, right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement.

In addition, you may also have rights under a statutory lien. A "statutory lien" means your right under state or federal law to establish a right in, or claim to, my shares end dividends to the extent of any outstanding financial obligations that I have with you. If you have a statutory lien, you may without further notice, impress and enforce the statutory lien on my shares and dividends to the extent of any sums due and payable under the terms of this Loan Agreement that I fail to satisfy.

Your set-off and statutory lien rights do not apply to an account or other obligation where my rights arise only in a representative capacity. They also do not apply to any Individual Retirement Account or other tax-deferred retirement account. California law may limit your right to set-off against any demand deposit accounts I have deposited with you. In certain circumstances, I may be entitled to a notice of set-off. State law may further, limit your right of set-off.

You will not be liable for the dishonor of any check or share draft when the dishonor occurs because you set-off against any of my accounts or exercised your statutory lien rights. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off or statutory lien rights.

- F. Assembly of Property. You may require me to gather the Property and make it available to you in a reasonable fashion.
- G. **Repossession.** You may repossess the Property so long as the repossession does not involve a breach of the peace. You may sell, lease, or otherwise dispose of the Property as provided by law. You may apply what you receive from the disposition of the Property to your expenses, your attorneys' fees and legal expenses (where not prohibited by law), and any debt I owe you. If what you receive from the disposition of the Property does not satisfy the debt, I will be liable for any deficiency (where permitted by law). In some cases, you may keep the Property to satisfy the debt.

Where a notice is required, I agree that ten days prior written notice tent by first class mail to my address listed in this Loan Agreement will be reasonable notice to me under the California Uniform Commercial Code. If the Property is perishable or threatens to decline speedily in value, you may, without notice to me, dispose of any or all of the Property in a commercially reasonable manner at my expense following any commercially reasonable preparation or processing (where permitted by law).

If any items not otherwise subject to this Loan Agreement are contained in the Property when you take possession, you may hold these items for me at my risk and you will not be liable for taking possession of them (where permitted by law).

- H. **Use and Operation.** You may enter upon my premises and take possession of all of any part of my property for the purpose of preserving the Property or its value, so long as you do not breach the peace. You may use and operate my property for the length of time you feel is necessary to protect your interest, all without payment or compensation to me.
- I. **Waiver.** Except as otherwise required by law, by choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.
- 16. **COLLECTION EXPENSES AND ATTORNEYS' FEES**. On or after the occurrence of an Event of Default, to the extent permitted by law, I agree to pay all expanses of collection, enforcement or protection of your rights and remedies under this Loan Agreement or any other Loan Document. Expenses Include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid Immediately, these expenses will bear, Interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Loan Agreement. All fees and expenses will be secured by the Property I have granted to you, if any. In addition, to the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorney's fees incurred by you to protect your rights and interests in connection with any bankruptcy proceedings initiated by or against me.
- 17. **COMMISSIONS.** I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products and may earn such fees on other services that I buy through you or your affiliate.
- 18. **WARRANTIES AND REPRESENTATIONS.** I make to you the following warranties and representations which will continue aa long as this Loan Agreement is in effect:
  - A. **Power.** I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.

- B. **Authority.** The execution, delivery and performance of this Loan Agreement and the obligation evidenced by this Loan Agreement are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will *not* violate any agreement to which I am a party or to which I am or any of my Property is subject.
- C. **Business Name.** Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent. I do not and will not use any other name and will preserve my existing name, trade names end franchises.
- D. **Ownership of Property.** I represent that I own all of the Property. Your claim to the Property is ahead of the claims of any other creditor, except as disclosed in writing to you prior to any advance on the Secured Debts. The collateral that is the subject of the chattel paper is perfected and preserved. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.
- E. Certification of Accuracy of Prior Certification.
- 19. **INSURANCE.** I agree to obtain the insurance described in this Loan Agreement.
  - A. **Property Insurance.** I agree to keep the Property insured against the risks reasonably associated with the Property. I will maintain this insurance in the amounts you require. This Insurance will last until the Property is released from this Loan Agreement. I may choose the insurance company, subject to your approval, which will not be unreasonably withheld. I acknowledge that you have not conditioned the making of the Loan upon the selection of a particular agent or broker.

I will have the insurance company name you as loas payee on any insurance policy. I will give you and the insurance company immediate notice of any loss. You may apply the Insurance proceeds toward what is owed on the Secured Debts. You may require added security as a condition of permitting any insurance proceeds to be used to repair or replace the Property.

If you acquire the Property in damaged condition, my right to any insurance policies and proceeds will pass to you to the extent of the Secured Debts.

I will immediately notify you of cancellation or termination of Insurance. If I fail to keep the Property insured, you may obtain Insurance to protect your interest in the Property and I will pay for the insurance on your demand. You may demand that I pay for the Insurance all at once, or you may add the insurance premiums to the balance of the Secured Debts and charge Interest on it at the rate that applies to the Secured Debts. This Insurance may Include lesser or greater coverages than originally required of me, may be written by a company other than one I would choose, and may be written at a higher rate than t could obtain if I purchased the insurance. I acknowledge and agree that you or one of your affiliates may receive commissions on the purchase of this insurance.

- 20. **APPLICABLE LAW.** This Loan Agreement is governed by the laws of California, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state taw, are preempted by federal law. In the event of a dispute, the exclusive forum, venue end place of jurisdiction will be in California, unless otherwise required by law.
- 21. **JOINT AND SEVERAL LIABILITY AND SUCCESSORS.** My obligation to pay the Loan is independent on the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Loan Agreement shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my successors and assigns.
- 22. **AMENDMENT, INTEGRATION AND SEVERABILITY.** This Loan Agreement may not be amended or modified by oral agreement. No amendment or modification of this loan Agreement is effective unless made in writing. This Loan Agreement and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Loan Agreement is unenforceable, then the unenforceable provision will be severed, and the remaining provisions will still be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if, with respect to this loan, you fall to fulfill any necessary requirements or fall to conform to any limitations of the Truth In Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property or if, as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.
- 23. **INTERPRETATION.** Whenever used, the singular includes the plural, and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Loan Agreement.

- 24. **NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers, I will inform you in writing of any change in my name, address, or other application Information. I will provide you any correct and complete financial statement or other information you request. I agree to sign, deliver, and file any additional documents or certification, that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.
- 25. **CREDIT INFORMATION.** I agree to supply you with whatever information you reasonably request. You will make requests for this Information without undue frequency and will give me reasonable time in which to supply the information.
- 26. **ERRORS AND OMISSIONS.** I agree, if requested by you, to fully cooperate in the connection, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expanses, legal fees, and marketing losses for failing to reasonably comply with your request within thirty (30) days.
- 27. **AGREEMENT TO ARBITRATE.** You or I may submit to binding arbitration any dispute, claim or other matter in question between or among you and me that arises out of or relates to this Transaction (Dispute), except as otherwise Indicated in this section or as you and I agree to in writing. For purposes of this section, this Transaction includes this Loan Agreement and the other Loan Documents, and proposed loans or extensions of credit that relate to this Loan Agreement. You or I will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

You and I must consent to arbitrate any Dispute concerning a debt secured by real estate at the time of the proposed arbitration. You may foreclose or exercise any powers of law against real property securing a debt underlying any Dispute before, during or after any arbitration. You may also enforce a debt secured by this reel property and underlying the Dispute before, during or aha, any arbitration.

You or I may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to you or me; or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of sale, beginning, and continuing a judicial action or pursuing sell-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related dispute, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

You and I acknowledge that the agreements, transactions, or the relationships which result from the agreements or transactions between and among you and me involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Supplemental Procedures for Resolving Financial Services Disputes, in effect on the date of this Loan Agreement, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Loan Agreement or another writing.

- 28. **WAIVER OF TRIAL FOR ARBITRATION**. You and I understand that the parties have the right or opportunity to litigate any Dispute through a trial by Judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, you and I voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.
- 29. **CALIFORNIA CIVIL CODE SECTION 1542 WAIVER.** I expressly waive and release all rights conferred upon me by the provisions of California Civil Code Section 1542, and expressly agree that this Note shall be given full force and effect according to each of its express provisions, California Civil Code Section 1542 provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

With regard to Section 1542 of the California Civil Code, I hereby agree, represent and warrant that I realize and acknowledge that factual matters now unknown to me may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses, expenses and defenses, which are presently unknown, unanticipated, rnlsunder11tood and

unsuspected. I further agree, represent and warrant that this Note has been negotiated and agreed upon in light of that realization and that I nevertheless hereby waive and release all rights and benefits which I may otherwise have against you under Section 1542 of the California Civil Code with regard 10 the release of such unknown, unanticipated, misunderstood and unsuspected causes of action, claims, demands debts, controversies, damages, costs, losses, expenses and defenses, and all claims.

30.	D. <b>SIGNATURES.</b> By signing, I agree to the terms contained in this Loan Agreement. I also acknowledge receipt of a copy of this Loan Agreement.		
	BORROWER:		
	Ву:		
	Date:		

# RECEIPT FOR VISION SOURCE® DISCLOSURE DOCUMENT

(Your copy)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Vision Source 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, the franchisor or an affiliate in connection with the proposed franchise sale.

If Vision Source 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 identified on Exhibit "A."

The franchisor is Vision Source, LLC, located at 23824 Highway 59 North, Kingwood, Texas 77339. Its telephone number is (281) 312-1111.

Issuance date: March 7, 2022

The f	franchise seller for this offering is:			
	Name		Vision Source Title	
Addr	ress		Phone	
	on Source authorizes the respective state agencies i articular state.	dentified	on Exhibit B to receive service of process for it in	
I rece	eived a disclosure document dated March 7, 2022	that inclu	ded the following Exhibits:	
A State Franchise Law Administrators B Agents for Service of Process C Audited Financials as of December 31, 2021, 2020 and 2019 D Guaranty of Performance E-1 Franchise Agreement E-2 Addendum to Franchise Agreement		G H I J K	Nondisclosure Agreement to Protect Release of Confidential Information Franchisees as of December 31, 2021 Franchisees That Left the Network During 2021 Additional State-Required Disclosures Form of Financing Agreement for Office Transfers and Expansions	
F	Guaranty of Franchise Agreement			
Date:		Signed	:	
	(Do not leave blank)		Printed Name:	
		Address:		
		City/ State/Zip Code:		
		Telephone No.:		
		Fax No.:		
		Email Address:		

This signed Receipt, when transmitted to Vision Source by electronic means, by facsimile machine, or by scanning and transmission in PDF format by email is considered to have the same binding effect as an original signature on an original document.

# RECEIPT FOR VISION SOURCE® DISCLOSURE DOCUMENT

(Our copy)

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D E-1 E-2	2020 and 2019 Guaranty of Performance Franchise Agreement Addendum to Franchise Agreement	I J K	Franchisees That Left the Network During 2021 Additional State-Required Disclosures Form of Financing Agreement for Office Transfers and Expansions	
F	Guaranty of Franchise Agreement			
Date:		Signed	:	
	(Do not leave blank)	Printed	Printed Name:	
		Address:		
		City/ State/Zip Code:		
		Telephone No.:		
		Fax No.:		
		Email Address:		

This signed Receipt, when transmitted to Vision Source by electronic means, by facsimile machine, or by scanning and transmission in PDF format by email is considered to have the same binding effect as an original signature on an original document.