

## FRANCHISE DISCLOSURE DOCUMENT



**VISION SOURCE, LLC**  
a Texas Limited Liability Company  
23824 Highway 59 North  
Kingwood, Texas 77339  
(281) 312-1111  
Email: [memberservices@visionsource.com](mailto:memberservices@visionsource.com)  
URL: [www.visionsource.com](http://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 \$100,000.00 to \$450,000.00 if you open a new office and \$500.00 to \$40,500.00 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](http://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 11, 2026**

## 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>How much can I earn?</b>                                                              | 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.                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>How much will I need to invest?</b>                                                   | 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. |
| <b>Does the franchisor have the financial ability to provide support to my business?</b> | Item 21 and Exhibit C include financial statements. Review these statements carefully. Item 6, Footnote 1, and Item 10 also explain additional financial support that may be available to Vision Source Members.                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Is the franchise system stable, growing or shrinking?</b>                             | 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 owners, 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.                                                                                                                                                                                                                                                                                                                 |
| <b>Will my business be the only Vision Source business in my area?</b>                   | Item 12 and the "territory" provisions in the franchise agreement describe whether Vision Source and other franchisees can compete with you.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Does the franchisor have a troubled legal history?</b>                                | Items 3 and 4 tell you whether Vision Source or its management have been involved in material litigation or bankruptcy proceedings.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>What's it like to be a Vision Source franchisee?</b>                                  | Item 20 and Exhibit H list all Vision Source franchisees in the U.S.A. as of December 31, 2025 and the addresses and telephone numbers of their Eye Care Centers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>What else should I know?</b>                                                          | These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

## What You Need to Know About Franchising *Generally*

**Continuing Responsibility to Pay Fees.** You may have to pay royalties and other fees even if you are losing money.

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

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

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

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

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

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

### Some States Require Registration

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

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

## Special Risks to Consider About *This* Franchise

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

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

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

# FRANCHISE DISCLOSURE DOCUMENT

## TABLE OF CONTENTS

|                                                                                         | <u>PAGE</u> |
|-----------------------------------------------------------------------------------------|-------------|
| 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES.....                     | 1           |
| 2 BUSINESS EXPERIENCE .....                                                             | 4           |
| 3 LITIGATION .....                                                                      | 5           |
| 4 BANKRUPTCY.....                                                                       | 5           |
| 5 INITIAL FEES.....                                                                     | 5           |
| 6 OTHER FEES.....                                                                       | 6           |
| 7 ESTIMATED INITIAL INVESTMENT .....                                                    | 10          |
| 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....                                 | 11          |
| 9 FRANCHISEE’S OBLIGATIONS.....                                                         | 12          |
| 10 FINANCING.....                                                                       | 13          |
| 11 FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMSAND TRAINING .....             | 14          |
| 12 TERRITORY .....                                                                      | 16          |
| 13 TRADEMARKS .....                                                                     | 18          |
| 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION.....                                | 19          |
| 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL<br>OPERATION OF THE FRANCHISE BUSINESS ..... | 19          |
| 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL .....                                   | 20          |
| 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION .....                          | 20          |
| 18 PUBLIC FIGURES.....                                                                  | 26          |
| 19 FINANCIAL PERFORMANCE REPRESENTATIONS .....                                          | 26          |
| 20 OUTLETS AND FRANCHISEE INFORMATION .....                                             | 26          |
| 21 FINANCIAL STATEMENTS.....                                                            | 34          |
| 22 CONTRACTS.....                                                                       | 35          |
| 23 RECEIPTS.....                                                                        | 35          |

(EXHIBITS LISTED ON NEXT PAGE)

# **FRANCHISE DISCLOSURE DOCUMENT**

## **EXHIBITS**

|                                   |                                                                                                                        |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------|
| <b>EXHIBIT A</b>                  | <b>LIST OF STATE FRANCHISE LAW ADMINISTRATORS</b>                                                                      |
| <b>EXHIBIT B</b>                  | <b>LIST OF AGENTS FOR SERVICE OF PROCESS</b>                                                                           |
| <b>EXHIBIT C</b>                  | <b>FIRST AMERICAN ADMINISTRATORS, INC.'S AUDITED FINANCIAL STATEMENTS AS OF DECEMBER 31, 2022, 2023, 2024 AND 2025</b> |
| <b>EXHIBIT D</b>                  | <b>FIRST AMERICAN ADMINISTRATORS, INC.'S GUARANTY OF PERFORMANCE</b>                                                   |
| <b>EXHIBIT E-1</b>                | <b>FRANCHISE AGREEMENT</b>                                                                                             |
| <b>EXHIBIT E-2</b>                | <b>ROYALTY REDUCTION ADDENDUM</b>                                                                                      |
| <b>EXHIBIT F</b>                  | <b>GUARANTY OF FRANCHISE AGREEMENT</b>                                                                                 |
| <b>EXHIBIT G</b>                  | <b>NONDISCLOSURE AGREEMENT TO PROTECT RELEASE OF CONFIDENTIAL INFORMATION</b>                                          |
| <b>EXHIBIT H</b>                  | <b>VISION SOURCE FRANCHISEES AS OF DECEMBER 31, 2025</b>                                                               |
| <b>EXHIBIT I</b>                  | <b>FRANCHISES THAT LEFT THE NETWORK DURING 2025</b>                                                                    |
| <b>EXHIBIT J</b>                  | <b>ADDITIONAL STATE-REQUIRED DISCLOSURES (NOT INCLUDING CALIFORNIA)</b>                                                |
| <b>EXHIBIT K-1 &amp; K-2</b>      | <b>FORMS OF FINANCING AGREEMENT FOR OFFICE TRANSFERS AND EXPANSIONS</b>                                                |
| <b>EXHIBIT L</b>                  | <b>HIPAA BUSINESS ASSOCIATE AGREEMENT</b>                                                                              |
| <b>RECEIPT (<i>Your copy</i>)</b> |                                                                                                                        |
| <b>RECEIPT (<i>Our copy</i>)</b>  |                                                                                                                        |

## 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.

Carolina Family Eye Care, O.D., PLLC

2424 W Mallard Creek Church Rd, Suite D  
Charlotte, NC 28262

Amir Khoshnevis, O.D.

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

12105 Copper Way, Suite 100  
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. 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, LENS CRAFTERS, 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 on 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, 2025, there were 450 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.

Subsequent to the merger of Essilor International and Luxottica Group, the combined EssilorLuxottica acquired more than 99% of the ownership interests in GrandVision in mid-2021. GrandVision is a global leader in optical retail, with more than 7,000 locations in 40 different countries across Europe, North and Latin America and Asia, including more than 100 stores operating under the ForEyes name in the United States and Puerto Rico.

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. Our affiliate, First American Administrators, Inc., absolutely and irrevocably guarantees the performance of all of our obligations owed to you under any fully executed Franchise Agreement and any respective related agreements referred to in this disclosure document. A copy of the guarantee of performance is attached as part of Exhibit D. See Item 21 of this disclosure document for additional discussion of this guarantee.

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 |
|----------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| Essilor of America, Inc. (and its subsidiaries)<br>13555 N Stemmons Freeway<br>Dallas, Texas 75234 | Eyewear products, exam equipment and services          |
| Lux US Holdings (and its subsidiaries)<br>12 Harbor Park Drive<br>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, exam and therapeutic equipment 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 OPTICAL<sup>SM</sup>, 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: Matteo Accornero**

Matteo Accornero joined Vision Source as Senior Vice President and General Manager in January 2026. Prior to Vision Source, Mr. Accornero served as the General Manager for all operations of EssilorLuxottica in Australia and New Zealand from October 2020 to December 2025, after initially joining EssilorLuxottica during its integration earlier in 2020.

### **President & 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. In July 2024, Dr. Khoshnevis was promoted to lead Vision Source as its President & Chief Medical Officer. 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.

### **Head of Legal: 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. In connection with the ongoing integration of EssilorLuxottica, Ms. Green's title changed again to Head of Legal for Vision Source.

### **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 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: Carl Spear, O.D.**

Dr. Carl Spear is the Chief Medical Officer of EssilorLuxottica, and he was appointed to the EDA Board of Directors in January 2026. He founded and operated Sight and Sun Eyeworks and Panhandle Vision Institute, a network of integrated private optometry practices, before transitioning to roles in the optometric industry. Prior to his current role as Chief Medical Officer of EDA's parent company, Dr. Spear served as Senior Director of Professional Relations at Vision Group Holdings and held various roles at Alcon and Novartis Ophthalmics.

**Director: Fabrizio Uguzzoni.**

Fabrizio Uguzzoni has been a member of the EDA Board of Directors since April 2024. He is the President of Professional Solutions, Americas, for EssilorLuxottica, a role he was promoted to in April 2024, following his tenure as President of Professional Solutions for North America from August 2021 through March 2024. Prior to August 2021, Mr. Uguzzoni was the President of Wholesale, Americas for Luxottica from 2016 through 2021, following other roles of increasing scope and responsibility in Luxottica's Operations and Finance organizations.

**ITEM 3  
LITIGATION**

**Litigation Against Franchisees in the Last Fiscal Year**

During the fiscal year 2025, Vision Source initiated four lawsuits against franchisees. All of these lawsuits are collection matters.

*Vision Source, LLC vs. Todd M. Clark, O.D., LLC dba Image Optical, No. 176398.001 (Delaware County Common Pleas Court, Delaware County, OH), filed August 28, 2025.*

*Vision Source, LLC vs. Wyse Willa Optometry Inc dba Hollywood Vermont Optometrics, No. 14009921 (Superior Court of CA, LA - Burbank Courthouse, filed October 28, 2025)*

*Vision Source, LLC vs. Professional Eyecare Center / Michael S Russell OD, LLC, No. 2025AR002640 (DuPage County Circuit Court, filed September 30, 2025)*

*Vision Source, LLC vs. Capital Preservation Services, LLC, No. 1585668 (County Court of Rankin County, MS, filed October 23, 2025)*

Other than these actions, no litigation 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 | 30 days after end of calendar month      | See Footnote No. 1                                                                                                                                                                                                                                                                                                                           |
| Fees for Meals of Additional Attendees at Annual Meeting | Charge to cover meals for any employees or family members you bring to the annual meeting             | At least two weeks before meeting        | We pay for your meals at the annual meeting, if you choose to attend                                                                                                                                                                                                                                                                         |
| Review of Financial Records                              | Cost of review                                                                                        | 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                                                                                                                                                                                                                                       |
| 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 2                                                                                        | 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. 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. Member Dividends – The Vision Source Member Dividend is a quarterly payment made to eligible Franchisees who have: (1) adopted the Vision Source® brand in their Office and on the website for their Office (where such branding is permitted by state law and regulation of the practice of optometry and/or medicine); (2) identified their Office as a Vision Source Office with certain suppliers in the Cooperative Buying Program. For each fiscal quarter, Franchisees who have taken these two steps will be eligible to receive the return of 25% of the Royalty timely paid to Vision Source during the quarter. In order to receive the Dividend payment, Franchisees must be in good standing, meaning the Franchisee has made timely payments of all Royalty during the quarter and the Franchisee’s Franchise Agreement is current on the date when the payments are made. Franchisees whose agreements are terminated or expired will not be eligible to receive the quarterly Member Dividend. Other terms and conditions apply to the Member Dividend as set forth in the Royalty Rate Addendum attached to this Franchise Disclosure Document as Exhibit E-2. Vision Source reserves the right to terminate, suspend, expand and otherwise make changes to the Member Dividend, including the addition of utilization thresholds for certain suppliers in the Cooperative Buying Program. Franchisees will also find a HIPAA Business Associate Agreement in the form attached as Exhibit L in order to participate and receive the Member Dividend.
2. 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.

3. Multiple Office Program – This program is for franchisees and the franchisee's owners who 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 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, and the monthly Royalty fee for each Eye Care Center will be capped at \$1,500 per month, with annual Royalty fees for the group of five Eye Care Centers capped at \$80,000 for the year. A qualified new franchisee who has six or more Eye Care Centers will receive a 1.5% reduction in their Royalty fee as long as they continue to meet the qualifications of the Multiple Office Program, and the monthly Royalty fee for each Eye Care Center will be capped at \$1,000 per month, with annual Royalty fees for the group of six or more Eye Care Centers capped at \$100,000 for the year. 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.
4. Vision Source NEXT Programs. We may offer incentives for new or existing franchisees who either (1) purchase or invest in existing Vision Source Offices, or (2) enter into student loan repayment agreements with newly hired associate Optometrists employed to work in a Vision Source Office. 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 represent all or a portion of 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 may 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 either (1) 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; or (2) offset all or a portion of the obligation undertaken by the Franchisee under a student loan repayment agreement. We reserve the right to change or discontinue this incentive program at any time. Vision Source NEXT Program participants must be approved by the Senior Vice President and General Manager.

5. 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 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)         | \$10,000.00 to \$150,000.00                                                         | As Incurred       | Prior to Opening | Vendors                                |
| Leasing of Eye Care Center (deposit and first month's rent) (Note 1)    | \$5,000.00 to \$20,000.00                                                           | As Incurred       | Prior to Opening | Landlord                               |
| Signage                                                                 | \$1,500.00 to \$9,000.00                                                            | As Incurred       | Prior to Opening | Suppliers                              |
| Legal Fees                                                              | \$2,000 to \$15,000.00                                                              | As Incurred       | As Incurred      | Attorneys                              |
| Initial Inventories (Contact Lenses, Optical Frames & Lenses, Supplies) | \$20,000.00 to \$40,000.00                                                          | As Incurred       | As Incurred      | Vendors & Affiliates                   |
| Point-of-Sale Computer & Accounting Set-up                              | \$4,500.00 to \$12,000.00                                                           | 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                              |
| Prepaid Expenses and Deposits                                           | \$3,000.00 to \$5,000.00                                                            | As Incurred       | As Incurred      | Vendors & Utilities                    |
| Practice Development Expenses                                           | \$2,000.00 to \$6,000.00                                                            | As Incurred       | As Incurred      | Suppliers                              |
| Insurance (initial premium) (Note 2)                                    | \$2,000 to \$3,000.00                                                               | As Incurred       | As Incurred      | Insurance Company                      |
| Additional Funds – 3 Months (Note 3)                                    | \$20,000.00 to \$90,000.00                                                          | As Incurred       | As Incurred      | Vendors & Suppliers                    |
| <b>Total (Note 4)</b>                                                   | <b>\$100,000.00 to \$450,000.00</b><br>(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 \$9,000.00 | 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 \$5,000.00   | 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 |
| <b>Total (Note 4)</b>                | <b>\$500.00 to \$40,500.00</b><br>(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 month's 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 20 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, 2025, 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                   |

| Obligation                                                 | Section in Agreement                                 | Disclosure Document Item |
|------------------------------------------------------------|------------------------------------------------------|--------------------------|
| 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                     |
| l. 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                  |
| 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.**

**Pre-opening Assistance.** 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)

**Site Selection.** 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)

**Development Time.** 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 than 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 human resources and recruiting services tailored to your Office's particular needs.

**Advertising.** 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.

**Electronic Equipment and Computers.** 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.

**Operations Manual.** 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, ForEyes, Optical Shops of Aspen, Oliver Peoples, and Alain Mikli. In addition, LRNA is authorized to use the SEARS®, SEARS OPTICAL<sup>SM</sup>, 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® 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 the copyright to the source code for the “Vision Source MAX Estimator” (Copyright Number TXu 2-215-859). While Vision Source filed a patent application (No. 17/314,278 filed on May 7, 2021) titled HYBRID DECISION TREE MACHINE LEARNING SYSTEMS AND METHODS which was later published on November 11, 2021, Vision Source allowed the patent application to expire in December, 2024 following a the U.S. Patent & Trademark Office’s determination that the technology was not patentable. Vision Source MAX remains 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 non-competition agreements 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 a majority 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 licensed 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.**

| <b>Provision</b>                    | <b>Section in Franchise Agreement</b> | <b>Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 may renew for additional term(s) of 60 calendar months each, unless your Eye Care Center is in default or has established a pattern of defaulting on Royalty payment obligations, or 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, and your Franchise Agreement(s) will be terminated by Vision Source if you fail to renew the Franchise Agreement |

| Provision                                         | Section in Franchise Agreement  | Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                   |                                 | within 6 months following the expiration of any 60 month term, regardless of whether you have continued to pay Royalty following the expiration of the Franchise Agreement 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; 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. |
| 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.                                                                                                                                                                                                                                                                           |

| Provision                                 | Section in Franchise Agreement | Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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)              | <u>Non-curable defaults</u> : 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 termination of 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 Agreement | Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| l. Franchisor approval of transfer by franchisee                        | Section 8.02, 8.03 and 8.05    | 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 then-current 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, 8.05 and 8.06    | 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. Franchisor's right of first refusal to acquire franchisee's business | None                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| o. Franchisor's option to purchase franchisee's business                | None                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| p. Death or disability of franchisee                                    | Section 8.07                   | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------------------|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| q. Non-competition covenants during the term of the franchise             | Section 5.10                   | 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. |
| r. 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| s. 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| t. 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| u. 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                                                                                                                                                                                                                     |
|--------------------|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| v. 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. |
| w. 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: Head of Legal, or by email to LegalDocs@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 |
|-------------|------|----------------------------------|--------------------------------|------------|
| Franchised  | 2023 | 2,992                            | 2,992                          | 0          |
|             | 2024 | 2,992                            | 2,999                          | 7          |
|             | 2025 | 2,999                            | 3,027                          | 28         |



|               |      |       |       |    |
|---------------|------|-------|-------|----|
| Company-Owned | 2023 | 0     | 0     | 0  |
|               | 2024 | 0     | 0     | 0  |
|               | 2025 | 0     | 0     | 0  |
| Total Outlets | 2023 | 2,992 | 2,992 | 0  |
|               | 2024 | 2,992 | 2,999 | 7  |
|               | 2025 | 2,999 | 3,027 | 28 |

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 2023 to 2025**

| State      | Year | Number of Transfers |
|------------|------|---------------------|
| Arkansas   | 2023 | 1                   |
|            | 2024 | 1                   |
|            | 2025 | 0                   |
| California | 2023 | 1                   |
|            | 2024 | 6                   |
|            | 2025 | 5                   |
| Colorado   | 2023 | 0                   |
|            | 2024 | 1                   |
|            | 2025 | 0                   |
| Georgia    | 2023 | 1                   |
|            | 2024 | 0                   |
|            | 2025 | 0                   |
| Hawaii     | 2023 | 0                   |
|            | 2024 | 0                   |
|            | 2025 | 1                   |
| Illinois   | 2023 | 0                   |
|            | 2024 | 5                   |
|            | 2025 | 0                   |
| Indiana    | 2023 | 1                   |
|            | 2024 | 2                   |
|            | 2025 | 1                   |
| Iowa       | 2023 | 0                   |
|            | 2024 | 0                   |
|            | 2025 | 3                   |
| Kansas     | 2023 | 0                   |
|            | 2024 | 1                   |
|            | 2025 | 0                   |
| Louisiana  | 2023 | 0                   |
|            | 2024 | 0                   |
|            | 2025 | 1                   |

| State          | Year | Number of Transfers |
|----------------|------|---------------------|
| Maryland       | 2023 | 0                   |
|                | 2024 | 1                   |
|                | 2025 | 0                   |
| Massachusetts  | 2023 | 0                   |
|                | 2024 | 1                   |
|                | 2025 | 1                   |
| Michigan       | 2023 | 1                   |
|                | 2024 | 1                   |
|                | 2025 | 2                   |
| Mississippi    | 2023 | 0                   |
|                | 2024 | 0                   |
|                | 2025 | 1                   |
| Nebraska       | 2023 | 1                   |
|                | 2024 | 1                   |
|                | 2025 | 0                   |
| Nevada         | 2023 | 0                   |
|                | 2024 | 0                   |
|                | 2025 | 1                   |
| New Hampshire  | 2023 | 2                   |
|                | 2024 | 1                   |
|                | 2025 | 1                   |
| New Jersey     | 2023 | 2                   |
|                | 2024 | 0                   |
|                | 2025 | 0                   |
| North Carolina | 2023 | 0                   |
|                | 2024 | 0                   |
|                | 2025 | 4                   |
| Ohio           | 2023 | 0                   |
|                | 2024 | 1                   |
|                | 2025 | 1                   |
| Oklahoma       | 2023 | 0                   |
|                | 2024 | 1                   |
|                | 2025 | 0                   |
| Oregon         | 2023 | 2                   |
|                | 2024 | 0                   |
|                | 2025 | 1                   |
| Pennsylvania   | 2023 | 1                   |
|                | 2024 | 0                   |
|                | 2025 | 0                   |
| Tennessee      | 2023 | 1                   |
|                | 2024 | 0                   |
|                | 2025 | 1                   |
| Texas          | 2023 | 1                   |
|                | 2024 | 1                   |
|                | 2025 | 4                   |

| State         | Year | Number of Transfers |
|---------------|------|---------------------|
| Vermont       | 2023 | 0                   |
|               | 2024 | 0                   |
|               | 2025 | 1                   |
| Virginia      | 2023 | 0                   |
|               | 2024 | 0                   |
|               | 2025 | 1                   |
| Washington    | 2023 | 1                   |
|               | 2024 | 0                   |
|               | 2025 | 1                   |
| West Virginia | 2023 | 1                   |
|               | 2024 | 0                   |
|               | 2025 | 0                   |
| Wyoming       | 2023 | 1                   |
|               | 2024 | 0                   |
|               | 2025 | 0                   |
| Total         | 2023 | 18                  |
|               | 2024 | 24                  |
|               | 2025 | 31                  |

**Item 20 - Table No. 3**  
**Status of Franchised Outlets**  
**For Years 2023 to 2025**

| 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 |
|-------------|------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| Alabama     | 2023 | 37                       | 2              | 0            | 1            | 0                        | 0                                 | 38                         |
|             | 2024 | 38                       | 0              | 0            | 0            | 0                        | 0                                 | 38                         |
|             | 2025 | 38                       | 1              | 2            | 2            | 0                        | 0                                 | 35                         |
| Alaska      | 2023 | 12                       | 0              | 0            | 0            | 0                        | 2                                 | 10                         |
|             | 2024 | 10                       | 1              | 1            | 0            | 0                        | 0                                 | 10                         |
|             | 2025 | 10                       | 1              | 0            | 0            | 0                        | 0                                 | 11                         |
| Arizona     | 2023 | 30                       | 2              | 2            | 1            | 0                        | 0                                 | 29                         |
|             | 2024 | 29                       | 4              | 0            | 0            | 0                        | 0                                 | 33                         |
|             | 2025 | 33                       | 3              | 3            | 0            | 0                        | 0                                 | 33                         |
| Arkansas    | 2023 | 42                       | 3              | 0            | 0            | 0                        | 0                                 | 45                         |
|             | 2024 | 45                       | 2              | 0            | 4            | 0                        | 0                                 | 43                         |
|             | 2025 | 43                       | 4              | 0            | 1            | 0                        | 1                                 | 45                         |
| California  | 2023 | 329                      | 33             | 10           | 5            | 0                        | 3                                 | 344                        |
|             | 2024 | 344                      | 23             | 6            | 12           | 0                        | 4                                 | 345                        |
|             | 2025 | 345                      | 14             | 14           | 10           | 0                        | 5                                 | 330                        |
| Colorado    | 2023 | 46                       | 2              | 3            | 2            | 0                        | 0                                 | 43                         |
|             | 2024 | 43                       | 6              | 0            | 1            | 0                        | 0                                 | 48                         |
|             | 2025 | 48                       | 4              | 6            | 1            | 0                        | 0                                 | 45                         |
| Connecticut | 2023 | 17                       | 1              | 0            | 0            | 0                        | 0                                 | 18                         |
|             | 2024 | 18                       | 4              | 2            | 1            | 0                        | 0                                 | 19                         |
|             | 2025 | 19                       | 1              | 0            | 0            | 0                        | 0                                 | 20                         |

| 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 |
|---------------|------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| Delaware      | 2023 | 10                       | 0              | 1            | 0            | 0                        | 0                                 | 9                          |
|               | 2024 | 9                        | 0              | 0            | 0            | 0                        | 0                                 | 9                          |
|               | 2025 | 9                        | 0              | 0            | 0            | 0                        | 0                                 | 9                          |
| Florida       | 2023 | 152                      | 9              | 6            | 2            | 0                        | 2                                 | 151                        |
|               | 2024 | 151                      | 21             | 6            | 1            | 0                        | 0                                 | 165                        |
|               | 2025 | 165                      | 10             | 1            | 1            | 0                        | 1                                 | 172                        |
| Georgia       | 2023 | 48                       | 3              | 1            | 1            | 0                        | 0                                 | 49                         |
|               | 2024 | 49                       | 9              | 1            | 2            | 0                        | 2                                 | 53                         |
|               | 2025 | 53                       | 1              | 0            | 3            | 0                        | 0                                 | 51                         |
| Hawaii        | 2023 | 29                       | 2              | 0            | 1            | 0                        | 1                                 | 29                         |
|               | 2024 | 29                       | 0              | 1            | 1            | 0                        | 0                                 | 27                         |
|               | 2025 | 27                       | 0              | 0            | 0            | 0                        | 1                                 | 26                         |
| Idaho         | 2023 | 31                       | 1              | 0            | 1            | 0                        | 0                                 | 31                         |
|               | 2024 | 31                       | 1              | 0            | 0            | 0                        | 1                                 | 31                         |
|               | 2025 | 31                       | 8              | 0            | 0            | 0                        | 1                                 | 38                         |
| Illinois      | 2023 | 150                      | 10             | 1            | 3            | 0                        | 2                                 | 154                        |
|               | 2024 | 154                      | 4              | 1            | 0            | 0                        | 0                                 | 157                        |
|               | 2025 | 157                      | 10             | 1            | 1            | 0                        | 1                                 | 164                        |
| Indiana       | 2023 | 104                      | 8              | 2            | 0            | 0                        | 2                                 | 108                        |
|               | 2024 | 108                      | 9              | 1            | 2            | 0                        | 0                                 | 114                        |
|               | 2025 | 114                      | 5              | 6            | 2            | 0                        | 0                                 | 111                        |
| Iowa          | 2023 | 83                       | 2              | 7            | 0            | 0                        | 0                                 | 78                         |
|               | 2024 | 78                       | 0              | 1            | 4            | 0                        | 1                                 | 72                         |
|               | 2025 | 72                       | 0              | 1            | 4            | 0                        | 1                                 | 66                         |
| Kansas        | 2023 | 68                       | 1              | 0            | 1            | 0                        | 1                                 | 67                         |
|               | 2024 | 67                       | 3              | 0            | 0            | 0                        | 0                                 | 70                         |
|               | 2025 | 70                       | 3              | 0            | 1            | 0                        | 0                                 | 72                         |
| Kentucky      | 2023 | 30                       | 3              | 0            | 2            | 0                        | 0                                 | 31                         |
|               | 2024 | 31                       | 0              | 3            | 4            | 0                        | 0                                 | 24                         |
|               | 2025 | 24                       | 7              | 3            | 0            | 0                        | 0                                 | 28                         |
| Louisiana     | 2023 | 33                       | 4              | 1            | 1            | 0                        | 2                                 | 33                         |
|               | 2024 | 33                       | 1              | 1            | 0            | 0                        | 1                                 | 32                         |
|               | 2025 | 32                       | 3              | 1            | 2            | 0                        | 1                                 | 31                         |
| Maine         | 2023 | 2                        | 0              | 0            | 0            | 0                        | 1                                 | 1                          |
|               | 2024 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|               | 2025 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
| Maryland      | 2023 | 26                       | 2              | 1            | 0            | 0                        | 0                                 | 27                         |
|               | 2024 | 27                       | 1              | 0            | 1            | 0                        | 0                                 | 27                         |
|               | 2025 | 27                       | 3              | 0            | 0            | 0                        | 0                                 | 30                         |
| Massachusetts | 2023 | 39                       | 1              | 1            | 2            | 0                        | 1                                 | 36                         |
|               | 2024 | 36                       | 3              | 1            | 1            | 0                        | 1                                 | 36                         |
|               | 2025 | 36                       | 1              | 0            | 0            | 0                        | 1                                 | 36                         |
| Michigan      | 2023 | 129                      | 6              | 1            | 2            | 0                        | 1                                 | 131                        |
|               | 2024 | 131                      | 5              | 5            | 4            | 0                        | 4                                 | 123                        |
|               | 2025 | 123                      | 12             | 1            | 5            | 0                        | 0                                 | 129                        |
| Minnesota     | 2023 | 31                       | 1              | 0            | 1            | 0                        | 1                                 | 30                         |
|               | 2024 | 30                       | 3              | 0            | 0            | 0                        | 1                                 | 32                         |
|               | 2025 | 32                       | 5              | 1            | 1            | 0                        | 0                                 | 35                         |
| Mississippi   | 2023 | 35                       | 1              | 7            | 5            | 0                        | 0                                 | 24                         |
|               | 2024 | 24                       | 2              | 1            | 0            | 0                        | 0                                 | 25                         |
|               | 2025 | 25                       | 7              | 0            | 0            | 0                        | 0                                 | 32                         |

| 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 |
|----------------|------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| Missouri       | 2023 | 74                       | 10             | 0            | 0            | 0                        | 0                                 | 84                         |
|                | 2024 | 84                       | 3              | 1            | 1            | 0                        | 2                                 | 83                         |
|                | 2025 | 83                       | 1              | 2            | 0            | 0                        | 3                                 | 79                         |
| Montana        | 2023 | 12                       | 0              | 0            | 0            | 0                        | 0                                 | 12                         |
|                | 2024 | 12                       | 1              | 0            | 0            | 0                        | 0                                 | 13                         |
|                | 2025 | 13                       | 1              | 1            | 0            | 0                        | 0                                 | 13                         |
| Nebraska       | 2023 | 65                       | 3              | 2            | 1            | 0                        | 0                                 | 65                         |
|                | 2024 | 65                       | 0              | 1            | 1            | 0                        | 1                                 | 62                         |
|                | 2025 | 62                       | 1              | 0            | 1            | 0                        | 0                                 | 62                         |
| Nevada         | 2023 | 21                       | 1              | 0            | 0            | 0                        | 0                                 | 22                         |
|                | 2024 | 22                       | 0              | 1            | 0            | 0                        | 0                                 | 21                         |
|                | 2025 | 21                       | 4              | 1            | 0            | 0                        | 0                                 | 24                         |
| New Hampshire  | 2023 | 29                       | 0              | 0            | 1            | 0                        | 0                                 | 28                         |
|                | 2024 | 28                       | 1              | 0            | 2            | 0                        | 1                                 | 26                         |
|                | 2025 | 26                       | 2              | 1            | 0            | 0                        | 0                                 | 27                         |
| New Jersey     | 2023 | 42                       | 5              | 2            | 1            | 0                        | 0                                 | 44                         |
|                | 2024 | 44                       | 4              | 0            | 0            | 0                        | 0                                 | 48                         |
|                | 2025 | 48                       | 3              | 4            | 1            | 0                        | 1                                 | 45                         |
| New Mexico     | 2023 | 15                       | 0              | 0            | 0            | 0                        | 0                                 | 15                         |
|                | 2024 | 15                       | 1              | 0            | 0            | 0                        | 0                                 | 16                         |
|                | 2025 | 16                       | 5              | 0            | 0            | 0                        | 0                                 | 21                         |
| New York       | 2023 | 111                      | 8              | 5            | 0            | 0                        | 2                                 | 112                        |
|                | 2024 | 112                      | 7              | 6            | 2            | 0                        | 2                                 | 109                        |
|                | 2025 | 109                      | 6              | 5            | 0            | 0                        | 2                                 | 108                        |
| North Carolina | 2023 | 107                      | 3              | 21           | 1            | 0                        | 0                                 | 88                         |
|                | 2024 | 88                       | 3              | 0            | 3            | 0                        | 0                                 | 88                         |
|                | 2025 | 88                       | 10             | 4            | 1            | 0                        | 0                                 | 93                         |
| North Dakota   | 2023 | 13                       | 0              | 0            | 0            | 0                        | 0                                 | 13                         |
|                | 2024 | 13                       | 1              | 0            | 0            | 0                        | 0                                 | 14                         |
|                | 2025 | 14                       | 0              | 1            | 0            | 0                        | 1                                 | 12                         |
| Ohio           | 2023 | 112                      | 6              | 3            | 1            | 0                        | 1                                 | 113                        |
|                | 2024 | 113                      | 8              | 4            | 6            | 0                        | 0                                 | 111                        |
|                | 2025 | 111                      | 3              | 0            | 1            | 0                        | 1                                 | 112                        |
| Oklahoma       | 2023 | 65                       | 1              | 1            | 1            | 0                        | 0                                 | 64                         |
|                | 2024 | 64                       | 1              | 5            | 0            | 0                        | 0                                 | 60                         |
|                | 2025 | 60                       | 2              | 1            | 2            | 0                        | 2                                 | 57                         |
| Oregon         | 2023 | 62                       | 1              | 3            | 3            | 0                        | 0                                 | 57                         |
|                | 2024 | 57                       | 3              | 0            | 0            | 0                        | 0                                 | 60                         |
|                | 2025 | 60                       | 4              | 1            | 0            | 0                        | 0                                 | 63                         |
| Pennsylvania   | 2023 | 118                      | 1              | 2            | 3            | 0                        | 4                                 | 110                        |
|                | 2024 | 110                      | 3              | 5            | 6            | 0                        | 2                                 | 100                        |
|                | 2025 | 100                      | 12             | 1            | 5            | 0                        | 0                                 | 106                        |
| Rhode Island   | 2023 | 10                       | 0              | 0            | 0            | 0                        | 1                                 | 9                          |
|                | 2024 | 9                        | 0              | 0            | 0            | 0                        | 0                                 | 9                          |
|                | 2025 | 9                        | 1              | 0            | 0            | 0                        | 0                                 | 10                         |
| South Carolina | 2023 | 25                       | 3              | 3            | 1            | 0                        | 0                                 | 24                         |
|                | 2024 | 24                       | 1              | 0            | 0            | 0                        | 2                                 | 23                         |
|                | 2025 | 23                       | 0              | 2            | 2            | 0                        | 0                                 | 19                         |
| South Dakota   | 2023 | 11                       | 0              | 0            | 0            | 0                        | 0                                 | 11                         |
|                | 2024 | 11                       | 0              | 0            | 1            | 0                        | 0                                 | 10                         |
|                | 2025 | 10                       | 0              | 0            | 0            | 0                        | 0                                 | 10                         |

| 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 |
|----------------------|------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| Tennessee            | 2023 | 87                       | 5              | 1            | 3            | 0                        | 0                                 | 88                         |
|                      | 2024 | 88                       | 2              | 3            | 1            | 0                        | 0                                 | 86                         |
|                      | 2025 | 86                       | 1              | 1            | 0            | 0                        | 1                                 | 85                         |
| Texas                | 2023 | 243                      | 29             | 5            | 5            | 0                        | 0                                 | 262                        |
|                      | 2024 | 262                      | 22             | 5            | 6            | 0                        | 0                                 | 273                        |
|                      | 2025 | 273                      | 16             | 8            | 6            | 0                        | 1                                 | 274                        |
| Utah                 | 2023 | 32                       | 3              | 0            | 1            | 0                        | 1                                 | 33                         |
|                      | 2024 | 33                       | 3              | 1            | 0            | 0                        | 0                                 | 35                         |
|                      | 2025 | 35                       | 2              | 3            | 0            | 0                        | 1                                 | 33                         |
| Vermont              | 2023 | 7                        | 0              | 0            | 0            | 0                        | 0                                 | 7                          |
|                      | 2024 | 7                        | 0              | 0            | 0            | 0                        | 0                                 | 7                          |
|                      | 2025 | 7                        | 0              | 0            | 0            | 0                        | 0                                 | 7                          |
| Virginia             | 2023 | 45                       | 1              | 1            | 2            | 0                        | 0                                 | 43                         |
|                      | 2024 | 43                       | 4              | 1            | 5            | 0                        | 0                                 | 41                         |
|                      | 2025 | 41                       | 0              | 3            | 0            | 0                        | 0                                 | 38                         |
| Washington           | 2023 | 78                       | 8              | 4            | 1            | 0                        | 4                                 | 77                         |
|                      | 2024 | 77                       | 7              | 2            | 1            | 0                        | 4                                 | 77                         |
|                      | 2025 | 77                       | 2              | 0            | 0            | 0                        | 0                                 | 79                         |
| West Virginia        | 2023 | 14                       | 1              | 0            | 0            | 0                        | 1                                 | 14                         |
|                      | 2024 | 14                       | 1              | 0            | 0            | 0                        | 0                                 | 15                         |
|                      | 2025 | 15                       | 3              | 0            | 1            | 0                        | 0                                 | 17                         |
| Wisconsin            | 2023 | 64                       | 3              | 0            | 0            | 0                        | 3                                 | 64                         |
|                      | 2024 | 64                       | 2              | 0            | 4            | 0                        | 0                                 | 62                         |
|                      | 2025 | 62                       | 4              | 0            | 0            | 0                        | 0                                 | 66                         |
| Wyoming              | 2023 | 17                       | 0              | 0            | 0            | 0                        | 0                                 | 17                         |
|                      | 2024 | 17                       | 0              | 1            | 0            | 0                        | 0                                 | 16                         |
|                      | 2025 | 16                       | 2              | 0            | 0            | 0                        | 1                                 | 17                         |
| District of Columbia | 2023 | 0                        | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
|                      | 2024 | 0                        | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
|                      | 2025 | 0                        | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
| Total                | 2023 | 2,992                    | 189            | 97           | 56           | 0                        | 36                                | 2,992                      |
|                      | 2024 | 2,992                    | 180            | 67           | 77           | 0                        | 29                                | 2,999                      |
|                      | 2025 | 2,999                    | 188            | 79           | 54           | 0                        | 27                                | 3,027                      |

**Item 20 - Table No. 4**  
**Status of Company-Owned Outlets**  
**For Years 2023 to 2025**

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 |
|-----------------------|------|--------------------------|----------------|-------------------------------------|----------------|----------------------------|----------------------------|
| Totals for All States | 2023 | 0                        | 0              | 0                                   | 0              | 0                          | 0                          |
|                       | 2024 | 0                        | 0              | 0                                   | 0              | 0                          | 0                          |
|                       | 2025 | 0                        | 0              | 0                                   | 0              | 0                          | 0                          |

**Item 20 - Table No. 5**  
**Projected New Franchised Outlets**  
**As of December 31, 2025**

| <b>State</b>   | <b>Franchise Agreements Signed But Outlet Not Opened</b> | <b>Projected New Franchise Outlet In The Next Fiscal Year</b> | <b>Projected New Company-Owned Outlet in the Next Fiscal Year</b> |
|----------------|----------------------------------------------------------|---------------------------------------------------------------|-------------------------------------------------------------------|
| Alabama        | 0                                                        | 2                                                             | 0                                                                 |
| Alaska         | 0                                                        | 3                                                             | 0                                                                 |
| Arizona        | 0                                                        | 6                                                             | 0                                                                 |
| Arkansas       | 0                                                        | 4                                                             | 0                                                                 |
| California     | 0                                                        | 17                                                            | 0                                                                 |
| Colorado       | 0                                                        | 5                                                             | 0                                                                 |
| Connecticut    | 0                                                        | 3                                                             | 0                                                                 |
| Florida        | 0                                                        | 17                                                            | 0                                                                 |
| Georgia        | 0                                                        | 4                                                             | 0                                                                 |
| Hawaii         | 0                                                        | 2                                                             | 0                                                                 |
| Idaho          | 0                                                        | 4                                                             | 0                                                                 |
| Illinois       | 0                                                        | 4                                                             | 0                                                                 |
| Indiana        | 0                                                        | 5                                                             | 0                                                                 |
| Iowa           | 0                                                        | 4                                                             | 0                                                                 |
| Kansas         | 0                                                        | 4                                                             | 0                                                                 |
| Kentucky       | 0                                                        | 4                                                             | 0                                                                 |
| Louisiana      | 0                                                        | 4                                                             | 0                                                                 |
| Maryland       | 0                                                        | 4                                                             | 0                                                                 |
| Massachusetts  | 0                                                        | 5                                                             | 0                                                                 |
| Michigan       | 0                                                        | 6                                                             | 0                                                                 |
| Minnesota      | 0                                                        | 9                                                             | 0                                                                 |
| Mississippi    | 0                                                        | 4                                                             | 0                                                                 |
| Missouri       | 0                                                        | 4                                                             | 0                                                                 |
| Montana        | 0                                                        | 2                                                             | 0                                                                 |
| Nebraska       | 0                                                        | 2                                                             | 0                                                                 |
| Nevada         | 0                                                        | 5                                                             | 0                                                                 |
| New Hampshire  | 0                                                        | 1                                                             | 0                                                                 |
| New Jersey     | 0                                                        | 4                                                             | 0                                                                 |
| New Mexico     | 0                                                        | 3                                                             | 0                                                                 |
| New York       | 0                                                        | 5                                                             | 0                                                                 |
| North Carolina | 0                                                        | 5                                                             | 0                                                                 |
| North Dakota   | 0                                                        | 1                                                             | 0                                                                 |
| Ohio           | 0                                                        | 6                                                             | 0                                                                 |
| Oklahoma       | 0                                                        | 4                                                             | 0                                                                 |
| Oregon         | 0                                                        | 3                                                             | 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 |
|----------------------|---------------------------------------------------|--------------------------------------------------------|------------------------------------------------------------|
| Pennsylvania         | 0                                                 | 4                                                      | 0                                                          |
| Rhode Island         | 0                                                 | 1                                                      | 0                                                          |
| South Carolina       | 0                                                 | 5                                                      | 0                                                          |
| South Dakota         | 0                                                 | 2                                                      | 0                                                          |
| Tennessee            | 0                                                 | 4                                                      | 0                                                          |
| Texas                | 0                                                 | 14                                                     | 0                                                          |
| Utah                 | 0                                                 | 3                                                      | 0                                                          |
| Vermont              | 0                                                 | 1                                                      | 0                                                          |
| Virginia             | 0                                                 | 4                                                      | 0                                                          |
| Washington           | 0                                                 | 5                                                      | 0                                                          |
| West Virginia        | 0                                                 | 3                                                      | 0                                                          |
| Wisconsin            | 0                                                 | 4                                                      | 0                                                          |
| Wyoming              | 0                                                 | 2                                                      | 0                                                          |
| District of Columbia | 0                                                 | 2                                                      | 0                                                          |
| <b>Total</b>         | <b>0</b>                                          | <b>219</b>                                             | <b>0</b>                                                   |

Exhibit H to this disclosure document is a list of all Vision Source franchisees in the U.S.A. as of December 31, 2025, 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 2025, 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:

First American Administrators, Inc. (A wholly owned subsidiary of EyeMed Vision Care, LLC), Financial Statements as of and for the years ended December 31, 2025, 2024, 2023, and 2022 along with an Independent Auditors Report.



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, First American Administrators, Inc. absolutely and unconditionally guarantees to assume those duties and obligations. A copy of First American Administrators, 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
- Exhibit L HIPAA Business Associate Agreement

Vision Source does not require you as a prospective franchisee to sign or verbally respond to any separate Questionnaires, Acknowledgments or similar documents before entering into the Franchise Agreement.

## **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 Financial Protection and Innovation  
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, 7<sup>th</sup> Floor  
525 W. Ottawa Street  
Lansing, Michigan 48909  
(517) 373-1110

### **MINNESOTA**

Commissioner of Commerce  
Minnesota Department of Commerce  
85 7<sup>th</sup> 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, 21<sup>st</sup> Floor  
New York, New York 10005  
(212) 416-8222

### **NORTH DAKOTA**

Franchise Examiner  
North Dakota Insurance & Securities Department  
600 East Boulevard Avenue, Dept 401  
Bismarck, North Dakota 58505  
(701) 328-2910

### **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**

Department of Financial Institutions  
Securities Division  
PO Box 41200  
Olympia, Washington 98504-1200  
(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**

Insurance Commissioner  
North Dakota Insurance & Securities Department  
600 East Boulevard Avenue, Dept. 401  
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

# **First American Administrators, Inc.**

(A wholly owned subsidiary of EyeMed Vision Care, LLC)

**Financial Statements as of and for the Year Ended  
December 31, 2025**

**First American Administrators, Inc.**  
(A wholly owned subsidiary of EyeMed Vision Care, LLC)  
**Index**  
**December 31, 2025**

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|                                             | <b>Page(s)</b> |
|---------------------------------------------|----------------|
| <b>Report of Independent Auditors .....</b> | <b>1–2</b>     |
| <b>Financial Statements</b>                 |                |
| Balance Sheet .....                         | 3              |
| Statement of Operations .....               | 4              |
| Statement of Shareholder's Equity .....     | 5              |
| Statement of Cash Flows .....               | 6              |
| Notes to Financial Statements .....         | 7–11           |



Ernst & Young LLP  
Suite 1901  
111 W. Houston Street  
San Antonio, TX 78205

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ey.com

## **Report of Independent Auditors**

The Board of Directors  
First American Administrators, Inc.

### **Opinion**

We have audited the financial statements of First American Administrators, Inc. (the Company), which comprise the balance sheet as of December 31, 2025, and the related statements of operations, shareholder's equity and cash flows for the year then ended, and the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2025, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (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 the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **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 of material misstatement, whether due to fraud or error.

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

### **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 of 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 the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

*Ernst & Young LLP*

March 11, 2026

**First American Administrators, Inc.**  
(A wholly owned subsidiary of EyeMed Vision Care, LLC)  
**Balance Sheet**  
**December 31, 2025**

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|                                                                                                         | <b>2025</b>           |
|---------------------------------------------------------------------------------------------------------|-----------------------|
| <b>Assets</b>                                                                                           |                       |
| Cash                                                                                                    | \$ 20,534,881         |
| Receivables — net                                                                                       | \$ 161,464,397        |
| Due from affiliates                                                                                     | \$ 423,093,273        |
| Other assets                                                                                            | \$ 14                 |
| Deferred tax assets                                                                                     | \$ 880,940            |
| Total assets                                                                                            | <u>\$ 605,973,505</u> |
| <b>Liabilities and Shareholder's Equity</b>                                                             |                       |
| Accounts payable                                                                                        | \$ 24,218,632         |
| Due to affiliates                                                                                       | \$ 97,727,599         |
| Accrued liabilities                                                                                     | \$ 26,031,524         |
| Other liabilities                                                                                       | \$ 11,436,940         |
| Income taxes payable                                                                                    | \$ 23,365,047         |
| Total liabilities                                                                                       | <u>\$ 182,779,742</u> |
| Shareholder's equity                                                                                    |                       |
| Common stock, with \$1 par value — 10,000,000 shares<br>authorized; 1,000 shares issued and outstanding | \$ 1,000              |
| Accumulated earnings                                                                                    | \$ 423,192,763        |
| Total shareholder's equity                                                                              | <u>\$ 423,193,763</u> |
| Total liabilities and shareholder's equity                                                              | <u>\$ 605,973,505</u> |

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



**First American Administrators, Inc.**  
(A wholly owned subsidiary of EyeMed Vision Care, LLC)  
**Statement of Operations**  
**Year Ended December 31, 2025**

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|                               | 2025                        |
|-------------------------------|-----------------------------|
| <b>Revenues</b>               |                             |
| Fixed fee revenue             | \$ 2,973,999                |
| Administrative services - net |                             |
| Third parties                 | \$ 130,769,535              |
| Affiliates                    | \$ 27,680,226               |
| Affiliated interest income    | \$ 13,074,691               |
| Total revenues                | <u>\$ 174,498,451</u>       |
| <b>Expenses</b>               |                             |
| Professional services         | <u>\$ 3,121,556</u>         |
| Administration                |                             |
| Allocation from affiliates    | \$ 70,323,559               |
| Other expenses                | <u>\$ 394,767</u>           |
| Total administration          | <u>\$ 70,718,326</u>        |
| Total expenses                | <u>\$ 73,839,882</u>        |
| Income before income taxes    | \$ 100,658,569              |
| Income tax expense            | <u>\$ 24,194,742</u>        |
| Net income                    | <u><u>\$ 76,463,827</u></u> |

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

**First American Administrators, Inc.**  
(A wholly owned subsidiary of EyeMed Vision Care, LLC)  
**Statement of Shareholder's Equity**  
**Year Ended December 31, 2025**

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|                               | Common Stock  |          |                      |                |
|-------------------------------|---------------|----------|----------------------|----------------|
|                               | Shares Issued | Amount   | Accumulated Earnings | Total          |
| Balances at January 1, 2025   | 1,000         | \$ 1,000 | \$ 346,728,936       | \$ 346,729,936 |
| Net Income                    | -             | -        | \$ 76,463,827        | \$ 76,463,827  |
| Balances at December 31, 2025 | 1,000         | \$ 1,000 | \$ 423,192,763       | \$ 423,193,763 |

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

**First American Administrators, Inc.**  
(A wholly owned Subsidiary of EyeMed Vision Care, LLC)  
**Statement of Cash Flows**  
**Year Ended December 31, 2025**

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|                                                                           | <b>2025</b>      |
|---------------------------------------------------------------------------|------------------|
| <b>Cash flows from operating activities</b>                               |                  |
| Net income                                                                | \$ 76,463,827    |
| Adjustments to reconcile net income to net cash from operating activities |                  |
| Deferred tax assets                                                       | \$ 760,176       |
| Change in assets and liabilities                                          |                  |
| Receivables - net                                                         | \$ 53,036,796    |
| Other assets                                                              | \$ 1             |
| Accounts payable                                                          | \$ 3,325,957     |
| Other liabilities                                                         | \$ 4,700,367     |
| Income taxes payable                                                      | \$ 4,121,252     |
| Accrued liabilities                                                       | \$ (29,843,150)  |
| Total adjustments                                                         | \$ 36,101,399    |
| Net cash from operating activities                                        | \$ 112,565,226   |
| <b>Cash flows from investing activities</b>                               |                  |
| Due from affiliates                                                       | \$ (125,440,303) |
| Net cash used in investing activities                                     | \$ (125,440,303) |
| <b>Cash flows from financing activities</b>                               |                  |
| Due to affiliates                                                         | \$ 19,258,951    |
| Net cash from financing activities                                        | \$ 19,258,951    |
| <b>Net change in cash</b>                                                 | \$ 6,383,874     |
| <b>Cash</b>                                                               |                  |
| Beginning of year                                                         | \$ 14,151,007    |
| End of year                                                               | \$ 20,534,881    |
| <b>Supplemental disclosures</b>                                           |                  |
| Income taxes paid to affiliate                                            | \$ 19,258,230    |

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

**First American Administrators, Inc.**  
(A wholly owned subsidiary of EyeMed Vision Care, LLC)  
**Notes to Financial Statements**  
**December 31, 2025**

---

**1. Organization and Operations**

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

**2. Summary of Significant Accounting Policies**

**Basis of Presentation**

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“US GAAP”).

**Use of Estimates**

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

**Revenue Recognition**

The Company’s revenue consists of fixed fee revenue and administrative revenue. Fixed fee revenues are recorded based upon established per subscriber per month rates and the number of subscribers for the month and are recognized as services are provided for the month. Fixed fee revenues are generally derived from fixed fee plans, where FAA is the principal and retains the insurance risk. Administrative revenues are earned for providing claims processing services, are based on an established rate per member per month or a percentage of claims paid and are generally derived from fee for service plans. For fee for service plans, the plan sponsor is responsible for funding the cost of claims, and FAA is the agent in this transaction. Customarily by contract, the claims are paid by the Company with subsequent reimbursement from the plan sponsor. Claims paid and the reimbursement by the plan sponsor are presented net in the Administrative services line. FAA also earns administrative revenue from Eyemed Vision Care, LLC and other affiliates for adjudicating and processing claims on their behalf. See Footnote 3 for further information.

The Company’s contracts with customers are typically for a four-year period. Contracts generally consist of a single performance obligation to provide either managed vision care services or to provide claims processing services. Revenue is recognized over time as performance obligations are satisfied. The Company satisfies its performance obligations each month as services are rendered. Fixed fee revenue is generally billed in the month of benefit coverage based on a fixed monthly premium multiplied by the number of enrolled subscribers in the month in which the subscriber is entitled to receive benefits. Administrative revenue is generally billed in the month of benefit coverage based on a fixed administrative fee rate multiplied by the number of members in the month in which the member is entitled to receive benefits. Payments from customers are due upon receipt with a 31-day grace period.

**First American Administrators, Inc.**  
(A wholly owned subsidiary of EyeMed Vision Care, LLC)  
**Notes to Financial Statements**  
**December 31, 2025**

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**Receivables**

Gross receivables as of December 31, 2025 are \$165,855,053. The Receivables-net amounts stated on the face of the Balance Sheets are net of allowances for doubtful accounts amounting to \$4,390,656. The Company's allowance for doubtful accounts is based on a combination of factors, including evaluation of historical write-offs and aging of receivables.

**Expenses**

The expense associated with administering the fixed fee and fee for service managed vision care plans are included in allocation from affiliates on the accompanying statements of operations and accumulated earnings. The cost of professional services provided to subscribers is recorded in the period such services are incurred. \$251,694 of the Other expenses in 2025 related to Bad debt expense, with the remaining amount being miscellaneous expenses.

**Accrued Liabilities**

Accrued liabilities represent claims payable liabilities for services provided in the current year for which the claim has been received but not yet paid and an accrual of the estimate of the cost of services provided in the current year for which a claim has not been received. Accrued liabilities are recorded for fixed fee plans administered by the Company.

Accrued liabilities include claims payable for services provided in the current year for which the claim has been received but not yet paid of \$25,998,160 as of December 31, 2025. Accrued liabilities include an accrual of the estimate of the cost of services provided for which a claim has not been received of \$33,364 as of December 31, 2025.

**Income Taxes**

The Company is included in the consolidated federal income tax return of "EL USA". Additionally, the Company files certain separate company state income tax returns and other combined returns with affiliated companies. The Company's tax liability is computed as if the Company filed a separate federal income tax return and then is recorded in accordance with the benefits-for-loss income tax allocation method. When the Company reports a taxable income or loss, it will recognize the respective tax provision or tax benefit for accounting purposes. Such tax provision or tax benefit is transferred to "EL USA" through the due to or due from affiliate accounts. Income taxes payable at December 31, 2025 was \$23,365,047.

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

The Company applies a dual-step approach (recognition and measurement) in accordance with US GAAP, in recognizing uncertain tax positions taken, or expected to be taken, on tax returns. Recognition requires that the tax position must meet a threshold of more likely than not based solely on its technical merits that it will be sustained upon examination of the taxing authority. After

**First American Administrators, Inc.**  
(A wholly owned subsidiary of EyeMed Vision Care, LLC)  
**Notes to Financial Statements**  
**December 31, 2025**

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this test is met, the Company can recognize a tax benefit equal to the largest amount of benefit greater than 50% likely to be realized upon final settlement with the tax authority.

**Recent Accounting Pronouncements**

The Company has completed the process of evaluating the impact of recent accounting pronouncements, noted below, and has determined that these pronouncements will not be applicable when effective, or will not result in a change in our current accounting practices:

ASU 2025-03, Business Combinations and Consolidation: Determining the Accounting Acquirer in the Acquisition of a Variable Interest Entity

ASU 2025-05, Financial Instruments—Credit Losses: Measurement of Credit Losses for Accounts Receivable and Contract Assets

ASU 2025-06, Intangibles—Goodwill and Other—Internal-Use Software: Targeted Improvements to the Accounting for Internal-Use Software

ASU 2025-08, Financial Instruments—Credit Losses (Topic 326): Purchased Loans

ASU 2025-09, Derivatives and Hedging: Hedge Accounting Improvements

ASU 2025-11, Interim Reporting: Narrow-Scope Improvements

ASU 2025-12, Codification Improvements

**3. Transactions With Affiliates**

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

**Revenue**

The Company recognizes revenue for administration services rendered to EyeMed based upon the number of claims processed on behalf of the network. It also charges affiliates a contractual processing fee for claims adjudication as a fixed percentage of premiums. It is recorded in administrative services – net affiliates in the accompanying statements of operations. It flows through the due from affiliate line item in the accompanying balance sheets.

**Expenses**

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

**First American Administrators, Inc.**  
(A wholly owned subsidiary of EyeMed Vision Care, LLC)  
**Notes to Financial Statements**  
**December 31, 2025**

---

The Company's due from and due to affiliate amounts and related net intercompany interest expense are in accordance with formal note payable agreements for which the related receivable and payable activity is reflected within the investing and financing activities, respectively, within the statements of cash flows. The terms of the note payable state that the notes are due upon demand with three days' notice or on June 15, 2028. The Company earns interest income or is charged interest expense on the balances due from or due to affiliates using the short term 120% applicable federal rate quarterly rate for 2025 and 2024 on the outstanding balances. At December 31, 2025, the interest rate was 4.34%.

**4. Income Taxes**

The income tax provision (benefit) for 2025 is as follows:

|                             | <b>2025</b>                 |
|-----------------------------|-----------------------------|
| Current                     | \$ 23,584,104               |
| Deferred                    | <u>610,638</u>              |
| <b>Income tax provision</b> | <b><u>\$ 24,194,742</u></b> |

The tax effects of temporary differences that give rise to significant portions of the Company's deferred tax assets as of December 31, 2025 are as follows:

|                              | <b>2025</b>              |
|------------------------------|--------------------------|
| Bad debt reserves            | \$ 652,635               |
| Other nondeductible reserves | <u>\$ 228,305</u>        |
| <b>Deferred tax asset</b>    | <b><u>\$ 880,940</u></b> |

No valuation allowance was required as of December 31, 2025.

A reconciliation of the amount of unrecognized tax benefits recorded within accrued liabilities as of December 31, 2025 is as follows:

**First American Administrators, Inc.**  
(A wholly owned subsidiary of EyeMed Vision Care, LLC)  
**Notes to Financial Statements**  
**December 31, 2025**

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|                                                  | 2025              |
|--------------------------------------------------|-------------------|
| <b>Beginning balances</b>                        | \$ 582,222        |
| Gross increase — tax positions in current period | -                 |
| Gross decrease — tax positions in prior period   | (33,008)          |
| <b>Ending balances</b>                           | <u>\$ 549,214</u> |

The balance of unrecognized tax benefits that, if recognized, would affect the effective tax rate, was \$674,925 as of December 31, 2025. The Company does not anticipate the unrecognized tax benefits to change significantly during 2026.

The Company classifies interest and penalties related to income tax matters as components of income tax expense. Net interest expense related to unrecognized tax benefits was \$42,787 in 2025. The Company also recorded a decrease in penalties of \$6,206 in 2025. As of December 31, 2025, the Company has recognized a cumulative liability for interest and penalties of \$277,300.

The Company is subject to U.S. federal taxation in addition to various state jurisdictions. The Company's 2022 through 2024 tax years are open. The statute of limitations for state filings varies by jurisdiction. The results of any state tax examinations are not expected to have a significant effect on the results of operations or financial position.

For 2025, the effective tax rate approximated the Federal statutory rate after consideration of state and local taxes, net of federal benefit and adjusted for permanent differences.

## **5. Commitments and Contingencies**

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

## **6. Guarantee**

As part of their respective franchisee agreements, FAA provides a guarantee of the obligations to its franchisees for both Vision Source, LLC ("Vision Source") and the Pearle Vision franchise business ("Pearle") owned by Luxottica of America (both affiliated entities). If these franchisors are unable to perform under the terms of the franchise agreements, then FAA would be obligated to pay the franchisee any funds owed. As of December 31, 2025, neither Vision Source or Pearle had any outstanding obligations to its franchisees, including potential litigation. It is not possible to estimate the potential future payments, but due to the nature of the franchisee relationship, including the franchisee purchasing product from the franchisor, it is common for the franchisee to owe amounts to the franchisor. Franchise agreements are five years for Vision Source and ten years for Pearle which is the length of time that FAA would be liable under the guarantee.



**First American Administrators, Inc.**  
(A wholly owned subsidiary of EyeMed Vision Care, LLC)  
**Notes to Financial Statements**  
**December 31, 2025**

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**7. Subsequent Events**

Management evaluated the impact of subsequent events through March 11, 2026, the date the financial statements were available to be issued.

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

# **First American Administrators, Inc.**

(A wholly owned subsidiary of EyeMed Vision Care, LLC)

**Financial Statements as of and for the Years Ended  
December 31, 2024, 2023 and 2022**

**First American Administrators, Inc.**  
(A wholly owned subsidiary of EyeMed Vision Care, LLC)  
**Index**  
**December 31, 2024, 2023 and 2022**

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|                                                         | <b>Page(s)</b> |
|---------------------------------------------------------|----------------|
| <b>Report of Independent Auditors .....</b>             | <b>1–2</b>     |
| <b>Financial Statements</b>                             |                |
| Balance Sheets .....                                    | 3              |
| Statements of Operations and Accumulated Earnings ..... | 4              |
| Statements of Shareholder's Equity.....                 | 5              |
| Statements of Cash Flows .....                          | 6              |
| Notes to Financial Statements .....                     | 7–11           |



## **Report of Independent Auditors**

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

### ***Opinion***

We have audited the accompanying financial statements of First American Administrators, Inc. (the "Company") (a wholly owned subsidiary of EyeMed Vision Care, LLC), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of operations and accumulated earnings, of shareholders' equity and of cash flows for each of the three years in the period ended December 31, 2024, including the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023 and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024 in accordance with accounting principles generally accepted in the United States of America.

### ***Basis for Opinion***

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

### ***Emphasis of Matter***

As discussed in Note 3 to the financial statements, the Company has entered into significant transactions with affiliates EyeMed Vision Care IPA, LLC, EyeMed Insurance Company, EyeMed Vision Care HMO of Texas, and its parent, EyeMed Vision Care LLC, all related parties. Our opinion is not modified with respect to this matter.

### ***Responsibilities of Management for the Financial Statements***

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

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

### ***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is



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

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

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

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

A handwritten signature in cursive script that reads "PricewaterhouseCoopers LLP".

Indianapolis, Indiana

March 14, 2025

**First American Administrators, Inc.**  
(A wholly owned subsidiary of EyeMed Vision Care, LLC)  
**Balance Sheets**  
**December 31, 2024 and 2023**

---

|                                                                                                  | 2024                  | 2023                  |
|--------------------------------------------------------------------------------------------------|-----------------------|-----------------------|
| <b>Assets</b>                                                                                    |                       |                       |
| Cash                                                                                             | \$ 14,151,007         | \$ 4,244,975          |
| Receivables — net                                                                                | \$ 214,501,193        | \$ 176,916,899        |
| Note Payable - Due from affiliates                                                               | \$ 297,652,970        | \$ 251,370,876        |
| Prepaid expenses and other assets                                                                | \$ 15                 | \$ -                  |
| Deferred tax assets                                                                              | \$ 1,641,116          | \$ 1,492,427          |
| Total assets                                                                                     | <u>\$ 527,946,301</u> | <u>\$ 434,025,177</u> |
| <b>Liabilities and Shareholder's Equity</b>                                                      |                       |                       |
| Accounts payable                                                                                 | \$ 20,892,675         | \$ 19,509,498         |
| Note Payable - Due to affiliates                                                                 | \$ 78,468,648         | \$ 61,364,735         |
| Accrued liabilities                                                                              | \$ 55,874,674         | \$ 47,477,956         |
| Other liabilities                                                                                | \$ 6,736,573          | \$ 4,232,765          |
| Income taxes payable                                                                             | \$ 19,243,795         | \$ 17,103,267         |
| Total liabilities                                                                                | <u>\$ 181,216,365</u> | <u>\$ 149,688,221</u> |
| Shareholder's equity                                                                             |                       |                       |
| Common stock, without par value — 100,000 shares authorized; 1,000 shares issued and outstanding | \$ 1,000              | \$ 1,000              |
| Accumulated earnings                                                                             | <u>\$ 346,728,936</u> | <u>\$ 284,335,956</u> |
| Total shareholder's equity                                                                       | <u>\$ 346,729,936</u> | <u>\$ 284,336,956</u> |
| Total liabilities and shareholder's equity                                                       | <u>\$ 527,946,301</u> | <u>\$ 434,025,177</u> |

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

**First American Administrators, Inc.**  
(A wholly owned subsidiary of EyeMed Vision Care, LLC)  
**Statements of Operations and Accumulated Earnings**  
**Years Ended December 31, 2024, 2023 and 2022**

---

|                               | 2024                  | 2023                  | 2022                  |
|-------------------------------|-----------------------|-----------------------|-----------------------|
| <b>Revenues</b>               |                       |                       |                       |
| Fixed fee revenue             | \$ 2,180,266          | \$ 2,088,646          | \$ 1,705,471          |
| Administrative services - net |                       |                       |                       |
| Third parties                 | \$ 124,953,862        | \$ 114,025,814        | \$ 106,257,886        |
| Affiliates                    | \$ 27,871,720         | \$ 26,122,686         | \$ 22,528,408         |
| Intercompany interest income  | \$ 10,114,985         | \$ 9,402,672          | \$ 2,979,632          |
| Total revenues                | <u>\$ 165,120,833</u> | <u>\$ 151,639,817</u> | <u>\$ 133,471,397</u> |
| <b>Expenses</b>               |                       |                       |                       |
| Professional services         | <u>\$ 1,847,659</u>   | <u>\$ 1,817,051</u>   | <u>\$ 2,017,981</u>   |
| Administration                |                       |                       |                       |
| Allocation from affiliates    | \$ 77,945,188         | \$ 75,502,041         | \$ 66,982,280         |
| Other expenses                | <u>\$ 3,101,251</u>   | <u>\$ (2,433,859)</u> | <u>\$ 4,701,131</u>   |
| Total administration          | <u>\$ 81,046,439</u>  | <u>\$ 73,068,182</u>  | <u>\$ 71,683,411</u>  |
| Total expenses                | <u>\$ 82,894,098</u>  | <u>\$ 74,885,233</u>  | <u>\$ 73,701,392</u>  |
| Income before income taxes    | \$ 82,226,735         | \$ 76,754,585         | \$ 59,770,005         |
| Income tax expense            | <u>\$ 19,833,755</u>  | <u>\$ 17,943,372</u>  | <u>\$ 14,553,451</u>  |
| Net income                    | <u>\$ 62,392,980</u>  | <u>\$ 58,811,213</u>  | <u>\$ 45,216,554</u>  |
| <b>Accumulated earnings</b>   |                       |                       |                       |
| Beginning of year             | <u>\$ 284,335,956</u> | <u>\$ 225,524,743</u> | <u>\$ 180,308,189</u> |
| End of year                   | <u>\$ 346,728,936</u> | <u>\$ 284,335,956</u> | <u>\$ 225,524,743</u> |

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

**First American Administrators, Inc.**  
(A wholly owned subsidiary of EyeMed Vision Care, LLC)  
**Statements of Shareholder's Equity**  
**Years Ended December 31, 2024, 2023 and 2022**

---

|                                      | Common Stock |          |                      |                |
|--------------------------------------|--------------|----------|----------------------|----------------|
|                                      | Shares       | Amount   | Accumulated Earnings | Total          |
| <b>Balances at January 1, 2022</b>   | 100,000      | \$ 1,000 | \$ 180,308,189       | \$ 180,309,189 |
| Net Income                           | -            | -        | \$ 45,216,554        | \$ 45,216,554  |
| <b>Balances at December 31, 2022</b> | 100,000      | \$ 1,000 | \$ 225,524,743       | \$ 225,525,743 |
| Net Income                           | -            | -        | \$ 58,811,213        | \$ 58,811,213  |
| <b>Balances at December 31, 2023</b> | 100,000      | \$ 1,000 | \$ 284,335,956       | \$ 284,336,956 |
| Net Income                           | -            | -        | \$ 62,392,980        | \$ 62,392,980  |
| <b>Balances at December 31, 2024</b> | 100,000      | \$ 1,000 | \$ 346,728,936       | \$ 346,729,936 |

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



**First American Administrators, Inc.**  
**(A wholly owned Subsidiary of EyeMed Vision Care, LLC)**  
**Statements of Cash Flows**  
**Years Ended December 31, 2024, 2023 and 2022**

---

|                                                                           | 2024            | 2023            | 2022            |
|---------------------------------------------------------------------------|-----------------|-----------------|-----------------|
| <b>Cash flows from operating activities</b>                               |                 |                 |                 |
| Net income                                                                | \$ 62,392,980   | \$ 58,811,213   | \$ 45,216,554   |
| Adjustments to reconcile net income to net cash from operating activities |                 |                 |                 |
| Deferred tax assets                                                       | \$ (148,689)    | \$ 787,703      | \$ (1,079,162)  |
| Change in assets and liabilities                                          |                 |                 |                 |
| Receivables - net                                                         | \$ (37,584,294) | \$ (23,556,577) | \$ (15,533,381) |
| Prepaid expenses and other assets                                         | \$ (15)         | \$ 32           | \$ (32)         |
| Accounts payable                                                          | \$ 1,383,177    | \$ (11,300,504) | \$ 312,592      |
| Other liabilities                                                         | \$ 2,503,808    | \$ 2,094,921    | \$ 1,229,533    |
| Income taxes payable                                                      | \$ 2,140,528    | \$ 1,724,053    | \$ 4,016,171    |
| Accrued liabilities                                                       | \$ 8,396,718    | \$ (4,101,613)  | \$ 18,709,268   |
| Total adjustments                                                         | \$ (23,308,767) | \$ (34,351,985) | \$ 7,654,989    |
| Net cash from operating activities                                        | \$ 39,084,213   | \$ 24,459,228   | \$ 52,871,543   |
| <b>Cash flows from investing activities</b>                               |                 |                 |                 |
| Due from affiliates                                                       | \$ (46,282,094) | \$ (37,126,656) | \$ (62,707,268) |
| <b>Cash flows from financing activities</b>                               |                 |                 |                 |
| Due to affiliates                                                         | \$ 17,103,913   | \$ 15,382,500   | \$ 11,365,628   |
| <b>Net change in cash</b>                                                 | \$ 9,906,032    | \$ 2,715,072    | \$ 1,529,903    |
| <b>Cash</b>                                                               |                 |                 |                 |
| Beginning of year                                                         | \$ 4,244,975    | \$ 1,529,903    | \$ -            |
| End of year                                                               | \$ 14,151,007   | \$ 4,244,975    | \$ 1,529,903    |
| <b>Supplemental disclosures</b>                                           |                 |                 |                 |
| Income taxes paid to affiliate                                            | \$ 17,103,117   | \$ 15,381,740   | \$ 11,365,343   |

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

**First American Administrators, Inc.**  
(A wholly owned subsidiary of EyeMed Vision Care, LLC)  
**Notes to Financial Statements**  
**December 31, 2024, 2023 and 2022**

---

**1. Organization and Operations**

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

**2. Summary of Significant Accounting Policies**

**Basis of Presentation**

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP"). The Company's year-end is December 31<sup>st</sup>.

**Use of Estimates**

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

**Revenue Recognition**

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

The Company's contracts with customers are typically for a four-year period. Contracts generally consist of a single performance obligation to provide either managed vision care services or to provide claims processing services. Revenue is recognized over time as performance obligations are satisfied. The Company satisfies its performance obligations each month as services are rendered. Fixed fee revenue is generally billed in the month of benefit coverage based on a fixed monthly premium multiplied by the number of enrolled subscribers in the month in which the subscriber is entitled to receive benefits. Administrative revenue is generally billed in the month of benefit coverage based on a fixed administrative fee rate multiplied by the number of members in the month in which the member is entitled to receive benefits. Payments from customers are due upon receipt with a 31-day grace period. As of December 31, 2024 and 2023, receivables from contracts with customers, net of allowances for retrospective membership billing adjustments and doubtful accounts, were \$178,117,286 and \$148,640,120, respectively.

**First American Administrators, Inc.**  
(A wholly owned subsidiary of EyeMed Vision Care, LLC)  
**Notes to Financial Statements**  
**December 31, 2024, 2023 and 2022**

---

**Comprehensive Income**

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

**Receivables**

Gross receivables as of December 31, 2024 and 2023 are \$221,230,817 and \$185,577,903, respectively. The Receivables-net amounts stated on the face of the Balance Sheets are net of allowances for retrospective membership billing adjustments and doubtful accounts amounting to \$6,729,625 and \$8,661,003, respectively. The Company's allowance for doubtful accounts is based on a combination of factors, including evaluation of historical write-offs and aging of receivables.

The Company also holds a receivable in an amount equal to the fee for service claims incurred but not reported of \$36,383,907 and \$28,276,780 as of December 31, 2024 and, 2023, respectively. As described within the Revenue Recognition accounting policy, the claims are paid by the Company with subsequent reimbursement from the plan sponsor. These receivables are also included in the determination of the allowance for doubtful accounts.

**Expenses**

The expense associated with administering the fixed fee and fee for service managed vision care plans are included in allocation from affiliates on the accompanying statements of operations and accumulated earnings. The cost of professional services provided to subscribers is recorded in the period such services are incurred. \$2,958,240 of the Other expenses in 2024 related to Bad debt expense, with the remaining amount being miscellaneous expenses. In 2023, there were recoveries of Bad debt expense of \$2,600,781 and in 2022 there was \$4,244,481 of Bad debt expense in Other expenses.

**Accrued Liabilities**

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

Accrued liabilities include claims payable for services provided in the current year for which the claim has been received but not yet paid of \$19,463,406 and \$19,181,087 as of December 31, 2024 and 2023, respectively. Accrued liabilities include an accrual of the estimate of the cost of services provided for which a claim has not been received of \$36,411,268 and \$28,296,869 as of December 31, 2024 and 2023, respectively.

**Income Taxes**

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

**First American Administrators, Inc.**  
(A wholly owned subsidiary of EyeMed Vision Care, LLC)  
**Notes to Financial Statements**  
**December 31, 2024, 2023 and 2022**

---

taxes payable for December 31, 2024 was \$19,243,795 and income taxes payable for December 31, 2023 was \$17,103,267.

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

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

**Recent Accounting Pronouncements**

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

**3. Transactions With Affiliates**

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

**Revenue**

The Company recognizes revenue for administration services rendered to EyeMed and other affiliated entities based upon the number of claims processed on their behalf. Administrative services revenue from affiliates amounted to \$27,871,720, \$26,122,686 and \$22,528,408 in 2024, 2023 and 2022, respectively. It is recorded in administrative services – net affiliates in the accompanying statements of operations. It flows through the due from affiliate line item in the accompanying balance sheets.

**Expenses**

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

**First American Administrators, Inc.**  
(A wholly owned subsidiary of EyeMed Vision Care, LLC)  
**Notes to Financial Statements**  
**December 31, 2024, 2023 and 2022**

---

processed by EyeMed (including the Company). These charges amounted to \$77,945,188, \$75,502,041 and \$66,982,280 in 2024, 2023 and 2022, respectively.

The Company's due from and due to affiliate amounts and related net intercompany interest expense are in accordance with formal note payable agreements for which the related receivable and payable activity is reflected within the investing and financing activities, respectively, within the statements of cash flows. The terms of the note payable state that the notes are due upon demand with three days notice or on December 15, 2025. The Company earns interest income or is charged interest expense on the balances due from or due to affiliates using the short term 120% applicable federal rate quarterly rate for 2024 and 2023 on the balances outstanding. At December 31, 2024, 2023 and 2022, the interest rate was 5.07%, 6.18% and 5.36%, respectively. The intercompany interest income in 2024 was \$10,114,985 and interest income in 2023 was \$9,402,672 and in 2022 was \$2,979,632.

#### **4. Income Taxes**

The income tax provision (benefit) for 2024, 2023 and 2022, are as follows:

|                      | <b>2024</b>          | <b>2023</b>          | <b>2022</b>         |
|----------------------|----------------------|----------------------|---------------------|
| Current              | \$ 19,982,444        | \$ 17,155,669        | \$15,632,613        |
| Deferred             | (148,689)            | 787,703              | (1,079,162)         |
| Income tax provision | <u>\$ 19,833,755</u> | <u>\$ 17,943,372</u> | <u>\$14,553,451</u> |

The tax effects of temporary differences that give rise to significant portions of the Company's deferred tax assets as of December 31, 2024 and, 2023, are as follows:

|                              | <b>2024</b>         | <b>2023</b>         |
|------------------------------|---------------------|---------------------|
| Bad debt reserves            | \$ 1,255,040        | \$ 1,180,965        |
| Other nondeductible reserves | \$ 386,076          | \$ 311,462          |
| Deferred tax asset           | <u>\$ 1,641,116</u> | <u>\$ 1,492,427</u> |

No valuation allowance was required as of December 31, 2024 and 2023.

A reconciliation of the amount of unrecognized tax benefits recorded within accrued liabilities as of December 31, 2024 and 2023 is as follows:

**First American Administrators, Inc.**  
(A wholly owned subsidiary of EyeMed Vision Care, LLC)  
**Notes to Financial Statements**  
**December 31, 2024, 2023 and 2022**

---

|                                                  | 2024              | 2023              |
|--------------------------------------------------|-------------------|-------------------|
| <b>Beginning balances</b>                        | \$ 374,097        | \$ 346,377        |
| Gross increase — tax positions in current period | 443,452           | 71,843            |
| Gross decrease — tax positions in prior period   | <u>(235,327)</u>  | <u>(44,123)</u>   |
| <b>Ending balances</b>                           | <u>\$ 582,222</u> | <u>\$ 374,097</u> |

The balance of unrecognized tax benefits that, if recognized, would affect the effective tax rate, was \$673,405 and \$339,282 as of December 31, 2024 and 2023, respectively. The Company does not anticipate the unrecognized tax benefits to change significantly during 2025.

The Company recognized net accrued interest expense related to unrecognized tax benefits of \$74,483, \$22,205 and \$12,358 in 2024, 2023 and 2022, respectively. The Company also accrued penalties in 2024 of \$110,863. As of December 31, 2024 and 2023, the Company has recognized a cumulative liability for interest and penalties of \$240,719 and \$55,373, respectively.

The Company is subject to U.S. federal taxation in addition to various state jurisdictions. The Company's 2021 through 2023 tax years are open. The statute of limitations for state filings varies by jurisdiction. The results of any state tax examinations are not expected to have a significant effect on the results of operations or financial position.

For 2024 and 2023, the effective tax rate approximated the Federal statutory rate after consideration of state and local taxes, net of federal benefit and adjusted for permanent differences.

## **5. Commitments and Contingencies**

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

## **6. Subsequent Events**

Management evaluated subsequent events through March 14, 2025, the date the financial statements were available to be issued.

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

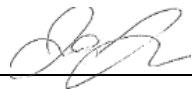
# EXHIBIT D

## GUARANTEE OF PERFORMANCE

For value received, First American Administrators, Inc., an Arizona corporation (the “**Guarantor**”), with an office located at 4000 Luxottica Place, Mason, Ohio 45040, absolutely and unconditionally guarantees to assume the duties and obligations of 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 2026 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 first. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Mason, Ohio on the 9th day of March, 2026.

**GUARANTOR: FIRST AMERICAN ADMINISTRATORS, INC.**

By:   
Name: Sara Francescutto  
Title: Chief Financial Officer – North America

**EXHIBIT E-1**

**FRANCHISE AGREEMENT**





# 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

## CONTENTS

|                                                                        | <u>PAGE</u> |
|------------------------------------------------------------------------|-------------|
| <b>ARTICLE 1. ISSUANCE OF FRANCHISE.....</b>                           | <b>1</b>    |
| 1.01 Grant of Franchise.....                                           | 1           |
| 1.02 Option for Additional Franchised Location(s).....                 | 2           |
| 1.03 Territory .....                                                   | 2           |
| 1.04 Sole Designated Location; Relocation .....                        | 3           |
| <b>ARTICLE 2. RELATIONSHIP BETWEEN FRANCHISOR AND FRANCHISEE .....</b> | <b>3</b>    |
| 2.01 Independent Entity .....                                          | 3           |
| 2.02 Practice of Optometry .....                                       | 3           |
| <b>ARTICLE 3. TERM AND RENEWAL.....</b>                                | <b>3</b>    |
| 3.01 Initial Term.....                                                 | 3           |
| 3.02 Renewal Option.....                                               | 3           |
| 3.02.1 No Default.....                                                 | 4           |
| 3.02.2 Payment of All Sums Due.....                                    | 4           |
| 3.02.3 Signing of Renewal Documents .....                              | 4           |
| 3.02.4 Signing of Special Release of Claims .....                      | 4           |
| 3.03 Acceptance of Payment from Holdover Franchisee.....               | 4           |
| <b>ARTICLE 4. MONETARY OBLIGATIONS OF FRANCHISEE .....</b>             | <b>5</b>    |
| 4.01 Royalty .....                                                     | 5           |
| 4.02 Payment and Reporting Method and Due Date.....                    | 6           |
| 4.03 Correction of Erroneous Payment and Reporting. ....               | 6           |
| 4.04 Interest on Late Payments .....                                   | 6           |
| 4.05 Application of Payments .....                                     | 7           |
| 4.06 Suspension of Services.....                                       | 7           |
| 4.07 Rebates. ....                                                     | 7           |
| 4.08 No Inducement of Prohibited Conduct.....                          | 7           |
| 4.09 Fair Market Value and Commercial Reasonableness. ....             | 7           |
| <b>ARTICLE 5. OTHER OBLIGATIONS OF FRANCHISEE.....</b>                 | <b>7</b>    |
| 5.01 Advertising and Marketing.....                                    | 8           |
| 5.02 Insurance .....                                                   | 8           |
| 5.03 Professional Status and Requirements .....                        | 8           |
| 5.04 Compliance with Laws.....                                         | 9           |
| 5.05 Costs of Construction.....                                        | 9           |
| 5.06 Maintenance .....                                                 | 9           |
| 5.07 Payment of Indebtedness.....                                      | 9           |
| 5.08 Financial Information and Reports.....                            | 9           |
| 5.09 Use of Names and Marks .....                                      | 9           |
| 5.10 Practice Outside of Designated Location .....                     | 9           |
| <b>ARTICLE 6. COOPERATIVE BUYING PROGRAM.....</b>                      | <b>10</b>   |
| 6.01 Cooperative Buying Program.....                                   | 10          |
| 6.02 Administrative Fees.....                                          | 11          |
| 6.03 Compliance with Laws.....                                         | 11          |
| <b>ARTICLE 7. OTHER OBLIGATIONS OF FRANCHISOR .....</b>                | <b>12</b>   |
| 7.01 Consultation and Services .....                                   | 12          |

|                                                                                  | <u>Page</u> |
|----------------------------------------------------------------------------------|-------------|
| 7.02 Advertising and Promotional Material .....                                  | 12          |
| 7.03 Administrator .....                                                         | 12          |
| <b>ARTICLE 8. TRANSFER OF INTEREST BY FRANCHISEE .....</b>                       | <b>12</b>   |
| 8.01 Purpose and Definitions .....                                               | 12          |
| 8.02 Permitted Transfers .....                                                   | 12          |
| 8.03 Transfers Requiring Consent.....                                            | 13          |
| 8.04 Advance Notice for Permitted and Control Transfers.....                     | 13          |
| 8.05 Reasons for Disapproval .....                                               | 13          |
| 8.06 Transfer Requirements .....                                                 | 13          |
| 8.07 Transfer Upon Death, Disability or Mental Incompetency .....                | 14          |
| 8.08 No Waiver .....                                                             | 14          |
| <b>ARTICLE 9. PRESERVATION OF NAMES AND MARKS .....</b>                          | <b>14</b>   |
| 9.01 Franchisor’s Title .....                                                    | 14          |
| 9.02 Franchisee’s Use .....                                                      | 14          |
| 9.03 Notice of Registration .....                                                | 14          |
| 9.04 Quality of Services and Products .....                                      | 14          |
| 9.05 Conflicts with Franchisor .....                                             | 14          |
| 9.06 Confidential Information.....                                               | 14          |
| 9.07 Unauthorized Use by Third Parties .....                                     | 15          |
| 9.08 Change in Marks .....                                                       | 15          |
| <b>ARTICLE 10. TERMINATION OF AGREEMENT.....</b>                                 | <b>15</b>   |
| 10.01 Events Permitting Termination .....                                        | 15          |
| 10.02 Effect on Other Agreements.....                                            | 17          |
| <b>ARTICLE 11. OCCURRENCES UPON EXPIRATION, NON-RENEWAL OR TERMINATION .....</b> | <b>18</b>   |
| <b>ARTICLE 12. INDEMNIFICATION BY FRANCHISEE .....</b>                           | <b>19</b>   |
| <b>ARTICLE 13. FINANCIAL REVIEW RIGHTS .....</b>                                 | <b>19</b>   |
| <b>ARTICLE 14. DISPUTE RESOLUTION .....</b>                                      | <b>20</b>   |
| 14.01 Negotiation and Mediation.....                                             | 20          |
| 14.01.1 Agreement to Use Procedures .....                                        | 20          |
| 14.01.2 Initiation of Procedures .....                                           | 20          |
| 14.01.3 Direct Negotiations .....                                                | 20          |
| 14.01.4 Mediation .....                                                          | 20          |
| 14.02 Arbitration .....                                                          | 20          |
| 14.03 Exceptions. ....                                                           | 21          |
| 14.04 Jurisdiction and Venue .....                                               | 22          |
| 14.05 Governing Law.....                                                         | 22          |
| 14.06 Waiver of Exemplary Damages .....                                          | 22          |
| 14.07 Remedies Nonexclusive .....                                                | 22          |
| 14.08 Attorney’s Fees .....                                                      | 22          |
| <b>ARTICLE 15. NOTICES AND OTHER COMMUNICATIONS .....</b>                        | <b>22</b>   |
| <b>ARTICLE 16. ACKNOWLEDGMENTS .....</b>                                         | <b>23</b>   |
| 16.01 Independent Investigation .....                                            | 23          |
| 16.02 Receipt of Documents .....                                                 | 23          |
| 16.03 Organization of Franchisee .....                                           | 24          |
| 16.04 Other Acknowledgments.....                                                 | 24          |

|                                                                            | <u>Page</u> |
|----------------------------------------------------------------------------|-------------|
| <b>ARTICLE 17. GENERAL PROVISIONS.....</b>                                 | <b>24</b>   |
| 17.01 Definition of “Franchisee” .....                                     | 24          |
| 17.02 Exclusion.....                                                       | 24          |
| 17.03 Entire and Only Agreement.....                                       | 25          |
| 17.04 Amendments.....                                                      | 25          |
| 17.05 Severability.....                                                    | 25          |
| 17.06 Approvals in Writing.....                                            | 25          |
| 17.07 No Warranties by Franchisor .....                                    | 25          |
| 17.08 No Waiver .....                                                      | 25          |
| 17.09 Waiver of Consumer Rights and Remedies .....                         | 25          |
| 17.10 Survival .....                                                       | 26          |
| 17.11 No Third Party Beneficiaries.....                                    | 26          |
| 17.12 Assignment by Franchisor.....                                        | 26          |
| 17.13 Time is of the Essence.....                                          | 26          |
| 17.14 Gender and Number .....                                              | 26          |
| 17.15 Captions.....                                                        | 26          |
| 17.16 Guaranty .....                                                       | 26          |
| 17.17 Electronic Signing and Delivery .....                                | 26          |
| <b>EXHIBIT A TERRITORY .....</b>                                           | <b>28</b>   |
| <b>EXHIBIT B GUARANTY OF FRANCHISE AGREEMENT .....</b>                     | <b>29</b>   |
| <b>EXHIBIT C SPECIAL RELEASE OF CLAIMS .....</b>                           | <b>31</b>   |
| <b>EXHIBIT D NOTICE OF ELECTION TO OPT OUT OF FRANCHISE AGREEMENT.....</b> | <b>33</b>   |
| <b>EXHIBIT E ADMINISTRATIVE FEE EXCEPTIONS.....</b>                        | <b>35</b>   |

# FRANCHISE AGREEMENT

This Franchise Agreement (“Agreement”) is made and entered into by and between Vision Source, LLC, a Texas limited liability company (“Franchisor”), 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.

**1.03 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 Article 10 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 («Initial Term») will commence on «*Start Date*» («*Start Date*») 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. Franchisees who have been delinquent and defaulted on their obligation to submit monthly sales reports and pay monthly Royalty fees two or more times during the Initial Term or any Renewal Term will be considered ineligible for renewal.

**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 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.

**3.02.4 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. Regardless of whether Franchisee has remitted Royalty payments after the term has expired, if Franchisee has failed to sign renewal documents as required under Section 3.02.4, and six (6) months have passed since the expiration of either the Initial Term of this Agreement or any renewal term, Franchisor shall proceed to formally terminate the expired Agreement and announce such termination to the vendors in the Cooperative Buying Program and other third party service providers supporting the Franchisor's System.

**3.04 Notice of Intent Not to Renew.** Franchisee must give Franchisor written notice of Franchisee's intent not to renew the Franchise Agreement at least four (4) full calendar months prior to the end of the expiring term.



#### 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 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 thirtieth (30th) 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 Correction of Erroneous Payment and Reporting.** Franchisee acknowledges the importance of Franchisor having access to full and accurate information and records regarding the Franchisee’s submission of Gross Receipts and Allowable Sales Deductions. Franchisee will have ninety (90) days following each monthly report of Gross Receipts and Allowable Sales Deductions to correct any errors in its calculations, and Franchisor will make adjustments to correct under- and over-reporting for errors that are identified timely. Franchisor will not, under any circumstances, permit such adjustments for more than a six-month period following Franchisee’s discovery of an error in its submission of Gross Revenues and Allowable Sales Deductions.

**4.04 Interest on Late Payments.** 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. Franchisor will also place a hold on any rebates received by Franchisor based on Franchisee’s purchases in the Cooperative Buying Program (section 6.01 below) when payments are not made by the end of the 90<sup>th</sup> day following a due date. Where payment is not made by the end of the 180<sup>th</sup> day following a due date, Franchisor will automatically apply any rebate amounts withheld to the outstanding balance, including late fees and interest. 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 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 this charge is not a waiver of Franchisor's right to be paid on time.

**4.05 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 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.

**4.06 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.

**4.07 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.

**4.08 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.

**4.09 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, however, Franchisor may elect to (i) remove the section from 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.

**5.10 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**

**6.01 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-to-time 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 "net purchase price" 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 "Transfer" 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 "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. The term "control" 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 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).

**8.05 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® 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 8.067.

**8.06 Transfer Requirements.** If Franchisor tentatively approves (or is deemed to have approved) a proposed Transfer under Section 8.03, the requirements for that Transfer are:

(a) 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.

(b) 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.

(c) 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.

(d) 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.

**8.07 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.

**8.08 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 (19<sup>th</sup>) 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) 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 ("Initiating Party") 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 ("Responding Party") 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 ("ADR Organization"). 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 jurisdiction 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: Legaldocs@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 Franchise 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 "Franchisee" 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.

«TableStart:CompOwner1»«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.

*(Signatures on the next page)*

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: \_\_\_\_\_  
Name: Jeff Duncan  
Title: General Manager  
Effective Date: \_\_\_\_\_

By: «TableStart:CompOwner 2» \_\_\_\_\_  
Name: «Signer FName 1» «Signer MName 1»  
«Signer LName 1», «Mbr Cred 1»  
Title: «Owner Title 1»  
Date Signed: «TableEnd:CompOwner 2» \_\_\_\_\_

**EXHIBIT A**  
**TERRITORY**

The Territory is the area within the centerlines of the following GPS coordinates, or highways, streets and boundary lines, as they exist on the Effective Date of this Franchise Agreement:

«Territory Desc»

**Note:** The above Territory applies only to the Designated Location stated in Section 1.04 of this Franchise Agreement. If Franchisee has one or more additional approved location(s), the territory for each additional approved location must be specified in a separate franchise agreement for each additional approved location.

«TerritoryImage»



**EXHIBIT B**  
**GUARANTY OF FRANCHISE AGREEMENT**

In consideration of, and as an inducement to, the signing 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 \_\_\_\_\_, a \_\_\_\_\_, (“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 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 “Liabilities”), 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 \_\_\_\_\_ ("Franchisee"). 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.)*

IN WITNESS WHEREOF, the Parties to this Special Release of Claims have signed this document on the dates below their signatures, in multiple counterparts, each of which will be an original for all purposes and will be effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**FRANCHISOR:**  
VISION SOURCE, LLC

**FRANCHISEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
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 Franchise Agreement (“Notice”) is provided by the undersigned (“Franchisee”) to Vision Source, LLC (“Franchisor”) 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 same 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.
5. Franchisee must identify, below or on an attachment to this Notice, the specific reason(s) why Franchisee is electing to opt out of the Franchise Agreement.

Reason(s): \_\_\_\_\_

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.

### 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
- 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.

**FRANCHISEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**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**

Administrative service fee paid by Vision Source vendors are equal to or less than 3% of purchases, except for Pure & Clean Vision, LLC, which pays administrative service fees equal to 15% of purchases. This disclosure is provided for compliance with the Federal Medicare/Medicaid laws and Safe Harbor Regulations 42USC §1320a-7b(b)(3)(C) and 42 CFR §1001.952(j).

## EXHIBIT E-2

### ADDENDUM TO FRANCHISE AGREEMENT

Under Section 17.04 of the Franchise Agreement with a Start Date of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, (“Franchisee”), of \_\_\_\_\_, and Vision Source, LLC (“Franchisor”), of 23824 Highway 59 North, Kingwood, Texas 77339, (“Franchise Agreement”), the following provisions of the Franchise Agreement are changed as follows:

**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 [60 months or 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 monthly credit against the Royalty payment owed in the amount of [DOLLARS] during the Extended Term (the “Franchisor’s Credit”). The Franchisor’s Credit is offered to Franchisee to provide financial support in connection with third-party financing the Franchisee has secured to grow the Office, or obligations the Franchisee has undertaken to provide student loan repayment stipends to newly hired, licensed Optometrists employed to work in the Office, providing additional exams to patients the Office otherwise could not schedule and treat without the addition of the new Optometrist (hereinafter the “Franchisee’s Loan Obligation”). Franchisee shall provide Franchisor with copies of all documentation relating to the Franchisee’s Loan Obligation, including loan agreements with third party financing companies or employment agreements with newly hired Optometrists.

During the Extended Term, Franchisor will provide the Franchisor’s Credit for so long as Franchisee adopts and maintains participation in the following programs and aspects of the Vision Source System (collectively the “Franchisor’s Credit 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 or another similar website developer proposed by Franchisee and approved by Franchisor; (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) [EL360 Champion, EL360 Pro, or EL 360 Explorer]; (ii) selection and use of Vision source Elite Contact Lens Vendors as the primary contact lenses dispensed in the Office; and (iii) either Frame Dream Premium or Focus on Frames.

Franchisee's compliance with the Franchisor's Credit 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 Franchisor's Credit Participation Requirements, the Franchisor's Credit will not be applied to the Franchisee's Royalty payments during the quarter following the quarter in which Franchisee failed to meet the Franchisor's Credit Participation Requirements. If Franchisee meets the Franchisor's Credit Participation Requirements in the next quarter following the quarterly period in which the Franchisor's Credit Participation Requirements were not fulfilled, then the Franchisor's Credit will be applied in subsequent quarters. Should Franchisee re-finance its Loan Obligation at any time during the Extended Term, Franchisee shall provide a copy of the refinanced loan agreement(s) to Franchisor, evidencing principal amounts due and interest rates charged. Franchisee will be responsible for submitting program compliance progress each quarter (on the Insight portal) throughout the term of the agreement.

In the event that Franchisee defaults in its obligations under the Franchisee's Loan Obligation, Franchisor shall suspend any further Credits, and Franchisee agrees to return any of the Franchisor's Credits that were diverted to purposes other than supporting the repayment of Franchisee's Loan Obligation. With particular reference to Franchisee's Loan Obligations arising from the repayment of student loans for newly hired Optometrists, Franchisee agrees to submit payroll records for Franchisor's inspection should Franchisee default in its obligations to the newly hired Optometrist. [*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 "Gross Receipts" also does not include any amounts charged to patients of Franchisee for services and/or optical goods that only a licensed ophthalmologist or medical physician can lawfully provide or dispense in the Designated Location.

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.

#### **VISION SOURCE MEMBER DIVIDENDS**

Franchisee will be eligible at its option to receive Vision Source Member Dividends, on the following terms and conditions:

Franchisee may earn Vision Source Member Dividends (also referred to as the “Dividend”) by:

- 1) Aligning all of the Franchisee’s office accounts with Vision Source’s Elite Vendors (with no required purchase); and

- 2) Adopting Vision Source® branding for Franchisee's office in compliance with Vision Source Brand Standards (where permitted by State law and regulations governing the practice of Optometry). Branding includes the adoption of at least tag-line "Member of Vision Source®" branding as approved by Franchisor in Franchisee's Office on the patient-facing front door, and in a *prominent place* on the Office's website, including where tag-line branding is in use.

So long as Franchisee remains in good standing under the Franchise Agreement, remits Royalty payments by the thirtieth (30th) day following the last day of the calendar month for which payment is made, and completes the alignment and branding requirements outlined above, Franchisee will receive a Dividend equal to 25% of the Royalty timely reported and paid during each fiscal quarter,

Dividend payments will be paid in the *second month* following the regular fiscal quarter for Royalty timely reported and paid in the prior quarter. All Dividends will be distributed to the Franchisee by check or ACH on a quarterly basis. Royalty must be *timely reported and paid* (by the 30<sup>th</sup> day of the end of the calendar month for which payment is made) for every month in each quarterly measurement period in order for Franchisee to receive a Dividend.

**Ongoing Eligibility for Vision Source Member Dividends.** To remain eligible for the Dividend in future fiscal quarters, Franchisee must remain in good standing under the Franchise Agreement, maintain minimum Franchisor-approved tag-line "Member of Vision Source®" branding, and maintain the alignment of its Office's accounts with Vision Source's Elite Vendors, even as the roster of Elite Vendors may change from time to time in Vision Source's discretion.

**Other Terms and Conditions applicable to Vision Source Member Dividends.**

**Royalty payments are delinquent, impacting Franchisee's good standing under the Franchise Agreement, if not received by Franchisor by the thirtieth (30th) day following the last day of the calendar month for which payment is 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.**

Vision Source Member Dividends are intended to be an on-going feature of the Vision Source System and Network for all Franchisees who elect to participate. Franchisor reserves all rights to amend Vision Source Member Dividends from time to time, including expansion, suspension or termination of the Dividend, with all such notices to be made by publication on Insight and other channels. The Vision Source Member Dividend is not a traditional dividend payment associated with any ownership of Franchisor, Vision Source LLC. By virtue of participation in and receipt of Vision Source Member Dividends, Franchisee should not consider itself an owner of Vision Source LLC, which is a wholly owned subsidiary of Essilor Doctor Alliances Corporation.

Rather, Vision Source Member Dividends are a reward for adopting Vision Source branding and engaging with certain preferred suppliers, and Franchisee will not receive the Dividend if the requirements are unmet during each quarterly measurement period. Franchisees whose Franchise Agreements are expired or terminated on the day when the Dividend is disbursed, or whose Royalty payments and reports are delinquent at any time in the measurement period, will not receive the Dividend, regardless of whether the other conditions for the Dividend have been met. Franchisees who receive the Dividend in error agree to Franchisor's unilateral reversal of erroneous disbursements, or to return to Franchisor immediately upon notice any erroneous dividends that may have been paid out by Franchisor.

In connection with Vision Source Member Dividends, Franchisor may utilize data available from Gateway Professional Network, LLC ("GPN") for Franchisees whose systems are currently reporting data to GPN. For Franchisees not integrated with GPN, Franchisee will be responsible for sharing access to its

dispensing data with Franchisor so that Dividend criteria may be assessed for each quarterly measurement period. Franchisee agrees to enter a HIPAA Business Associate Agreement with Franchisor where necessary to support access to, and use of, such data.

Franchisee will be able to view its Dividends through the Member Dashboard on Vision Source Insight. Dividend payments will be made to Franchisees by check or ACH, in keeping with Franchisee's current payment preference for other remittances from Franchisor.

Franchisor and each Dividend-eligible Franchisee covenant and agree that they will comply with all applicable federal and state laws and regulations, including, but not limited to, the federal health care program anti-kickback statute, 42 U.S.C. §1320a-7b(b) (the "Anti-Kickback Statute") and its state law counterparts. Any Franchisee that is excluded, debarred, or suspended from participation in any federal health care program will be subject to termination under the Franchise Agreement and will not be eligible to receive Dividends. The term "federal health care program" is defined at 42 U.S.C. §1320a-7b(f) and includes Medicare, Medicaid, TRICARE and certain other government funded health care programs and plans. If a Franchisee who has been excluded, debarred or suspended from federal health care programs receives the Dividend in error, Franchisee agrees to Franchisor's unilateral reversal of any Dividend disbursement, or to return immediately to Franchisor on demand any Dividend actually paid out to Franchisee.

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 [alternatively, up to eighty-four (84) months of the Extended Term], the Franchisee agrees to pay a Termination Fee in the cumulative amount of all the monthly Franchisor's Credits 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:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Executed: \_\_\_\_\_

## **EXHIBIT F**

### **GUARANTY OF FRANCHISE AGREEMENT**

In consideration of, and as an inducement to, the signing 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 \_\_\_\_\_, a \_\_\_\_\_, (“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 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 “Liabilities”), 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 Vision Source Franchisees

### As of December 31, 2025

| Office State | Office City       | Office Address                      | Office Zip | Office Phone   | Office Owner       |
|--------------|-------------------|-------------------------------------|------------|----------------|--------------------|
| AK           | Anchorage         | 2211 East Northern Lights Boulevard | 99508      | (907) 276-2080 | Ashley Kettler     |
| AK           | Anchorage         | 10998 O'Malley Centre Drive         | 99515      | (907) 344-3700 | Andrea Eberle      |
| AK           | Anchorage         | 300 East Dimond Boulevard           | 99515      | (907) 646-9990 | Victoria Yu        |
| AK           | Eagle River       | 11401 Old Glenn Highway             | 99577      | (907) 276-2080 | Ashley Kettler     |
| AK           | Fairbanks         | 1275 Sadler Way                     | 99709      | (907) 888-8174 | Jeremy Fulk        |
| AK           | Juneau            | 9309 Glacier Hwy                    | 98801      | (907) 789-3175 | William To         |
| AK           | Juneau            | 8800 Glacier Highway                | 99801      | (907) 789-1855 | Jeremy Fulk        |
| AK           | Kenai             | 110 South Willow Street             | 99611      | (907) 802-6468 | David Karpik       |
| AK           | Ketchikan         | 351 Carlanna Lake Road              | 99901      | (907) 225-2020 | Erik Christianson  |
| AK           | Kodiak            | 3450 East Rezanof Drive             | 99615      | (907) 486-5504 | Desiree Wheeler    |
| AK           | Soldotna          | 170 East Corral Avenue              | 99669      | (907) 262-3168 | David Holdgrafer   |
| 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           | Anniston          | 425 East 10th Street                | 36207      | (256) 236-7516 | Robert Ellis       |
| AL           | Ashland           | 83745 Highway 9                     | 36251      | (256) 354-2010 | James Poole        |
| AL           | Auburn            | ??2415 Moores Mill Road             | 36830      | (334) 521-7944 | David Olive        |
| AL           | Bessemer          | 5031 Ford Parkway                   | 35022      | (205) 424-2733 | Richard Williams   |
| AL           | Birmingham        | 2531 Rocky Ridge Road               | 35243      | (205) 978-4088 | John Essinger      |
| AL           | Butler            | 504 South Mulberry Avenue           | 36904      | (205) 459-7483 | Stephanie Ommen    |
| AL           | Dothan            | 550 John D. Odom Road               | 36303      | (334) 699-5999 | Daniel Murray, Jr. |
| AL           | Florence          | 1593 Darby Drive                    | 35630      | (256) 767-5000 | W. Hampton Moore   |
| AL           | Florence          | 2415 Darby Drive                    | 35630      | (256) 483-4501 | Lauren Stirling    |
| AL           | Greenville        | 122 West Commerce Street            | 36037      | (334) 382-3691 | Bryan Holman       |
| AL           | Gulf Shores       | 261 Clubhouse Drive                 | 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           | Hoover            | 2000 Southlake Park                 | 35244      | (205) 968-1160 | Tracey Mercer      |
| AL           | Huntsville        | 11310 Memorial Parkway Southwest    | 35803      | (256) 808-2345 | Patricia Fulmer    |
| AL           | Jacksonville      | 1640 Pelham Road South              | 36265      | (256) 435-6680 | David Chandler     |
| AL           | Leeds             | 7913 Parkway Drive                  | 35094      | (205) 702-4380 | Jason Pulliam      |
| 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              | 36104      | (334) 387-0500 | Everett Marshall   |
| AL           | Montgomery        | 2020 Normandie Drive                | 36111      | (334) 286-2020 | Bryan Holman       |
| AL           | Oneonta           | 2040 2nd Avenue East                | 35121      | (205) 625-3937 | Gene Harrison      |
| AL           | Opelika           | 518 Avenue A                        | 36801      | (334) 745-3112 | Tiffany Rhyne      |
| AL           | Owens Cross Roads | 6511 Highway 431                    | 35763      | (256) 469-6427 | Kenneth Winton     |
| AL           | Oxford            | 333 East Choccolocco Street         | 36203      | (256) 831-2040 | Kent Keys          |
| AL           | Rainbow City      | 115 West Grand Avenue               | 35906      | (256) 442-9350 | April King         |
| AL           | Rainsville        | 94 Church Avenue North West         | 35986      | (256) 638-6386 | Martin Habel       |
| AL           | Southside         | 1312 SR-77                          | 35907      | TBD            | Samantha Myers     |
| 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           | Trussville        | 156 Main Street                    | 35173      | (205) 520-9002 | Gene Harrison        |
| AL           | Tuscaloosa        | 925 Mally Street                   | 35405      | (205) 344-5111 | Marston Martin       |
| AL           | Tuscaloosa        | 535 Jack Warner Parkway Northeast  | 35404      | (205) 292-9883 | Carrie Bonds         |
| AR           | Arkadelphia       | 2733 Caddo Street                  | 71923      | (870) 845-5211 | Aaron Tollett        |
| AR           | Beebe             | 905 McAfee Medical Circle          | 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 | Jennifer Zierlein    |
| AR           | Bentonville       | 2300 SE J Street                   | 72712      | (479) 268-3268 | Derrick Pierce       |
| AR           | Bentonville       | 107 South Main Street              | 72712      | (479) 339-9010 | Matthew Howell       |
| AR           | Bentonville       | 600 Southwest 41st Street          | 72712      | (479) 636-1960 | Chris Morris         |
| AR           | Cabot             | 32 South Pine Street               | 72023      | (501) 843-6567 | Kevin Livengood      |
| AR           | Camden            | 1421 Country Club Road             | 71701      | (870) 836-7319 | Audie Teague         |
| AR           | Centerton         | 101 Dawn Drive                     | 72719      | (479) 795-1411 | Regan Petty          |
| AR           | Clarksville       | 210 West Main Street               | 72830      | (479) 754-3309 | Becky King           |
| AR           | Conway            | 4150 Tyler Street                  | 72034      | (501) 329-7878 | Susan Deblack        |
| AR           | Conway            | 2505 Donaghey Avenue               | 72032      | (501) 450-9900 | Nicholas Sachse      |
| AR           | Corning           | 609 North Missouri Avenue          | 72422      | (870) 857-6556 | Samuel Erwin         |
| AR           | Crossett          | 1602 South Main                    | 71635      | (870) 364-8996 | Jeffrey Smith        |
| AR           | Farmington        | 68 East Main Street                | 72730      | (479) 255-1010 | Brendon Cox          |
| AR           | Fayetteville      | 1810 North College Avenue          | 72703      | (479) 903-7393 | Jessica Dinwiddie    |
| AR           | Gentry            | 1030 South Gentry Boulevard        | 72734      | (479) 203-0616 | Jackson Graham       |
| AR           | Greenbrier        | 287 Broadview                      | 72058      | (501) 402-1200 | Nicholas Sachse      |
| AR           | Hot Springs       | 305 Section Line Road              | 71913      | (501) 525-2222 | Dale Burroughs       |
| AR           | Hot Springs       | 4328 Central Avenue, Suite G       | 71913      | (501) 525-1348 | Creighton Simmons    |
| AR           | Hot Springs       | 1629 Airport Road                  | 71913      | (501) 767-0602 | Greg Ramer           |
| AR           | Hot Springs       | 4425 Central Avenue                | 71913      | (501) 525-0501 | Derek Long           |
| AR           | Hot Springs       | 102 Plaza Carmona Place            | 71909      | (501) 922-5778 | Michael Semmler      |
| 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           | Marshall          | 303 East Main Street               | 72650      | (870) 448-2233 | Carylene Gentry      |
| AR           | Maumelle          | 102 Towne Centre Drive             | 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 | Russell Simmons      |
| AR           | Osceola           | 102 Plantation Drive               | 72370      | (870) 563-3596 | Bart Jones           |
| AR           | Pea Ridge         | 455 Slack Street                   | 72751      | (479) 208-6175 | Trent Daiber         |
| AR           | Prescott          | 204 East 2nd Street                | 71857      | (870) 887-3596 | Audie Teague         |
| AR           | Rogers            | 3710 West Southern Hills Boulevard | 72758      | (479) 636-1960 | Chris Morris         |
| AR           | Rogers            | 900 South 52nd Street              | 72758      | (479) 657-6006 | Jacob Dufour         |
| AR           | Rogers            | 5001 West Pauline Whitaker Parkway | 72758      | (479) 469-2023 | Jeffrey Coats        |
| 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) 439-4326 | Kimberly Owens       |
| AR           | Springdale        | 5653 Gateway Avenue                | 72762      | (479) 777-2697 | Andrea Horne         |
| AR           | Stuttgart         | 713 South Main Street              | 72160      | (870) 673-8529 | William Fielder      |

| Office State | Office City   | Office Address                       | Office Zip | Office Phone   | Office Owner        |
|--------------|---------------|--------------------------------------|------------|----------------|---------------------|
| AR           | Van Buren     | 117 Northridge Drive East            | 72956      | (479) 262-2080 | Denise Hill         |
| AR           | West Memphis  | 1028 North Missouri Street           | 72301      | (870) 730-8466 | Hunter Edwards      |
| AZ           | Anthem        | 4205 West Anthem Way                 | 85086      | (623) 253-0393 | Thuy Yath           |
| AZ           | Flagstaff     | 1600 West University Avenue          | 86001      | (928) 240-9214 | Lexi Kortsen        |
| AZ           | Gilbert       | 690 East Warner Road                 | 85296      | (480) 248-6173 | Karen Simon         |
| AZ           | Gilbert       | 3919 East Williams Field Road        | 85295      | (480) 616-2004 | Milita Petrauskaite |
| AZ           | Gilbert       | 3902 South Val Vista Drive           | 85297      | TBD            | Diana Hernandez     |
| AZ           | Glendale      | 11851 North 51st Avenue, Suite 120   | 85304      | (623) 414-6476 | Kathy Vu            |
| AZ           | Gold Canyon   | 6900 East US Highway 60              | 85118      | (480) 474-2020 | Lars Carlson        |
| AZ           | Green Valley  | 560 East Continental Road            | 85614      | (520) 625-5673 | Regina Najera       |
| AZ           | Oro Valley    | 760 East Pusch View Lane             | 85737      | (520) 229-2010 | Robert Mitchell     |
| AZ           | Peoria        | 15256 North 75th Avenue              | 85381      | (623) 412-8484 | Christopher Parot   |
| AZ           | Peoria        | 7984 West Happy Valley Road          | 85383      | (928) 228-5023 | Karie Holloway      |
| AZ           | Phoenix       | 2525 West Carefree Highway           | 85085      | (623) 582-3937 | Justin Kohls        |
| AZ           | Phoenix       | 15810 S. 45th Street, Suite 150      | 85048      | (480) 706-3060 | Murray Pratt        |
| AZ           | Phoenix       | 4425 North 24th Street               | 85016      | (602) 224-5772 | Erika Wilken        |
| AZ           | Phoenix       | 112 West McDowell Road               | 85003      | (602) 254-3169 | Erika Wilken        |
| AZ           | Phoenix       | 6040 North 7th Street                | 85014      | (602) 825-3937 | Stephanie Mastores  |
| AZ           | Phoenix       | 401 East Bell Road                   | 85022      | (602) 375-1041 | Dina Hamideh        |
| AZ           | Safford       | 620 South Central Avenue             | 85546      | (928) 428-0500 | Charles Ferrin      |
| AZ           | Scottsdale    | 9815 East Bell Road                  | 85260      | (480) 419-3900 | Armanae Mancha      |
| AZ           | Scottsdale    | 9015 East Pima Center Parkway        | 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           | Scottsdale    | 32607 North Scottsdale Road          | 85266      | (480) 863-0707 | Lauren Foley        |
| AZ           | Sierra Vista  | 1502 East Fry Boulevard              | 85635      | (520) 335-1643 | Spencer Ray         |
| AZ           | Surprise      | 12647 W. Smokey Drive                | 85378      | (623) 583-0377 | Rachel Groff        |
| AZ           | Tempe         | 1720 East Warner Road, Suite 9       | 85284      | (480) 785-4804 | Amanda Misinco      |
| AZ           | Tucson        | 525 West Wetmore Road                | 85705      | (520) 293-2363 | Adam McDonald       |
| AZ           | Tucson        | 4340 West Ina Road                   | 85741      | (520) 833-6337 | Amro Habib          |
| AZ           | Tucson        | 8140 South Haughton Road             | 85747      | (520) 664-9801 | Tayla Meade         |
| AZ           | Tucson        | 9140 North Silverbell Road           | 85743      | TBD            | Benjamin Fuhr       |
| AZ           | Willcox       | 555 West Rex Allen Drive             | 85643      | (520) 766-2020 | Charles Ferrin      |
| CA           | Alhambra      | 2 West Main Street                   | 91801      | (626) 282-3115 | Donna Hong          |
| CA           | Alhambra      | 100 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 | Julie Shu           |
| CA           | Anaheim Hills | 781 South Weir Canyon Road           | 92808      | (714) 282-2888 | Jarom Partridge     |
| CA           | Anaheim Hills | 6200 East Canyon Rim Road            | 92807      | (714) 998-2020 | Alvin Arellano      |
| CA           | Antioch       | 4051 Lone Tree Way                   | 94531      | (925) 757-7676 | Eileen Linder       |
| 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           | Arcadia       | 1 West Duarte Road                   | 91007      | (626) 446-6300 | Julie Oh            |
| CA           | Arcadia       | 638 West Duarte Road                 | 91007      | (626) 445-1186 | Wendy Shem          |

| Office State | Office City  | Office Address                        | Office Zip | Office Phone   | Office Owner          |
|--------------|--------------|---------------------------------------|------------|----------------|-----------------------|
| CA           | Arcadia      | 29 East Huntington Drive              | 91006      | (626) 303-1888 | Paul Kim              |
| CA           | Arcadia      | 622 West Duarte Road                  | 91007      | (626) 446-9924 | Justin Hu             |
| CA           | Artesia      | 11436 Artesia Boulevard               | 90701      | (562) 860-1717 | Bryan Imoto           |
| CA           | Artesia      | 17617 Pioneer Boulevard               | 90701      | (562) 924-2020 | Elaine Kao            |
| CA           | Auburn       | 11879 Kemper Road                     | 95603      | (530) 823-5411 | Stephen Ingman        |
| CA           | Bakersfield  | 12716 Stockdale Highway               | 93314      | (661) 206-2830 | Mark Cheung           |
| CA           | Baldwin Park | 1632 Puente Avenue                    | 91706      | (626) 587-0033 | Zin Min               |
| CA           | Barstow      | 1356 East Main Street                 | 92311      | (760) 256-8014 | James Dallas          |
| CA           | Beaumont     | 1659 East 6th Street                  | 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           | Belmont      | 1019 Alameda De Las Pulgas            | 94002      | (650) 594-1019 | Elena Wong            |
| CA           | Brea         | 400 West Lambert                      | 92821      | (714) 671-2020 | John Larcabal         |
| CA           | Brentwood    | 8440 Brentwood Boulevard              | 94513      | (925) 634-0303 | Ashley Darnell-Sakata |
| CA           | Buena Park   | 5811 Beach Boulevard                  | 90621      | (714) 521-7582 | HoangNhan Le          |
| CA           | Buena Park   | 5300 Beach Boulevard                  | 90621      | (714) 521-1133 | Allen Choi            |
| CA           | Burbank      | 1112 West Burbank Boulevard           | 91506      | (818) 846-9075 | Craig Hoeft           |
| CA           | Burbank      | 2201 West Olive Avenue                | 91506      | (818) 845-3783 | Eurri Choi            |
| CA           | Calabasas    | 22247 Mullholland Highway             | 91302      | (747) 232-2202 | Emily James           |
| CA           | Camarillo    | 99 East Daily Drive                   | 93010      | (805) 482-8849 | Kyle McCarthy         |
| CA           | Carlsbad     | 7630 Via Campanile                    | 92009      | (760) 678-0008 | Howard Wang           |
| CA           | Carlsbad     | 2628 Gateway Road                     | 92009      | (760) 237-8777 | Melissa Willey        |
| CA           | Carlsbad     | 711 Grand Avenue                      | 92008      | (760) 729-4327 | Adam Rosa             |
| CA           | Carlsbad     | 6949 El Camino Real                   | 92009      | (760) 438-2020 | Salomi Rajadhyksha    |
| CA           | Carlsbad     | 7720 El Camino Real                   | 92009      | (760) 278-8068 | Anika Ramolia         |
| CA           | Carlsbad     | 5814 Van Allen Way                    | 92008      | (760) 606-2020 | Tram Ho               |
| CA           | Cerritos     | 17100 Norwalk Boulevard               | 90703      | (562) 867-8302 | Anthony Huang         |
| 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        | 7041 Schaefer Avenue                  | 91710      | (909) 679-6344 | Patricia Le           |
| CA           | Chino        | 8415 Pine Avenue                      | 91708      | (909) 393-8838 | Lien Nguyen           |
| CA           | Chino Hills  | 2935 Chino Avenue                     | 91709      | (909) 627-1111 | Steven Soong          |
| CA           | Chino Hills  | 15855 Soquel Canyon Parkway           | 91709      | (909) 597-7333 | Vu Nguyen             |
| CA           | Chula Vista  | 523 Telegraph Canyon Road             | 91910      | (619) 482-2020 | Angelica Villa        |
| CA           | Chula Vista  | 2260 Otay Lakes Road, #111            | 91915      | (619) 421-5550 | Efrain Mascareno      |
| CA           | Claremont    | 1420 North Claremont Boulevard        | 91711      | (909) 621-0057 | Anna Torres           |
| CA           | Claremont    | 2209 East Baseline Road               | 91711      | (909) 765-5303 | Jennifer Kim          |
| CA           | Commerce     | 5520 Whittier Boulevard               | 90022      | (323) 728-2708 | Donna Hong            |
| CA           | Concord      | 5442 Ygnacio Valley Road              | 94521      | (925) 672-4100 | Richard Michelsen     |
| 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   | 3151 Airway Avenue, Suite M3          | 92626      | (714) 486-3315 | Thanh Mai             |
| 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 Road, Suite E         | 95014      | (408) 257-5262 | Keith Kosakura        |
| CA           | Davis        | 1970 Lake Boulevard                   | 95616      | (530) 756-9393 | Christine Chao        |

| Office State | Office City      | Office Address                       | Office Zip | Office Phone   | Office Owner           |
|--------------|------------------|--------------------------------------|------------|----------------|------------------------|
| CA           | Del Mar          | 1349 Camino Del Mar                  | 92014      | (858) 755-5484 | Andrew Fasciani        |
| CA           | Diamond Bar      | 1255 South Diamond Bar Boulevard     | 91765      | (909) 861-4999 | 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                    | 92019      | (619) 670-6296 | Aaron Werner           |
| CA           | El Dorado Hills  | 4917 Golden Foothill Pkwy            | 95762      | (916) 941-3800 | Jing Han               |
| 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              | 95758      | (916) 691-2020 | Kingman Louie          |
| CA           | Encinitas        | 893 Santa Fe Drive                   | 92024      | (760) 753-3500 | Deborah Haug           |
| CA           | Encinitas        | 205 South El Camino Real             | 92024      | (760) 944-7177 | Salomi Rajadhyksha     |
| CA           | Encino           | 16055 Ventura Boulevard              | 91436      | (818) 789-2030 | Talin Amadian          |
| CA           | Escondido        | 316 West Mission Avenue, Suite 118   | 92025      | (760) 746-7752 | Michael Haug           |
| CA           | Escondido        | 1299 East Pennsylvania Avenue        | 92027      | (760) 743-6540 | Karen Love             |
| CA           | Fair Oaks        | 7547 Sunset Avenue                   | 95628      | (916) 965-1017 | Camille Weissenberg    |
| CA           | Fallbrook        | 645 East Elder Street                | 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                  | 92336      | (909) 646-9800 | Justin Abo             |
| CA           | Fontana          | 16803 Valley Boulevard               | 92335      | (909) 349-0299 | David Shin             |
| CA           | Fontana          | 15070 Summit Avenue                  | 92336      | (909) 463-4655 | Mai Nguyen             |
| CA           | Foothill Ranch   | 26750 Towne Center Drive             | 92610      | (949) 215-0505 | Anthony Huang          |
| CA           | Foster City      | 967 East Hillsdale Boulevard         | 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      | (714) 210-2393 | Tina Dao               |
| CA           | Fremont          | 39355 California Street              | 94538      | (510) 744-2010 | Brian Gin              |
| CA           | Fremont          | 3912 Washington Boulevard            | 94538      | (510) 270-8813 | Corwin Li              |
| CA           | Fresno           | 5151 North Palm Avenue               | 93704      | (559) 229-7202 | Jeff Krohn             |
| CA           | Fresno           | 1111 East Herndon Avenue             | 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 | Roger Hayashi          |
| CA           | Fresno           | 7355 North Palm Avenue               | 93711      | (559) 225-2020 | Isaiah Fuson           |
| 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           | Fullerton        | 1023 North Harbor Boulevard          | 92832      | TBD            | Annie Tran             |
| CA           | Galt             | 730 Spaans Drive                     | 95632      | (209) 745-2880 | Kimi Sakai             |
| CA           | Garden Grove     | 12777 Valley View Street             | 92845      | (714) 229-1986 | Pooja Naik             |
| CA           | Garden Grove     | 12302 Garden Grove Boulevard         | 92843      | (714) 590-2020 | Melissa Zhao           |
| CA           | Garden Grove     | 12500 Valley View Street             | 92845      | (714) 894-3353 | Eddy Naime             |
| CA           | Garden Grove     | 10702 Westminster Avenue             | 92843      | (714) 989-6868 | Huong Vu               |
| CA           | Gardena          | 1713 West Artesia Boulevard          | 90248      | (310) 329-4128 | Nancy Imamoto          |
| CA           | Gardena          | 18204 South Western Avenue           | 90248      | (310) 719-2020 | Kenzo Sean Otsuji      |
| CA           | Glendale         | 308 East Broadway                    | 91205      | (818) 243-1300 | Stacey Gin             |
| CA           | Granada Hills    | 17839 Chatsworth Street              | 91344      | (818) 488-1764 | Sharon Silva-Celada    |
| CA           | Granada Hills    | 16970 San Fernando Mission Boulevard | 91344      | (818) 360-7522 | Hovhannes Hovhannisyan |
| CA           | Hacienda Heights | 2115 South Hacienda Boulevard        | 91745      | (626) 330-4115 | Jane Liang             |
| CA           | Hacienda Heights | 17134 Colima Road                    | 91745      | (626) 912-3937 | Alvin Lo               |



| Office State | Office City      | Office Address                        | Office Zip | Office Phone   | Office Owner        |
|--------------|------------------|---------------------------------------|------------|----------------|---------------------|
| CA           | Hawthorne        | 13427 Inglewood Avenue                | 90250      | (310) 676-2020 | John Maanum         |
| CA           | Hayward          | 1645 Industrial Pkwy West             | 94544      | (510) 274-5135 | Meeral Bhakta       |
| CA           | Hemet            | 731 East Florida Avenue               | 92543      | (951) 766-8587 | Markus Buri         |
| CA           | Hemet            | 220 South Lyon Avenue                 | 92543      | (951) 929-3773 | Brian Higa          |
| CA           | Hermosa Beach    | 703 Pier Avenue                       | 90254      | (310) 374-9899 | M. Catarina Jang    |
| CA           | Hesperia         | 15923 Bear Valley Road                | 92345      | (760) 949-6363 | David Shin          |
| CA           | Hesperia         | 15888 Main Street                     | 92345      | (760) 949-2242 | Jin Two             |
| 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           | Imperial         | 435 West Aten Road                    | 92251      | (760) 284-1442 | Alex Mancilla       |
| CA           | Indio            | 44100 Jefferson Street                | 92201      | (760) 848-0040 | Vi Nguyen           |
| CA           | Irvine           | 6270 Irvine Boulevard                 | 92620      | (949) 786-0143 | Kenneth Fukuda      |
| CA           | Irvine           | 14150 Culver Drive                    | 92604      | (949) 552-2020 | David Wakabayashi   |
| CA           | Irvine           | 4940 Irvine Boulevard                 | 92620      | (714) 730-9580 | Kaiwa Hawkin Lui    |
| CA           | Irvine           | 14210 Culver Drive                    | 92604      | (949) 857-1060 | Paul Kim            |
| CA           | Irvine           | 18052 Culver Drive                    | 92612      | (949) 502-0123 | Jane Liang          |
| CA           | Irvine           | 4255 Campus Drive                     | 92612      | (949) 216-8900 | Hawaa Ali           |
| CA           | La Habra         | 1447 West Whittier Boulevard          | 90631      | (562) 697-3995 | Bennett Weiner      |
| CA           | La Jolla         | 4130 La Jolla Village Drive           | 92037      | (858) 455-9950 | David Geffen        |
| CA           | La Jolla         | 702 Pearl Street                      | 92037      | (858) 291-8485 | Justin Nguyen       |
| CA           | La Mesa          | 8235 University Avenue                | 91942      | (619) 461-4913 | Jamie Peters        |
| CA           | La Mesa          | 8007 La Mesa Boulevard                | 91942      | (619) 466-5665 | Salomi Rajadhyksha  |
| CA           | La Mirada        | 14820 Beach Boulevard                 | 90638      | (714) 522-6703 | K. Leo Uyeda        |
| CA           | La Palma         | 5100 Orangethorpe Avenue              | 90623      | (562) 246-9399 | Paul Kim            |
| 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           | Lake Arrowhead   | 29099 Hospital Road                   | 92352      | (909) 337-4310 | Kieth Burkart       |
| CA           | Lakeside         | 9710 Wintergardens Boulevard          | 92040      | (619) 443-1075 | Austin Tran         |
| CA           | Lakewood         | 4198 Woodruff Avenue                  | 90713      | (562) 420-1133 | Kara Takeda         |
| CA           | Lancaster        | 42220 10th Street West                | 93534      | (661) 945-9883 | Clifford Silverman  |
| CA           | Lawndale         | 15725 Hawthorne Boulevard             | 90260      | (310) 675-3939 | Timothy Olinger     |
| CA           | Livermore        | 2580 Old 1st Street                   | 94550      | (925) 449-8188 | Richard Michelsen   |
| CA           | Lodi             | 621 South Ham Lane                    | 95242      | (209) 367-1000 | Melanie Mook        |
| CA           | Lomita           | 2245 West Lomita Boulevard            | 90717      | (310) 534-1873 | Zen Ni Su           |
| CA           | Lompoc           | 415 East Ocean Avenue                 | 93436      | (805) 819-0742 | Pinhkeo Southaphanh |
| CA           | Long Beach       | 5531 East Stearns Street              | 90815      | (562) 596-3838 | Bunthay Tan         |
| CA           | Long Beach       | 6511 East Pacific Coast Highway       | 90803      | (562) 358-3616 | Christine Truong    |
| CA           | Long Beach       | 4409 East Los Coyotes Diagonal        | 90815      | (562) 347-1276 | Justine Gonzalez    |
| CA           | Los Alamitos     | 10771 Los Alamitos Boulevard          | 90720      | (562) 795-6111 | Lauren Ogata        |
| CA           | Los Altos        | 261 Main Street                       | 94022      | (650) 947-3937 | Wendy Ni            |
| CA           | Los Angeles      | 9701 West Pico Boulevard              | 90035      | (310) 553-7011 | John Maanum         |
| CA           | Los Angeles      | 2109 Hillhurst Avenue                 | 90027      | (323) 660-2020 | Simon Cheng         |
| CA           | Los Angeles      | 4545 East 3rd Street                  | 90022      | (323) 261-3098 | Samantha Johnson    |

| Office State | Office City     | Office Address                   | Office Zip | Office Phone   | Office Owner        |
|--------------|-----------------|----------------------------------|------------|----------------|---------------------|
| 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 Angeles     | 1609 North Vermont Avenue        | 90027      | (323) 663-8346 | Wendy Shem          |
| CA           | Los Angeles     | 5856 Wilshire Boulevard          | 90036      | (323) 934-2020 | Eddy Naime          |
| CA           | Los Angeles     | 621 South Western Avenue         | 90005      | (213) 573-2012 | Paul Kim            |
| CA           | Los Angeles     | 237 North Western Avenue         | 90004      | (323) 469-1929 | Tanya Chaljian      |
| CA           | Los Banos       | 1028 6th Street                  | 93635      | (209) 826-1434 | Trajan Soares       |
| CA           | Madera          | 620 West Yosemite Avenue         | 93637      | (559) 674-6268 | Mitchell Jelen      |
| CA           | Manhattan Beach | 220 North Aviation Boulevard     | 90266      | (310) 374-0755 | Chan Diep           |
| CA           | Manteca         | 903 West Center Street           | 95337      | (209) 823-1727 | Tram Ton-Tran       |
| CA           | Manteca         | 140 North Fremont Avenue         | 95336      | (209) 823-3151 | Frederick Stellhorn |
| CA           | Marina del Rey  | 13400 West Washington Boulevard  | 90292      | (626) 328-5741 | Tina Cheng          |
| 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     | 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         | 1401 Sylvan Avenue               | 95355      | (209) 527-6640 | Warren Kennedy      |
| CA           | Modesto         | 810 Standiford Avenue            | 95350      | (209) 524-7870 | Delma Zardo         |
| CA           | Monrovia        | 945 West Duarte Road             | 91016      | (626) 501-3773 | Rosie Mo Wong       |
| 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           | Monterey Park   | 500 North Atlantic Boulevard     | 91754      | (626) 458-2020 | Jane Liang          |
| CA           | Moreno Valley   | 24250 Postal Avenue              | 92553      | (951) 242-2020 | Huong Vu            |
| 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           | Newport Beach   | 1000 Bristol Street N.           | 92660      | (949) 476-2870 | Hawaa Ali           |
| CA           | Nipomo          | 150 Mary Avenue                  | 93444      | (805) 929-1982 | Ben Palmer          |
| CA           | Novato          | 7075 Redwood Boulevard           | 94945      | (415) 897-2997 | Tania Mantua        |
| CA           | Oakdale         | 190 South Maag Avenue            | 95361      | (209) 847-1121 | Danielle Boyd       |
| CA           | Oakland         | 3330 Grand Avenue                | 94610      | (510) 832-3162 | Angela Cheung       |
| 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           | Ontario         | 3085 South Archibald Avenue      | 91761      | (909) 563-3120 | Dorys Vargas        |
| CA           | Orange          | 3612 East Chapman Avenue         | 92869      | (714) 769-2020 | Vanessa Hsu         |
| CA           | Orange          | 850 East Chapman Avenue, Suite B | 92866      | (714) 992-8020 | 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 Boulevard        | 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 Shem          |

| Office State | Office City           | Office Address                      | Office Zip | Office Phone   | Office Owner         |
|--------------|-----------------------|-------------------------------------|------------|----------------|----------------------|
| CA           | Pasadena              | 3768 East Colorado Boulevard        | 91107      | (626) 421-8035 | Jivan Hovsepyan      |
| CA           | Patterson             | 46 South Del Puerto Avenue          | 95363      | (209) 892-2161 | Freda Chin           |
| CA           | Penn Valley           | 11250 Pleasant Valley Road          | 95946      | (530) 432-2020 | Donald Beilstein     |
| CA           | Pismo Beach           | 300 James Way                       | 93449      | (805) 773-6000 | Mona Gill            |
| CA           | Placentia             | 1237 East Imperial Highway          | 92870      | (714) 983-7088 | Ling Huang           |
| CA           | Placerville           | 118 Main Street                     | 95667      | (530) 622-8300 | Brett Perkins        |
| CA           | Placerville           | 1287 Broadway                       | 95667      | (530) 622-1711 | Jing Han             |
| CA           | Pleasanton            | 4450 Black Avenue                   | 94566      | (925) 462-2600 | Inning Chen          |
| CA           | Rancho Cordova        | 11015 Olson Drive                   | 95670      | (916) 549-6728 | Jing Han             |
| CA           | Rancho Cucamonga      | 12759 Foothill Boulevard            | 91739      | (909) 899-0026 | Justin Abo           |
| CA           | Rancho Cucamonga      | 8112 Milliken Avenue                | 91730      | (909) 466-7599 | Paul Kim             |
| CA           | Red Bluff             | 1031 Washington Street              | 96080      | (530) 527-2211 | Theresa Asato        |
| 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                  | 92373      | (909) 793-5565 | Harvey Ledesma       |
| CA           | Redlands              | 112 East State Street               | 92373      | (909) 792-2280 | Jeffry Wu            |
| CA           | Redwood City          | 776 El Camino Real                  | 94063      | (650) 366-2020 | Adam Carcamo         |
| CA           | Reedley               | 1630 11th Street                    | 93654      | (559) 638-2246 | Bryan Eidal          |
| CA           | Reseda                | 7217 Reseda Boulevard               | 91335      | (818) 345-2010 | Laura Ha             |
| CA           | Richmond              | 110 Washington Avenue               | 94801      | (510) 235-5228 | Paula Asmus          |
| CA           | Ripon                 | 423 West Main Street                | 95366      | (209) 599-3115 | Tyler Kirk           |
| CA           | Riverside             | 17675 Van Buren Boulevard           | 92504      | (951) 776-3100 | Ho Young Cho         |
| CA           | Riverside             | 4294 Riverwalk Parkway              | 92505      | (951) 687-7327 | Jessica Duong        |
| CA           | Riverside             | 18876 Van Buren Boulevard           | 92508      | (951) 498-3937 | Sana Shakil-Ansari   |
| CA           | Riverside             | 3297 Arlington Avenue               | 92506      | (951) 584-3937 | Ashley Suplee        |
| CA           | Rocklin               | 4240 Rocklin Road                   | 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               | 90274      | (310) 541-3411 | Kathleen Hawley Dyke |
| CA           | Rosemead              | 3106 North San Gabriel Boulevard    | 91770      | (626) 288-6278 | Katie Chu            |
| CA           | Roseville             | 215 Vernon Street                   | 95678      | (916) 783-8144 | Debra Pattison       |
| CA           | Roseville             | 1960 Blue Oaks Boulevard            | 95747      | (808) 375-2460 | Liana Switzer        |
| CA           | Rowland Heights       | 1758 Sierra Leone Avenue            | 91748      | (626) 839-2938 | Steve Penn           |
| CA           | Rowland Heights       | 17572 Colima Road                   | 91748      | (626) 810-2022 | Steven Su            |
| CA           | Sacramento            | 7410 Greenhaven Drive               | 95831      | (916) 421-1278 | April Omoto          |
| CA           | Sacramento            | 2850 Del Paso Road, Suite 400       | 95834      | (916) 285-9000 | Scott Fong           |
| CA           | Sacramento            | 8240 Calvine Road                   | 95828      | (916) 828-2708 | Quyen Truong         |
| CA           | Sacramento            | 1023 9th Street                     | 95814      | (916) 443-1711 | Christopher Louie    |
| 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             | 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 | Jennifer Chinn       |
| CA           | San Diego             | 3830 Valley Centre Drive            | 92130      | (858) 350-4980 | Jason Tu             |
| 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             | 9225 Mira Mesa Boulevard            | 92126      | (858) 547-3988 | Chi Huynh            |



| Office State | Office City      | Office Address                     | Office Zip | Office Phone   | Office Owner         |
|--------------|------------------|------------------------------------|------------|----------------|----------------------|
| CA           | San Diego        | 10066 Pacific Heights Boulevard    | 92121      | (858) 526-0890 | Michael Wang         |
| CA           | San Diego        | 3145 Rosecrans Street              | 92110      | (619) 224-2973 | Steven Giang         |
| CA           | San Diego        | 9460 Mira Mesa Boulevard, Suite A  | 92126      | (858) 566-1756 | Allen Chung          |
| CA           | San Diego        | 7835 Highlands Village Place       | 92129      | (858) 250-0052 | Pei Chain            |
| CA           | San Diego        | 2195 Station Village Way           | 92108      | (619) 607-3277 | Jesse Camen          |
| 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    | 651 Divisadero Street              | 94117      | (415) 429-2009 | Ryan Ngo             |
| CA           | San Francisco    | 2369 Ocean Avenue                  | 94127      | (415) 459-2020 | Jeremy Shumaker      |
| CA           | San Francisco    | 1000 Valencia Street               | 94110      | (415) 826-2020 | Adam Carcamo         |
| CA           | San Jose         | 1599 Berryessa Road                | 95133      | (408) 646-7579 | Iris Kwong           |
| CA           | San Jose         | 377 Santana Row                    | 95128      | (408) 502-5020 | William To           |
| CA           | San Leandro      | 1332 East 14th Street              | 94577      | (510) 614-2020 | Rosie Flores         |
| CA           | San Luis Obispo  | 894 Meinecke Avenue, Suite A       | 93405      | (805) 543-6632 | Amanda Parreira      |
| CA           | San Mateo        | 194 Hillsdale Mall                 | 94403      | (650) 341-8080 | William To           |
| CA           | San Pedro        | 625 West 9th Street                | 90731      | (310) 833-2495 | Jennifer Che         |
| CA           | San Rafael       | 1924 4th Street                    | 94901      | (415) 457-2020 | Jeffrey Salman       |
| CA           | San Rafael       | 361 3rd Street                     | 94901      | (415) 459-2020 | Jeremy Shumaker      |
| CA           | San Ramon        | 6000 Bollinger Canyon Road         | 94583      | (925) 725-1745 | William To           |
| CA           | Sanger           | 1400 Jensen Avenue                 | 93657      | (559) 875-4515 | Brianna 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 Ana        | 3500 South Bristol Street          | 92704      | (714) 557-7800 | Atousa Attar         |
| CA           | Santa Barbara    | 1805 State Street                  | 93101      | (805) 569-1504 | Joanne Gronquist     |
| CA           | Santa Clarita    | 27916 Seco Canyon Road             | 91356      | (661) 261-9212 | Harrison Tsang       |
| CA           | Santa Clarita    | 16522 Soledad Canyon Road          | 91387      | (661) 567-0260 | Suparna Bajaj        |
| CA           | Santa Fe Springs | 11552 Telegraph Road               | 90670      | (562) 868-2418 | Maria Esther Salado  |
| 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           | Saratoga         | 18574 Prospect Road                | 95070      | (408) 740-0102 | Roshni Shah          |
| CA           | Scotts Valley    | 221 Mount Hermon Road              | 95066      | (831) 438-4482 | Anthony Giannotti    |
| CA           | Selma            | 2020 High Street                   | 93662      | (559) 896-3937 | David King           |
| CA           | Sierra Madre     | 14 West Sierra Madre Boulevard     | 91024      | (626) 507-2724 | Eric To              |
| CA           | Simi Valley      | 1030-B East Los Angeles Avenue     | 93065      | (805) 577-9177 | Carrie Kubota        |
| CA           | South Pasadena   | 1103 Fair Oaks Avenue              | 91030      | (626) 441-0770 | Justin Hu            |
| CA           | Spring Valley    | 9628 Campo Road                    | 91977      | (619) 463-9318 | Austin Tran          |
| CA           | St. Helena       | 1104 Adams Street                  | 94574      | (707) 963-7923 | Matthew Hileman      |
| CA           | Stanton          | 7038 Katella Avenue                | 90680      | (714) 895-4899 | Warren Ansaldo       |
| CA           | Sylmar           | 12661 Glenoaks Boulevard           | 91342      | (818) 367-2171 | Craig Hoeft          |
| CA           | Temecula         | 41619 Margarita Road               | 92591      | (951) 587-2333 | James Creech         |
| CA           | Temecula         | 41720 Winchester Road              | 92590      | (951) 296-1822 | Brian Parker         |
| CA           | Thousand Oaks    | 509 Marin Street                   | 91360      | (805) 497-7373 | Paul Snyder          |
| CA           | Thousand Oaks    | 223 East Thousand Oaks Boulevard   | 91360      | (805) 379-9912 | Jeffrey Kubo         |
| 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 |

| Office State | Office City      | Office Address                     | Office Zip | Office Phone   | Office Owner           |
|--------------|------------------|------------------------------------|------------|----------------|------------------------|
| CA           | Torrance         | 2202 West Artesia Boulevard        | 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           | Tracy            | 4598 South Tracy Boulevard         | 95377      | (209) 835-1181 | David Moline           |
| CA           | Tulare           | 1082 North Cherry Street           | 93274      | (559) 688-1660 | David Steed            |
| CA           | Turlock          | 2010 West Monte Vista Avenue       | 95382      | (209) 667-1213 | Ruth Bonander          |
| CA           | Tustin           | 17300 17th Street                  | 92780      | (714) 838-9664 | Alexander Elson        |
| CA           | Tustin           | 1102 Irvine Boulevard              | 92780      | (714) 838-3210 | Mary Hoang             |
| CA           | Tustin           | 17411 Irvine Boulevard             | 92780      | (657) 900-2115 | Kauser Sharieff        |
| CA           | Vacaville        | 2581 Nut Tree Road                 | 95687      | (707) 447-1332 | Tia Horie              |
| CA           | Valencia         | 24581 Copper Hill Drive            | 91354      | (661) 877-4994 | Krista Roden           |
| CA           | Valencia         | 27201 Tourney Road                 | 91355      | (661) 310-0603 | David Antonyan         |
| CA           | Van Nuys         | 14434 Hamlin Street                | 91401      | (818) 785-4040 | J. Solomon Moore       |
| CA           | Ventura          | 1445 Donlon Street                 | 93003      | (805) 642-3777 | Colin Funnell          |
| CA           | Ventura          | 828 East Main Street               | 93001      | (805) 643-5687 | Claire Azzam           |
| CA           | Victorville      | 14309 Bear Valley Road             | 92392      | (760) 205-5901 | Paul Kim               |
| 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           | West Covina      | 2359 South Azusa Avenue            | 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 | Tim 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           | Westminster      | 16481 Magnolia Street              | 92683      | (714) 848-0028 | Leinah Nguyen          |
| CA           | Whittier         | 13313 East Telegraph Road          | 90605      | (562) 946-1957 | Kenzo Sean Otsuji      |
| CA           | Whittier         | 7749 Painter Avenue                | 90602      | (562) 945-7300 | Aaronshawn Poolsaad    |
| CA           | Whittier         | 6309 Greenleaf Avenue              | 90601      | (562) 698-3279 | Catherine Cizmar       |
| CA           | Wildomar         | 23905 Clinton Keith Road           | 92595      | (951) 304-9733 | Mark Jury              |
| CA           | Windsor          | 9240 Old Redwood Highway           | 95492      | (707) 838-9393 | Kimberly Lyons         |
| CA           | Winters          | 101 East Grant Avenue              | 95694      | (530) 795-2551 | Edward Andersen        |
| CA           | Woodland Hills   | 20121 Ventura Boulevard, Suite 102 | 91364      | (818) 348-1266 | Bruce Lucas            |
| CA           | Yorba Linda      | 18291 Imperial Highway             | 92886      | (714) 777-1770 | Alexander Elson        |
| CA           | Yorba Linda      | 17674 Yorba Linda Boulevard        | 92886      | (714) 996-6210 | Kauser Sharieff        |
| CA           | Yuba City        | 1245 Tharp Road                    | 95993      | (530) 674-5273 | Gary Taxera            |
| CO           | Arvada           | 14749 W. 87th Parkway              | 80005      | (720) 673-0555 | Marc Ofchinick         |
| CO           | Aurora           | 15101 East Iliff Avenue            | 80014      | (303) 366-1235 | Ruth Scholten-Lellbach |
| CO           | Broomfield       | 13605 Xavier Lane                  | 80023      | (303) 951-1820 | Mary Anne Murphy       |
| CO           | Broomfield       | 2205 West 136th Avenue             | 80023      | (720) 806-2015 | Michelle Auyeung       |
| CO           | Brush            | 212 Cameron Street                 | 80723      | (970) 842-5166 | George Hertneky        |
| CO           | Burlington       | 1275 Rose Avenue, Suite A          | 80807      | (719) 346-8415 | Jeff Morrison          |
| CO           | Centennial       | 6650 South Vine Street             | 80122      | (303) 798-5533 | Jon Pederson           |
| CO           | Centennial       | 8223 South Quebec Street           | 80112      | (720) 303-3069 | Danny VanDan           |
| CO           | Colorado Springs | 6005 Delmonico Drive               | 80919      | (719) 522-9393 | Jerry Hendricks        |
| CO           | Colorado Springs | 7435 Sisters Grove                 | 80923      | (719) 380-6808 | Melissa Tada           |

| Office State | Office City      | Office Address                    | Office Zip | Office Phone   | Office Owner        |
|--------------|------------------|-----------------------------------|------------|----------------|---------------------|
| 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     |
| CO           | Colorado Springs | 3625 Star Ranch Road              | 80906      | (719) 394-3939 | Ryan Bauer          |
| CO           | Colorado Springs | 15 Spectrum Loop                  | 80921      | (719) 403-0991 | Chelsey Nolasco     |
| CO           | Cortez           | 22 South Beech Street             | 81321      | (970) 565-7195 | Tyler Underwood     |
| CO           | Denver           | 3300 Irving Street                | 80211      | (303) 322-4652 | Nathan Lohmeyer     |
| CO           | Denver           | 2040 West 30th Avenue             | 80211      | (720) 826-0123 | Aaron Winstead      |
| CO           | Denver           | 655 South Federal Boulevard       | 80219      | (712) 380-3434 | Matthew Asman       |
| CO           | Denver           | 4500 W. 38th Avenue               | 80212      | (303) 455-0888 | Dien Le             |
| CO           | Denver           | 600 South Holly Street            | 80246      | (720) 303-0898 | James Cutler        |
| CO           | Erie             | 619 Mitchell Way                  | 80516      | (303) 828-1512 | Doug Kennedy        |
| CO           | Fort Collins     | 1037 Robertson Street             | 80524      | (970) 224-0606 | Mark Jackson        |
| CO           | Frisco           | 620 East Main Street              | 80443      | (970) 668-2020 | James Cutler        |
| CO           | Ft. Morgan       | 529 Saunders Road                 | 80701      | (970) 867-3937 | Zoey Loomis         |
| CO           | Glenwood Springs | 904 Pitkin Avenue                 | 81601      | (970) 945-6011 | J. Ryan Zwelling    |
| CO           | Greeley          | 5290 West 9th Street Drive        | 80634      | (970) 353-5560 | Scott Chenore       |
| CO           | Greeley          | 1675 18th Avenue                  | 80631      | (970) 515-3554 | Katherine Bond      |
| CO           | Lafayette        | 1455 Coal Creek Drive             | 80026      | (720) 915-0505 | Melinda Rodriguez   |
| CO           | Lakewood         | 12810 West Alameda Pkwy           | 80228      | (303) 986-5565 | Kevin Krajewski     |
| CO           | Lakewood         | 255 Union Boulevard               | 80228      | (303) 985-0004 | George Mamalis      |
| CO           | Littleton        | 1869 West Littleton Boulevard     | 80120      | (303) 848-2848 | Kori Silver         |
| CO           | Monte Vista      | 101 Chico Court                   | 81144      | (719) 852-3412 | Paul Heersink       |
| CO           | Montrose         | 400 South Nevada Avenue           | 81401      | (970) 249-3914 | Wesley Cooper       |
| CO           | Monument         | 1860 Woodmoor Drive               | 80132      | (719) 488-2042 | Brandon Sloan       |
| CO           | Pagosa Springs   | 190 Talisman Drive                | 81147      | (970) 731-4347 | Jonathan Zissman    |
| CO           | Salida           | 116 Old Stage Road                | 81201      | (719) 626-4234 | Kylie Hill          |
| CO           | Silverthorne     | P.O. Box 2301                     | 80498      | (970) 451-0015 | Jessica Hegewald    |
| CO           | Sterling         | 419 West Main Street              | 80751      | (970) 522-2020 | Todd Wolfley        |
| CO           | Telluride        | 220 East Colorado Avenue          | 81435      | (970) 708-4890 | Suzanne Hazen       |
| CO           | Westminster      | 5191 West 112th Avenue            | 80031      | (303) 466-9326 | Ryan Smedley        |
| CO           | Westminster      | 8787 Turnpike Drive               | 80031      | (303) 427-1426 | Susan Miller        |
| CO           | Woodland Park    | 101 Sundial Drive                 | 80863      | (719) 687-3937 | Bruce Tanner        |
| CO           | Wray             | 415 Main Street                   | 80758      | (970) 332-4823 | Jeff Morrison       |
| CO           | Yuma             | 105 South Main Street             | 80759      | (970) 848-5345 | Jeff Morrison       |
| CT           | Bristol          | 156 Farmington Avenue             | 06010      | (860) 582-0702 | Maria Della Porta   |
| CT           | Centerbrook      | 90 Main Street                    | 06409      | (860) 767-3206 | Nicholas Paradis    |
| CT           | Colchester       | 163 Broadway Street               | 06415      | (860) 537-2020 | Nicholas Paradis    |
| CT           | Danbury          | 18 Mill Plain Road                | 06811      | (203) 748-3937 | Ivan Wong           |
| CT           | Danielson        | 25 Green Hollow Road              | 06239      | (860) 779-1588 | Paul Shepherd       |
| CT           | Derby            | 656                               | 06418      | (203) 732-4916 | Kurt Tichy          |
| CT           | East Granby      | 10B East Street                   | 06026      | (860) 650-0040 | Bridget Bortz       |
| CT           | East Haven       | 64 Thompson Street, Suite B-104   | 06513      | (203) 469-1012 | Maria Diaz          |
| CT           | Guilford         | 705 Boston Post Road              | 06437      | (203) 458-1900 | Christian Swenby    |
| CT           | Hartford         | 19 Woodland Street                | 06105      | (860) 216-3147 | Barbara Dune        |
| CT           | Hebron           | 34 Main Street                    | 06248      | (860) 228-2020 | Nicholas Paradis    |
| CT           | Madison          | 1347 Boston Post Road             | 06443      | (203) 245-8567 | Maria Diaz          |

| Office State | Office City       | Office Address                   | Office Zip | Office Phone   | Office Owner              |
|--------------|-------------------|----------------------------------|------------|----------------|---------------------------|
| CT           | Somers            | 48 South Road                    | 06071      | (860) 763-4733 | Steven Squillace          |
| CT           | Stamford          | 144 Morgan Street                | 06905      | (203) 504-8488 | Shanee Chandler           |
| 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     | 1138 New Britain Avenue          | 06110      | (860) 236-0896 | Neil Kemp                 |
| CT           | Willimantic       | 16 Walnut Street                 | 06226      | (860) 423-2565 | Sean McKeown              |
| CT           | Wilton            | 115 Old Ridgefield Road          | 06897      | (203) 834-0860 | Jean-Marc Alling          |
| CT           | Woodbridge        | 245 Amity Road                   | 06525      | (203) 204-8955 | Roderick Swift            |
| 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             | 1540 Savannah Road               | 19958      | (302) 645-2020 | 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              | 19711      | (302) 224-3000 | Yvonne Kneisley           |
| DE           | Seaford           | 8500 Herring Run Road            | 19973      | (302) 629-6691 | Phillip DeMott            |
| DE           | Selbyville        | 17 Lighthouse Road               | 19975      | (302) 436-2020 | Hayley Sprague            |
| DE           | Wilmington        | 3105 Limestone Road              | 19808      | (302) 998-1395 | Don Blackburn             |
| FL           | Altamonte Springs | 112 Marcia Drive                 | 32714      | (407) 337-6306 | Haleh Shams               |
| FL           | Apollo Beach      | 242 Harbor Village Lane          | 33572      | (813) 645-2022 | Catherine Yaeckel         |
| FL           | Atlantic Beach    | 447 Atlantic Boulevard           | 32233      | (904) 247-0211 | Jay Harrelson             |
| FL           | Bonita Springs    | 25225 Chamber of Commerce Drive  | 34135      | (239) 495-2020 | Travis Gresham            |
| FL           | Bonita Springs    | 26381 South Tamiami Trail        | 34134      | (239) 992-2020 | Joe Reyes                 |
| FL           | Boynton Beach     | 640 West Boynton Beach Boulevard | 33426      | (561) 732-8088 | Greg Pientka              |
| FL           | Boynton Beach     | 349 North Congress Avenue        | 33426      | (561) 285-4443 | Sanford Kaufman           |
| 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      | (941) 744-0791 | 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           | Cape Coral        | 923 Del Prado Boulevard South    | 33990      | (239) 236-2611 | Jessica Cameron           |
| FL           | Casselberry       | 3950 South Highway 17 92         | 32707      | (321) 351-4499 | Farhana Yunus             |
| FL           | Celebration       | 741 Front Street                 | 34747      | (407) 566-2020 | Margaret Grand            |
| FL           | Clermont          | 210 Hwy 27                       | 34711      | (352) 243-2700 | Samantha Love             |
| FL           | Clermont          | 16612 Sunrise Lakes Boulevard    | 34711      | (407) 445-5170 | Mark Coan                 |
| 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           | Coral Springs     | 9645 Westview Drive              | 33076      | (954) 461-3776 | Cristina Escobar          |
| FL           | Crestview         | 1005 South Ferdon Boulevard      | 32536      | (850) 682-1859 | Christopher Howard        |
| FL           | Dania Beach       | 1249 Stirling Road               | 33004      | (305) 935-4606 | Lina Arango               |
| FL           | Davie             | 4671 South University Drive      | 33328      | (954) 434-4671 | Rishi Shah                |
| FL           | Deland            | 121 Victoria Commons Boulevard   | 32724      | (386) 271-0991 | Jeffrey Timko             |
| FL           | Delray Beach      | 900 East Atlantic Avenue         | 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 Loulourgias         |
| FL           | Estero            | 19527 Highland Oaks Drive        | 33928      | (239) 317-8200 | Benjamin Konynenbelt      |

| Office State | Office City          | Office Address                      | Office Zip | Office Phone   | Office Owner        |
|--------------|----------------------|-------------------------------------|------------|----------------|---------------------|
| FL           | Estero               | 10131 Estero Town Commons Place     | 33928      | (239) 427-1433 | Joseph Convertino   |
| FL           | Fernandina Beach     | 1411 South 14th Street, Suite G     | 32034      | (904) 321-1333 | Gerald Koss         |
| FL           | Fort Myers           | 1565 Mathew Drive                   | 33907      | (239) 482-0355 | Thomas Underhill    |
| FL           | Fort Myers           | 16960 Alico Mission Way             | 33912      | (239) 416-9894 | Maivys Longa        |
| FL           | Ft. Lauderdale       | 640 North Federal Highway           | 33304      | (954) 522-3918 | Brandon Cornish     |
| FL           | Ft. Myers            | 8890 Salrose Lane                   | 33912      | (239) 313-6011 | Jordan Brooks       |
| FL           | Gainesville          | 2677 SW 87th Drive                  | 32608      | (352) 448-3932 | Marc Robinson       |
| FL           | Green Cove Springs   | 91 Branscomb Road                   | 32043      | (904) 964-8076 | Michael Schlofman   |
| FL           | Hollywood            | 4340 Sheridan Street                | 33021      | (954) 987-6500 | James Beranek       |
| FL           | Homestead            | 28 North Homestead Boulevard        | 33030      | (305) 247-2334 | Patrick Del Vecchio |
| FL           | Indian Harbour Beach | 2194 Florida A1A                    | 32937      | (321) 777-1670 | LeAnn Mandese       |
| FL           | Indian Harbour Beach | 2000 South Patrick Drive            | 32937      | (321) 777-1800 | Carl Ritch          |
| FL           | Jacksonville         | 4131 Southside Boulevard, Suite 203 | 32216      | (904) 646-9737 | Janet Mint          |
| FL           | Jacksonville         | 5255 Dunn Avenue                    | 32218      | (904) 757-1495 | Jeffrey Brown       |
| FL           | Jacksonville         | 201 North Hogan Street              | 32202      | (904) 356-9431 | Colleen King        |
| FL           | Jacksonville         | 13245 Atlantic Boulevard            | 32225      | (904) 477-4379 | Jay Harrelson       |
| FL           | Jacksonville         | 1840 Dunn Avenue                    | 32218      | (904) 751-4483 | Jay Harrelson       |
| FL           | Jacksonville         | 7840 Gate Parkway                   | 32256      | (904) 503-4801 | Nataliya Yakovleva  |
| FL           | Jensen Beach         | 3201 Northeast Skyline Drive        | 34957      | (772) 334-4264 | Jewell Chang        |
| FL           | Jupiter              | 451 University Boulevard            | 33458      | (561) 625-4380 | Debra Shim          |
| FL           | Jupiter              | 10088 Indiantown Road               | 33478      | (561) 250-0655 | Jacqueline Westcott |
| FL           | Jupiter              | 3893 Military Trail                 | 33458      | (561) 429-8753 | Jacqueline Westcott |
| FL           | Key Biscayne         | 260 Crandon Boulevard               | 33149      | (305) 361-7455 | Jerome Hernandez    |
| FL           | Key West             | 3306 North Roosevelt Boulevard      | 33040      | (305) 294-5503 | Daren Oppenheimer   |
| FL           | Kissimmee            | 703 North Main Street               | 34744      | (407) 350-4342 | Kristine Sam        |
| FL           | LaBelle              | 415 SR 80                           | 33935      | (863) 675-2015 | Allison Leblanc     |
| FL           | Lake Mary            | 800 Currency Circle                 | 32746      | (407) 821-3345 | Kristin Bever       |
| FL           | Lake Mary            | 1145 Townpark Avenue                | 32746      | (407) 490-0948 | Elizabeth MacDonald |
| FL           | Lake Worth           | 6201 South Jog Road                 | 33467      | (561) 967-1888 | Barton Parker       |
| FL           | Lakeland             | 1400 South Florida Avenue           | 33803      | (863) 250-5553 | Ornella Aluwiesi    |
| FL           | Lakeland             | 6631 South Florida Avenue           | 33813      | (863) 323-7525 | Alexander Garibay   |
| FL           | Lakewood Ranch       | 11151 State Road 70 East            | 34202      | (941) 739-5959 | Troy Bedinghaus     |
| FL           | Lauderhill           | 7187 West Oakland Park Boulevard    | 33313      | (954) 306-2409 | Hieu Nguyen         |
| FL           | Longwood             | 983 West State Road 434             | 32750      | (407) 261-0505 | Dale Johnson        |
| FL           | Longwood             | 105 East Lake Brantley Drive        | 32779      | (407) 869-4733 | Christopher Pearson |
| FL           | Maitland             | 238 South Orlando Avenue            | 32751      | (407) 971-1001 | David Fisher        |
| FL           | Marco Island         | 914 Park Avenue                     | 34145      | (239) 394-3068 | Michael Madison     |
| FL           | Melbourne            | 2229 West New Haven Avenue          | 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            | 278 North Wickham Road              | 32935      | (321) 253-9228 | Kha Duong           |
| FL           | Melbourne Beach      | 3830 Highway A1A South              | 32951      | (321) 308-2015 | Brett Reynolds      |
| FL           | Merritt Island       | 950 North Courtenay Parkway         | 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           | 33176      | (305) 279-2212 | Ivana Estrada       |
| FL           | Miami                | 8231 South Dixie Highway            | 33143      | (305) 670-6060 | Jerome Hernandez    |



| Office State | Office City        | Office Address                  | Office Zip | Office Phone   | Office Owner          |
|--------------|--------------------|---------------------------------|------------|----------------|-----------------------|
| FL           | Miami              | 12091 Southwest 152nd Street    | 33177      | (305) 232-3937 | Andrew Chen           |
| FL           | Miami              | 7875 South West 104th Street    | 33156      | (305) 253-9038 | 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           | Miami              | 10 NE 1st Avenue                | 33132      | (954) 536-6866 | Tejveer Pandher       |
| FL           | Naples             | 60 10th Street North            | 34102      | (239) 261-7071 | Bonny Eads            |
| FL           | Naples             | 4060 Tamiami Trail North #4     | 34103      | (239) 261-5915 | Terry Van Der Heyden  |
| FL           | Naples             | 2382 Immokalee Road             | 34110      | (239) 631-6451 | Jill Sagona           |
| FL           | Naples             | 14700 Tamiami Trail North       | 34110      | (239) 374-2075 | Emilio Martinez       |
| FL           | New Port Richey    | 8603 Easthaven Court, Suite 101 | 34655      | (727) 844-3223 | Vincent Azzue         |
| FL           | New Smyrna Beach   | 103 Faulkner Street             | 32168      | (386) 423-7788 | Kevin Brantley        |
| FL           | New Smyrna Beach   | 406 Palmetto Street             | 32168      | (386) 222-2393 | Kirsten Wilgers       |
| FL           | North Miami Beach  | 1031 Ives Dairy Road            | 33179      | (305) 651-8832 | Rishi Shah            |
| FL           | Ocala              | 4820 NorthWest Blitchton Road   | 34482      | (352) 448-3932 | Marc Robinson         |
| FL           | Ocoee              | 10101 West Colonial Drive       | 34761      | (407) 445-5170 | Mark Coan             |
| FL           | Odessa             | 16230 State Route 54            | 33556      | (813) 926-5993 | Christopher Tumolo    |
| FL           | Okeechobee         | 710 South Parrott Avenue        | 34974      | (863) 467-0595 | Christine Bishop      |
| FL           | Orlando            | 400 North Bumby Avenue          | 32803      | (407) 893-6222 | Mark Perry            |
| FL           | Orlando            | 2933 East Colonial Drive        | 32803      | (407) 894-5441 | Duy Vy                |
| FL           | Orlando            | 425 South Avalon Park Boulevard | 32828      | (407) 658-6580 | Thanh Nguyen          |
| FL           | Orlando            | 6431 South Chickasaw Trail      | 32829      | (407) 482-4800 | Michael Salinas       |
| FL           | Orlando            | 5006 Dr. Phillips Boulevard     | 32819      | (407) 298-8819 | Brenda DeForrest      |
| FL           | Orlando            | 222 Neighborhood Market Road    | 32825      | (407) 930-5566 | Anthony Huynh         |
| FL           | Orlando            | 720 Rugby Street                | 32804      | (407) 271-4455 | Jeanine Armesto       |
| FL           | Orlando            | 4829 New Broad Street           | 32814      | (407) 979-4829 | Aliasghar Jagani      |
| FL           | Orlando            | 15508 West Colonial Drive       | 34787      | (407) 798-8880 | Ashley Kimble         |
| FL           | Orlando            | 8685 Fenton Street              | 32836      | (407) 470-0579 | Amita Patel           |
| FL           | Oviedo             | 1020 Lockwood Boulevard         | 32765      | (407) 971-1001 | David Fisher          |
| FL           | Oviedo             | 171 South Central Avenue        | 32765      | (407) 359-8016 | Emy Feliciano         |
| FL           | Palm Bay           | 1051 Port Malabar Boulevard #14 | 32905      | (321) 723-9350 | Christopher Allen     |
| FL           | Palm Beach Gardens | 11380 Prosperity Farms Road     | 33410      | (561) 627-1114 | Mark Marciano         |
| FL           | Palm Beach Gardens | 12325 Northlake Boulevard       | 33412      | (561) 242-1200 | Mark Marciano         |
| FL           | Palm Harbor        | 4974 Ridgemoor Boulevard        | 34685      | (727) 242-8388 | Vicky Than            |
| FL           | Panama City        | 1714 West 23rd Street           | 32405      | (850) 215-9101 | William Patterson     |
| FL           | Panama City Beach  | 651 Grand Panama Boulevard      | 32407      | (850) 563-8800 | Mona Patel            |
| FL           | Parrish            | 10060 US Highway 301 North      | 34219      | (941) 304-2015 | Troy Bedinghaus       |
| FL           | Pembroke Pines     | 18503 Pines Boulevard           | 33029      | (954) 430-8330 | Caleb Kennedy         |
| FL           | Pembroke Pines     | 14934 Pines Boulevard           | 33027      | (954) 367-6333 | Magdalena Saint Louis |
| FL           | Pinecrest          | 9655 South Dixie Highway        | 33156      | (786)558-7295  | Man Kin (Eric) Chow   |
| FL           | Plantation         | 9711 West Broward Boulevard     | 33324      | (954) 474-1374 | Michael Holifield     |
| FL           | Ponte Vedra        | 30 Tavernier Drive              | 32081      | (904) 356-9431 | Jeffrey Brown         |
| FL           | Ponte Vedra Beach  | 120 A1A North                   | 32082      | (904) 280-9000 | William Smith         |
| FL           | Port Charlotte     | 701 JC Center Court             | 33954      | (941) 624-3939 | Rhiannon Maggiore     |
| FL           | Port Orange        | 5820 South Williamson Boulevard | 32128      | (386) 767-4449 | Kirsten Wilgers       |

| Office State | Office City      | Office Address                      | Office Zip | Office Phone   | Office Owner         |
|--------------|------------------|-------------------------------------|------------|----------------|----------------------|
| FL           | Port Orange      | 5131 South Ridgewood Avenue         | 32127      | (386) 222-2991 | Jessica Jordan       |
| FL           | Punta Gorda      | 42041 Cypress Parkway               | 33982      | (239) 731-0060 | Jill Sagona          |
| FL           | Riverview        | 11422 South US Highway 301          | 33578      | (813) 402-2743 | Cathrine Farah       |
| FL           | Riverview        | 13446 Boyette Road                  | 33569      | (813) 657-1857 | Reanne Ciotti        |
| FL           | Rockledge        | 1982 S. U.S. Highway 1, Suite 101   | 32955      | (321) 636-7200 | Frank Curington      |
| FL           | Rockledge        | 1285 US Highway 1                   | 32955      | (321) 631-2811 | Jacqueline Tran      |
| FL           | Royal Palm Beach | 129 South State Road 7              | 33414      | (561) 798-7432 | Jolene Reiter        |
| FL           | Royal Palm Beach | 11925 Southern Boulevard            | 33411      | (561) 270-5520 | Elena Monks          |
| FL           | Safety Harbor    | 330 Main Street                     | 34695      | (727) 791-1233 | Jose Santos          |
| FL           | Saint Johns      | 155 Fountains Way                   | 32259      | (904) 663-0903 | Romanda Demetrios    |
| FL           | Sanford          | 157 Towne Center Boulevard          | 32771      | (407) 302-4480 | Sandra Frutchey      |
| FL           | Santa Rosa Beach | 24700 Highway 331 South             | 32459      | (850) 931-2020 | Kevin Wells          |
| FL           | Sarasota         | 2940 South Tamiami Trail            | 34239      | (941) 921-2020 | Steven Bovio         |
| FL           | Sarasota         | 4934 Fruitville Road                | 34232      | (941) 371-7644 | Donna Shotwell       |
| FL           | Sarasota         | 3900 Clark Road                     | 34233      | (941) 926-2020 | Ankit Patel          |
| FL           | St. Cloud        | 4068 13th Street                    | 34769      | (407) 892-0063 | Carl Ritch           |
| FL           | St. Johns        | 132 Everest Lane                    | 32259      | (904) 713-2020 | Jordan Dau           |
| FL           | St. Johns        | 60 Shops Boulevard                  | 32259      | (386) 795-6085 | Mary Hendy           |
| FL           | St. Johns        | 3735 Longleaf Pine Parkway          | 32259      | (402) 540-0648 | Jordan Dau           |
| FL           | St. Petersburg   | 4940 Central Avenue                 | 33707      | (727) 321-6600 | Caleb Saint Jean     |
| FL           | Starke           | 292 Lafayette Street                | 32091      | (904) 964-8076 | Michael Schlofman    |
| FL           | Stuart           | 2626 Southeast Willoughby Boulevard | 34994      | (772) 286-4878 | Brad Waronicki       |
| FL           | Tallahassee      | 2724 Capital Circle Northeast       | 32308      | (850) 385-4444 | Richard Hamilton     |
| FL           | Tallahassee      | 2176 Capital Circle Southeast       | 32301      | (850) 391-8900 | Erin Neal            |
| FL           | Tamarac          | 6718 North University Drive         | 33321      | (954) 721-3009 | Wendy Carbone        |
| FL           | Tampa            | 7865 Gunn Highway                   | 33626      | (813) 792-0700 | Daniel Guild         |
| FL           | Tampa            | 9912 West Linebaugh Avenue          | 33626      | (813) 792-0637 | Nate Bonilla-Warford |
| FL           | Tampa            | 15310 Amberly Drive                 | 33647      | (813) 792-0637 | Nate Bonilla-Warford |
| FL           | Tampa            | 4710 North Habana Avenue            | 33614      | (813) 879-0324 | James Greco          |
| FL           | Tampa            | 3109 West Swann Avenue              | 33609      | (813) 590-2020 | Dennis Garcia        |
| FL           | Tampa            | 3802A Britton Plaza                 | 33611      | (813) 837-0077 | Sarah Regal          |
| FL           | Tavernier        | 91284 Overseas Highway              | 33070      | (305) 853-3153 | Jannah Landsaw       |
| FL           | Tequesta         | 596 US-1                            | 33469      | (561) 581-2020 | Marilu Ford          |
| FL           | Titusville       | 338 South Washington Avenue         | 32796      | (321) 269-2021 | Gregory Aker         |
| FL           | Titusville       | 1917 Knox McRae Drive               | 32780      | (321) 383-1332 | David Hendrix        |
| FL           | Titusville       | 1114 South Washington Avenue        | 32796      | (321) 269-2021 | Gregory Aker         |
| FL           | Valparaiso       | 111 North John Sims Parkway         | 32580      | (850) 608-4469 | Annette Brabham      |
| FL           | Valrico          | 3307 Lithia Pinecrest Road          | 33596      | (813) 654-0220 | Branning Hollis      |
| FL           | Vero Beach       | 333 17th Street, Suite G            | 32960      | (772) 978-0845 | Brice Roselli        |
| FL           | Viera            | 5455 Murrell Road, Suite 107        | 32955      | (321) 636-1972 | Mark Fisher          |
| FL           | Wellington       | 3175 State Road 7                   | 33449      | (561) 439-2020 | Lori Mazza           |
| FL           | Wesley Chapel    | 2653 Bruce B. Downs Boulevard       | 33544      | (813) 906-1221 | Daniel Yee           |
| FL           | West Palm Beach  | 1788 North Jog Road                 | 33411      | (561) 242-1200 | Mark Marciano        |
| FL           | Westlake         | 4931 Seminole Pratt Whitney Road    | 33470      | (571) 212-1113 | Tuyet-Suong Pham     |
| 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       |

| Office State | Office City    | Office Address                    | Office Zip | Office Phone   | Office Owner          |
|--------------|----------------|-----------------------------------|------------|----------------|-----------------------|
| FL           | Winter Park    | 1933 Aloma Avenue                 | 32792      | (407) 677-8666 | Sheri McGurk          |
| FL           | Winter Park    | 1928 Howell Branch Road           | 32792      | (407) 671-5445 | Kaitlyn Kelley        |
| FL           | Winter Springs | 1305 Tree Swallow Drive           | 32708      | (407) 971-1001 | David Fisher          |
| GA           | Adairsville    | 14 Legacy Drive                   | 30103      | (770) 773-1584 | Michael - Vu Do       |
| GA           | Alpharetta     | 4180 Old Milton Parkway           | 30005      | (770) 776-9000 | Susan Reimbold        |
| GA           | Americus       | 208 East Lamar Street             | 31709      | (229) 924-9998 | Robin Chandler-Morgan |
| GA           | Athens         | 698 South Milledge Avenue         | 30605      | (706) 543-2020 | Jon Forche            |
| GA           | Atlanta        | 5380 Roswell Road Northeast       | 30342      | (404) 250-1680 | Rachel Sweeney        |
| GA           | Atlanta        | 2020 Howell Mill Road Northwest   | 30318      | (404) 835-2975 | Andrea Knouff         |
| GA           | Atlanta        | 2250 Marietta Boulevard Northwest | 30318      | (404) 446-0343 | Katerin Ortiz         |
| GA           | Bainbridge     | 1601 East Shotwell Street         | 39819      | (229) 246-1600 | Julia Harrison        |
| GA           | Baxley         | 510 South Main Street             | 31513      | (912) 705-2020 | Timothy Lovett        |
| 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           | Canton         | 591 East Main Street              | 30114      | (770) 479-4481 | Joyce Nations         |
| GA           | Canton         | 2060 Cumming Highway              | 30115      | (770) 615-2007 | Susan Reimbold        |
| 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) 776-2020 | Holton King           |
| GA           | Cumming        | 5310 Matt Highway                 | 30028      | (770) 765-3195 | Brett Bordner         |
| GA           | Cumming        | 2585 Peachtree Parkway            | 30041      | TBD            | Mark Wiggers          |
| GA           | Dacula         | 3511 Braselton Highway            | 30019      | (678) 916-5840 | Hae Chun              |
| GA           | Dahlonega      | 79 Turner Road                    | 30533      | (706) 864-7007 | Kelley Dasinger       |
| GA           | Dawsonville    | 5983 Highway 53 East              | 30534      | (706) 216-6595 | Kelley Dasinger       |
| GA           | Decatur        | 2570 Blackmon Drive               | 30033      | (678) 846-2000 | Minh Ta               |
| GA           | Decatur        | 216 Church Street                 | 30030      | (404) 378-3694 | Jonathan Woolfson     |
| GA           | Douglas        | 1329 Ocilla Road                  | 31533      | (912) 393-0005 | Ellen Fitzgerald      |
| GA           | Fairburn       | 5370 Campbellton Fairburn Road,   | 30213      | (770) 629-4351 | Danielle Jackson      |
| GA           | Gainesville    | 3296 Thompson Bridge Road         | 30506      | (706) 430-2020 | Keylee Brown          |
| GA           | Greensboro     | 6061 Lake Oconee Parkway          | 30642      | (706) 453-4535 | Perry Lee             |
| GA           | Jasper         | 800 West Church Street            | 30143      | (706) 692-7510 | Rose Darby            |
| GA           | Jesup          | 742 South First Street            | 31545      | (912) 427-7773 | Ian Buchli            |
| GA           | Johns Creek    | 10475 Medlock Bridge Road         | 30097      | (678) 404-7268 | Haiying Cheng         |
| GA           | Jonesboro      | 137 West Mill Street              | 30236      | (770) 471-5037 | Robert McCullough     |
| GA           | Kennesaw       | 3745 Cherokee Street              | 30144      | (770) 590-8191 | Mark Hester           |
| GA           | LaGrange       | 101 South Dawson Street           | 30241      | (706) 885-0610 | Brent Brown           |
| GA           | Lawrenceville  | 575 Professional Drive            | 30046      | (678) 993-2020 | Susan Reimbold        |
| GA           | Lithia Springs | 880 Crestmark Drive               | 30122      | (770) 948-0036 | Mehrdad Saadat        |
| GA           | Madison        | 223 South Main Street             | 30650      | (706) 343-1876 | Kenneth Tennant       |
| GA           | Marietta       | 2255 Sewell Mill Road             | 30062      | (770) 578-1900 | Susan Reimbold        |
| GA           | Nashville      | 205 West McPherson Avenue         | 31639      | (229) 686-2020 | Andrew Solomon        |
| GA           | Riverdale      | 131 Upper Riverdale Road          | 30274      | (770) 637-8767 | Susan Reimbold        |
| GA           | Roswell        | 330 East Crossville Road          | 30075      | (770) 518-4884 | Ashli Culver          |
| GA           | St. Marys      | 775 C Kings Bay Road              | 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 138 Southeast          | 30281      | (770) 474-5617 | Nickson Henry        |
| GA           | Suwanee      | 3130 Mathis Airport Parkway         | 30024      | (770) 574-6090 | Nutan Desai          |
| GA           | Tifton       | 2012 Pineview Avenue                | 31794      | (229) 382-4765 | Ted McElroy          |
| GA           | Villa Rica   | 921 Moore Ferry Road                | 30180      | (678) 460-0498 | Mehrdad Saadat       |
| GA           | Watkinsville | 1725 Electric Avenue                | 30677      | (706) 237-9128 | Taylor Ficek Begasse |
| GA           | West Point   | 400 3rd Avenue                      | 31833      | (706) 643-2020 | Conner Robbins       |
| 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            | 96814      | (808) 973-2015 | Jon Ishihara         |
| HI           | Honolulu     | 1255 Nuuanu Avenue                  | 96817      | (808) 533-3236 | Ernest Oshiro        |
| HI           | Honolulu     | 2024 North King Street              | 96819      | (808) 848-0527 | Chris Yamamoto       |
| HI           | Honolulu     | 4211 Waialae Avenue                 | 96816      | (808) 737-5811 | Franklin Lau         |
| HI           | Honolulu     | 1123 11th Avenue                    | 96816      | (808) 734-7050 | Nelson Yoshioka, Jr. |
| HI           | Honolulu     | 1441 Kapiolani Boulevard            | 96814      | (808) 944-9911 | Randall Sakamoto     |
| HI           | Honolulu     | 725 Kapiolani Boulevard             | 96813      | (808) 593-8939 | Dale Fong            |
| HI           | Honolulu     | 2024 North King Street              | 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     | 1401 South Beretania Street         | 96814      | (808) 536-5919 | Reid Saito           |
| HI           | Honolulu     | 1620 North School Street, Room 143  | 96817      | (808) 845-2221 | Patricia Ichimura    |
| HI           | Honolulu     | 1820 Algoroba Street                | 96826      | (808) 949-9999 | Rolin Otomo          |
| HI           | Honolulu     | 1580 Makaloa Street                 | 96814      | (808) 591-1566 | Kyle Oroku           |
| HI           | Kailua       | 407 Uluniu Street                   | 96734      | (808) 262-4071 | Cherilyn Lai         |
| HI           | Kailua       | 30 Aulike Street                    | 96734      | (808) 262-8107 | Kari Chang-Moses     |
| HI           | Kailua Kona  | 75-1022 Henry Street                | 96740      | (808) 437-5156 | Charlotte Love       |
| HI           | Kamuela      | 65-1227 B. Opelo Road               | 96743      | (808) 885-4000 | Ashley Maekawa       |
| HI           | Kaneohe      | 46-056 Kamehameha Highway           | 96744      | (808) 235-6641 | Stuart Machida       |
| HI           | Kapolei      | 1049 Kakala Street, Suite 102       | 96707      | (808) 674-0744 | Hank Makini          |
| HI           | Lihue        | 3-2600 Kaunualii Hwy                | 96766      | (808) 245-8564 | Jere Loo             |
| HI           | Milliani     | 95-720 Lanikuhana Avenue, Suite 200 | 96789      | (808) 625-7451 | Patricia Ichimura    |
| 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 | Ryan Reedy           |
| IA           | Altoona      | 1005 8th Street Southwest           | 50009      | (515) 967-4095 | Jeffrey Neighbors    |
| IA           | Ankeny       | 111 NW 9th Street                   | 50023      | (515) 964-7355 | James Schroder       |
| IA           | Ankeny       | 1620 North Ankeny Boulevard         | 50023      | (515) 963-7902 | Ethan Huisman        |
| IA           | Ankeny       | 2510 SW White Burch Drive           | 50023      | (515) 964-5427 | Lisa Domino          |
| IA           | Ankeny       | 1810 Southwest White Birch Circle   | 50023      | (515) 965-8488 | Ethan Huisman        |
| IA           | Ankeny       | 1345 SW Park Square Drive           | 50023      | (515) 305-2922 | Jesse Kahnk          |
| IA           | Belle Plaine | 1010 8th Avenue                     | 52208      | (319) 444-7034 | Patrick Fleming      |
| IA           | Bettendorf   | 2543 Tech Drive                     | 52722      | (563) 359-4446 | Aaron Chizek         |
| IA           | Bondurant    | 87 Paine Street SE                  | 50035      | (515) 267-7908 | Amanda Korth         |
| IA           | Carroll      | 805 North Main Street               | 51401      | (712) 792-9687 | Thomas Parrish       |
| IA           | Cedar Rapids | 510 10th Street SE                  | 52403      | (319) 365-2868 | David Christensen    |
| IA           | Cedar Rapids | 3225 William Pkwy. SW, Suite 1      | 52404      | (319) 366-3500 | DeAnn Fitzgerald     |

| Office State | Office City     | Office Address                    | Office Zip | Office Phone   | Office Owner      |
|--------------|-----------------|-----------------------------------|------------|----------------|-------------------|
| IA           | Cedar Rapids    | 5350 Kirkwood Boulevard SW        | 52404      | (319) 365-2946 | Robert Kingus     |
| IA           | 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) 552-1414 | Kacie Monroe      |
| IA           | Coralville      | 2791 Heartland Drive              | 52241      | (319) 354-5030 | Jayme Wilhelm     |
| IA           | Council Bluffs  | 200 South 29th Street             | 51501      | (712) 325-4999 | Scott Bowker      |
| IA           | Davenport       | 4622 Progress Drive               | 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 | Scott Bowker      |
| 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 | Ryan Reedy        |
| IA           | Fort Dodge      | 1511 1st Avenue South             | 50501      | (515) 955-7777 | Brent Heath       |
| IA           | Glenwood        | 406 1st Street                    | 51534      | (712) 527-4468 | Kyle Klute        |
| 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      | (712) 755-2150 | Michael Johnston  |
| IA           | Hiawatha        | 405 South Blairsferry Crossing    | 52233      | (319) 743-3937 | David Christensen |
| IA           | Humboldt        | 1409 13th Street, North Hwy 169 N | 50548      | (515) 332-2020 | Ryan Reedy        |
| IA           | Iowa City       | 1018 William Street               | 52240      | (319) 338-9275 | Jayme Wilhelm     |
| IA           | Jefferson       | 207 North Chestnut Street         | 50129      | (515) 386-3513 | Kyle Stalder      |
| IA           | Johnston        | 5501 NW 86th Street               | 50131      | (515) 270-0494 | Jeffrey Neighbors |
| IA           | Kalona          | 204 5th Street                    | 52247      | (319) 656-2420 | Jayme Wilhelm     |
| 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         | 324 Main Street                   | 51455      | (712) 655-2020 | Scott Bowker      |
| IA           | Mapleton        | 402 Main Street                   | 51034      | (712) 882-2020 | Scott Bowker      |
| 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 | Kacie Monroe      |
| IA           | Missouri Valley | 308 East Erie Street              | 51555      | (712) 642-4146 | Scott Bowker      |
| IA           | Moville         | 223 Main Street                   | 51039      | (712) 873-3440 | Scott Bowker      |
| IA           | Mt. Vernon      | 202 Glenn Street                  | 52314      | (319) 895-8888 | Steven Sindt      |
| IA           | Muscatine       | 315 Parham Street                 | 52761      | (563) 263-7577 | Janell Kassel     |
| IA           | Newton          | 100 North 4th Avenue West         | 50208      | (641) 792-7900 | Chad Klein        |
| IA           | Norwalk         | 2301 Sunset Drive                 | 50211      | (515) 987-3937 | Ethan Huisman     |
| IA           | Onawa           | 721 10th Street                   | 51040      | (712) 423-2737 | Scott Bowker      |
| IA           | Osceola         | 147 South Main Street             | 50213      | (641) 342-2737 | David Hoadley     |
| IA           | Ottumwa         | 816 Albia Road                    | 52501      | (641) 682-9816 | David Hoadley     |
| IA           | Pella           | 518 Franklin Street               | 50219      | (641) 628-2023 | Michelle Jones    |

| Office State | Office City     | Office Address                | Office Zip | Office Phone   | Office Owner         |
|--------------|-----------------|-------------------------------|------------|----------------|----------------------|
| IA           | Red Oak         | 1409 North 2nd Street         | 51566      | (712) 623-5551 | Travis Jones         |
| IA           | Robins          | 915 Robins Square Drive       | 52328      | (319) 294-8888 | David Christensen    |
| IA           | Shenandoah      | 505 West Sheridan Avenue      | 51601      | (712) 246-1786 | Jacob Muller         |
| IA           | Sioux City      | 1909 Hamilton Boulevard       | 51104      | (712) 252-4333 | Scott Bowker         |
| IA           | Toledo          | 1001 South County Road        | 52342      | (641) 484-5509 | Kacie Monroe         |
| IA           | Urbandale       | 14111 Douglas Parkway         | 50323      | (515) 339-1836 | Jenessa Lock         |
| 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      |
| IA           | Williamsburg    | 407 Court Street              | 52361      | (319) 668-2471 | Jayne Wilhelm        |
| IA           | Wilton          | 114 West 4th Street           | 52778      | (563) 316-2007 | Janell Kassel        |
| 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           | Boise           | 404 East Parkcenter Boulevard | 83706      | (208) 210-4832 | Jamie Rodriguez      |
| ID           | Boise           | 939 West Beacon Street        | 83706      | (208) 344-8758 | Landon Hagberg       |
| 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           | Driggs          | 180 South Main Street         | 83422      | (207) 651-6816 | Eliza Whatley Martin |
| ID           | Eagle           | 27 North 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 | James Davis          |
| ID           | Hayden Lake     | 8445 North Government Way     | 83835      | (208) 772-3208 | Tyrel Bruneel        |
| ID           | Idaho Falls     | 838 South Woodruff Avenue     | 83401      | (208) 523-3937 | Nathan Housley       |
| ID           | Idaho Falls     | 814 Pacheri Drive             | 83402      | (208) 417-4595 | Jeremy Ball          |
| ID           | Idaho Falls     | 1689 Pancheri Drive           | 83402      | (208) 452-0541 | Jared Birch          |
| ID           | Idaho Falls     | 3351 Merlin Drive             | 83404      | (208) 522-5594 | Jared Birch          |
| ID           | Jerome          | 201 South Lincoln Avenue      | 83338      | (208) 324-4363 | James Davis          |
| 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               | 83843      | (208) 874-0020 | Enjoli Cooke         |
| 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       | 353 North 4th Avenue          | 83201      | (208) 668-0425 | Jared Birch          |
| ID           | Post Falls      | 3914 East Early Dawn Avenue   | 83854      | (208) 773-2020 | Lance Fagan          |
| ID           | Rexberg         | 24 East Main Street           | 83404      | (208) 576-6339 | Jared Birch          |
| ID           | Salmon          | 603 Shoup Street              | 83467      | (208) 756-2020 | Dustin Jones         |
| ID           | Soda Springs    | 152 South Main Street         | 83276      | (208) 547-0000 | Jeffrey Collins      |
| ID           | St Anthony      | 45 West 1st North             | 83445      | (208) 668-0358 | Jared Birch          |
| ID           | St. Maries      | 704 College Avenue            | 83861      | (208) 245-6563 | Lance Fagan          |
| ID           | Star            | 10615 West State Street       | 83669      | (208) 938-2015 | Shawn Sorenson       |

| Office State | Office City       | Office Address                    | Office Zip | Office Phone   | Office Owner              |
|--------------|-------------------|-----------------------------------|------------|----------------|---------------------------|
| ID           | Twin Falls        | 844 Shoshone Street East          | 83301      | (208) 734-9800 | James Davis               |
| ID           | Twin Falls        | 1067 Eastland Drive               | 83301      | (208) 733-1944 | Jared Walker              |
| ID           | Twin Falls        | 1952 Addison Avenue               | 83301      | (208) 735-4080 | Jennifer Ruprecht         |
| IL           | Aledo             | 106 South College Avenue          | 61231      | (309) 582-2421 | Christopher Lear          |
| IL           | Arcola            | 111 East Main Street              | 61910      | (217) 442-2631 | Shawn Mallady             |
| IL           | Arlington Heights | 2010 South Arlington Heights Road | 60005      | (847) 621-0633 | Margaret McNelis          |
| IL           | Barrington        | 237 East Main Street              | 60010      | TBD            | Emily Davis               |
| IL           | Bartlett          | 810 West Bartlett Road            | 60103      | (630) 837-9500 | Kristina Gabrenya         |
| IL           | Benld             | 600 South 8th Street              | 62009      | (217) 835-7724 | Shawna Heddinghaus        |
| IL           | Bloomington       | 113 East Lake Street              | 60108      | (630) 326-8632 | Matthew Albin             |
| IL           | Bloomington       | 1107 Airport Road                 | 61704      | (309) 622-7700 | Jeffrey Huettemann        |
| IL           | Bloomington       | 6 Heartland Drive                 | 61704      | (309) 663-0303 | Andrew Backus             |
| IL           | Bloomington       | 1015 South Mercer Avenue          | 61701      | (309) 213-9200 | Dennis Brtva              |
| 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 North 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           | Champaign         | 2008 Round Barn Road              | 61821      | (217) 355-6464 | 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 Avenue          | 60609      | (773) 924-5292 | Stephanie Johnson-Brown   |
| IL           | Chicago           | 6107 North Northwest Highway      | 60631      | (773) 867-6165 | Ruchi Shah                |
| 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 South Halsted Street         | 60607      | (312) 455-1306 | Robert Steinmetz          |
| IL           | Chicago           | 111 South Franklin Street         | 60606      | (312) 265-0444 | Eric Drey                 |
| IL           | Chicago           | 4115 North Lincoln Avenue         | 60618      | (773) 360-8671 | Elizabeth Saxton-Williams |
| IL           | Chicago           | 3402 West 111th Street            | 60655      | (773) 941-6519 | Karina Langle             |
| IL           | Chicago           | 3460 South Halsted Street         | 60608      | (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           | 328 South Michigan Avenue         | 60604      | (312) 427-6720 | Silvia Pelini             |
| 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           | Chicago           | 5315 West Devon Avenue            | 60646      | (773) 775-3350 | Ameera Sulakhe            |
| IL           | Chicago           | 4735 North Damen Avenue           | 60625      | (773) 961-8700 | Joanna Slusky             |
| IL           | Chicago           | 2210 North Clark Street           | 60614      | (773) 697-9100 | Jirasak Sakulsom          |
| IL           | Chicago           | 555 South Dearborn Street         | 60605      | (312) 588-5999 | Robert Steinmetz          |

| Office State | Office City       | Office Address                   | Office Zip | Office Phone   | Office Owner        |
|--------------|-------------------|----------------------------------|------------|----------------|---------------------|
| IL           | Chicago           | 6013 North Cicero Avenue         | 60646      | (773) 389-5409 | Natalie Glebiv      |
| IL           | Chicago           | 3232 West Bryn Mawr Avenue       | 60659      | (773) 588-4433 | Mark Takesuye       |
| IL           | Chicago           | 1801 South Racine Avenue         | 60608      | (773) 257-0355 | Ramandeep Purewal   |
| IL           | Chicago           | 5371 West Lawrence Avenue        | 60630      | (312) 525-9621 | Gabrielle Drewniak  |
| IL           | Clinton           | 125 West Main Street             | 61727      | (217) 935-9451 | Jeffrey Huettemann  |
| IL           | Columbia          | 840 Admiral Weinel Boulevard     | 62236      | (618) 543-0089 | Joshua Wilson       |
| 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           | 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 | Jeffrey Huettemann  |
| 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 | Matthew Jones       |
| IL           | Elgin             | 3091 US-20                       | 60124      | (847) 874-2020 | Jay Patel           |
| IL           | Elk Grove Village | 2 East Devon Avenue              | 60007      | (847) 364-0221 | Edgar Perez         |
| IL           | Elmhurst          | 535 Spring Road                  | 60126      | TBD            | Marsha Neven        |
| IL           | Fairbury          | 2 Aspen Court                    | 61739      | (815) 692-2415 | Sasha Radford       |
| IL           | Frankfort         | 21237 South LaGrange Road        | 60423      | (708) 274-0094 | Megan Meus          |
| IL           | Franklin Park     | 10116 West Grand Avenue          | 60131      | (847) 737-5875 | Rosalba Ramirez     |
| IL           | Freeburg          | 1200 North State Street          | 62243      | (618) 539-5620 | Joshua Wilson       |
| IL           | Freeport          | 980 West South Street            | 61032      | (815) 232-2020 | David Myles Bechtel |
| IL           | Galesburg         | 35 4L Plaza                      | 61401      | (309) 343-1179 | Peter Kehoe         |
| IL           | Galva             | 216 NW 1st Street                | 61434      | (309) 932-3615 | Peter Kehoe         |
| IL           | Geneva            | 2401 Kaneville Road              | 60134      | (630) 326-4417 | Griffin Durias      |
| IL           | Glendale Heights  | 132 East Army Trail Road         | 60139      | (630) 454-6899 | Saher Sayed         |
| IL           | Glenview          | 2300 Lehigh Avenue               | 60026      | (224) 432-5147 | Magdalena Bak       |
| 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           | Harrisburg        | 607 South Commercial Street      | 62946      | TBD            | Sykes Thompson      |
| IL           | Herrin            | 3121 South Park Avenue           | 62948      | (618) 942-5465 | Chase Rudolph       |
| IL           | Hickory Hills     | 9400 South Roberts Road          | 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          | 201 East Ogden Avenue            | 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           | Huntley           | 10880 IL-47                      | 60142      | (847) 961-2020 | Charlene Morfoot    |
| IL           | Jerseyville       | 301 South Jefferson Street       | 62052      | (618) 498-8187 | Dean Bishop         |
| IL           | Jerseyville       | 519 South State Street           | 62052      | (618) 494-4030 | Amanda Gerson       |
| IL           | Joliet            | 1521 Essington Road              | 60435      | (815) 729-2002 | Ann Karkowski       |
| IL           | Kewanee           | 205 Tenney Street                | 61443      | (309) 854-0010 | Kerry Head          |
| IL           | Lake Bluff        | 207-209 North Waukegan Road      | 60044      | (224) 524-1011 | Diana Yin           |
| IL           | Lake Forest       | 825 South Waukegan Road          | 60045      | (224) 706-6835 | Eric Drey           |



| Office State | Office City      | Office Address                | Office Zip | Office Phone   | Office Owner          |
|--------------|------------------|-------------------------------|------------|----------------|-----------------------|
| IL           | Lemont           | 1060 State Street             | 60439      | (630) 283-2426 | Meghan Walsh          |
| IL           | Lincoln          | 327 North Kickapoo Street     | 62656      | (217) 735-2020 | Shawn Mallady         |
| IL           | Litchfield       | 510 West Union Avenue         | 62056      | (217) 324-3317 | Scott Sawyer          |
| IL           | Marion           | 3411 Office Park Drive        | 62959      | (618) 997-5600 | Chase Rudolph         |
| IL           | Marion           | 1508 Sioux Drive              | 62959      | (618) 993-8787 | Trevor Crabtree       |
| IL           | Marion           | 102 East Deyoung Street       | 62959      | (630) 817-0155 | Ashley Aylesworth     |
| IL           | Marshall         | 608 Archer Avenue             | 62441      | (618) 819-0308 | Erin Switzer          |
| IL           | Mattoon          | 1821 Charleston Avenue        | 61938      | (217) 234-6600 | Mark Esarey           |
| IL           | Mattoon          | 1120 Lake Land Boulevard      | 61938      | (217) 258-8466 | Matthew Jones         |
| IL           | Mendota          | 700 14th Avenue               | 61342      | (815) 539-6291 | Tara Van De Wyngaerde |
| IL           | Monmouth         | 67 Public Square              | 61462      | (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 Prospect   | 200 West Northwest Highway    | 60056      | (630) 946-1414 | Delaram Bahmani       |
| IL           | Mount Zion       | 1410 East Village Parkway     | 62549      | (217) 615-2510 | Robert Jones          |
| IL           | Mt. Vernon       | 112 South 42nd Street         | 62864      | (618) 244-0508 | Jennifer Bass         |
| IL           | Mt. Vernon       | 4 Westwood Drive              | 62864      | (618) 242-7810 | Elizabeth Wolff       |
| IL           | Naperville       | 1112 S. Washington Street     | 60540      | (630) 355-6878 | Michael Russell       |
| IL           | Naperville       | 3027 English Rows Avenue      | 60564      | (630) 922-2661 | Allan Smith           |
| IL           | Naperville       | 4931 South Rt 59              | 60564      | (630) 904-1900 | Maria Annum           |
| IL           | Naperville       | 1212 South Naper Boulevard    | 60540      | (269) 254-3616 | Dana DeVito           |
| IL           | Nashville        | 250 East Elm Street           | 62263      | (618) 327-3231 | Joshua Wilson         |
| IL           | Newton           | 201 East Washington Street    | 62448      | (618) 783-3123 | Adam Wolf             |
| IL           | Niles            | 7225 North Caldwell Avenue    | 60714      | (847) 647-0707 | Pamela Lowe           |
| IL           | North Riverside  | 8847 West Cermak Road         | 60546      | (708) 442-4700 | Merry Gindorf         |
| IL           | Northbrook       | 3117 Dundee Road              | 60062      | (847) 562-2010 | Steven Udesky         |
| IL           | Northfield       | 200 Northfield Road           | 60093      | (224) 255-6897 | Christopher Frohm     |
| IL           | Oakbrook Terrace | 17W615 Butterfield Road       | 60181      | (630) 853-9679 | Hina Patel            |
| IL           | O'Fallon         | 821 W Hwy 50                  | 62269      | (618) 680-2020 | Joshua Wilson         |
| 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 | Matthew Jones         |
| IL           | Paris            | 122 West Court Street         | 61944      | (217) 921-3140 | Shawn Mallady         |
| IL           | Pekin            | 2611 Broadway Street          | 61554      | (309) 347-5989 | Brendon Johnson       |
| IL           | Peoria           | 4727 North Sheridan Road      | 61614      | (309) 670-2020 | Roger Fitch           |
| IL           | Peoria           | 7815 North Knoxville Avenue   | 61614      | (309) 839-1614 | Kerry Head            |
| IL           | Peoria           | 7815 North Knoxville Avenue   | 61614      | (309) 839-1614 | Dennis Brtva          |
| IL           | Plainfield       | 14150 Lincoln Highway         | 60544      | (815) 577-5400 | Melissa Sigler        |
| IL           | Plainfield       | 11914 South Route 59          | 60585      | (815) 676-4474 | Mark Burke            |
| IL           | Pontiac          | 320 North Ladd Street         | 61764      | (815) 842-4304 | Bryan Stoller         |
| IL           | Princeton        | 200 Ace Road                  | 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           | Rock Island      | 2501 24th Street              | 61201      | (309) 788-0604 | Christopher Lear      |
| IL           | Rockford         | 5915 East Riverside Boulevard | 61114      | (815) 963-2020 | Jaime King            |
| IL           | Roscoe           | 5003 Hononegah Road           | 61073      | (815) 623-3937 | Sarah Blatchford      |

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|--------------|-----------------|--------------------------------------|------------|----------------|--------------------|
| 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           | Schaumburg      | 140B South Roselle Road              | 60193      | (847) 792-9411 | Lisha Patel        |
| 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           | 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 | Matthew Jones      |
| IL           | Teutopolis      | 113 East Main Street                 | 62467      | (217) 903-4117 | Brian Repking      |
| IL           | Trenton         | 409 East Broadway                    | 62293      | (618) 406-2010 | Theresa Haas       |
| 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) 398-2020 | Shawn Mallady      |
| IL           | Warrenville     | 4580 Weaver Parkway                  | 60555      | (708) 975-3608 | Margaret McNelis   |
| IL           | Washington      | 1009 North Cummings Lane             | 61571      | (309) 670-2020 | Roger Fitch        |
| IL           | Watseka         | 112 East Walnut Street               | 60970      | (815) 432-2020 | Shawn Mallady      |
| 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                | 60190      | (630) 480-2646 | Carolyn Karwoski   |
| IL           | Woodridge       | 2305 West 63rd Street                | 60517      | (630) 463-0990 | Thomas Ruiz        |
| IL           | Worth           | 6967 West 111th Street               | 60482      | (708) 448-7988 | Daniel Meus        |
| IN           | Attica          | 1212 East Main Street                | 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              | 46123      | (317) 745-3377 | Greg Norman        |
| IN           | Avon            | 8111 East U.S. Highway 36            | 46123      | (317) 707-6165 | Elizabeth Allspaw  |
| IN           | Bedford         | 1537 J Street                        | 47421      | (812) 675-0890 | Alison Atchison    |
| IN           | Bloomington     | 415 South Clarizz Boulevard          | 47401      | (812) 333-1911 | Zachary Short      |
| IN           | Bloomington     | 3655 South Sare Road                 | 47401      | (812) 727-7444 | Diana Christensen  |
| IN           | Bloomington     | 5011 West Charlestowne Way           | 47404      | (812) 333-1911 | Zachary Short      |
| IN           | Boonville       | 1001 Millis Avenue                   | 47601      | (812) 897-5000 | David Hyndman      |
| IN           | Brazil          | 603 West National Avenue             | 47834      | (812) 443-3937 | Alicia Reed-Thomas |
| IN           | Carmel          | 630 3rd Avenue, Southwest, Suite 100 | 46032      | (317) 844-7474 | Angela Berghoff    |
| IN           | Carmel          | 14560 River Road                     | 46033      | (317) 843-2020 | Nicholas Garn      |
| IN           | Cedar Lake      | 9849 Lincoln Plaza Way               | 46303      | TBD            | Stephan Kossis     |
| IN           | Chesterton      | 101 Beverly Drive                    | 46304      | (219) 728-3937 | Jason McBurnie     |
| IN           | Columbia City   | 513 North Line Street                | 46725      | (260) 244-7542 | Andrew Hogue       |
| IN           | Columbus        | 2525 California Street               | 47201      | (812) 418-0080 | Bradford Coers     |
| IN           | Crawfordsville  | 408 West Market Street               | 47933      | (765) 362-4893 | Greg Norman        |
| IN           | Crawfordsville  | 1485 South Grant Avenue              | 47933      | (765) 362-3209 | Matthew Evans      |
| IN           | Crown Point     | 10823 Broadway                       | 46307      | (219) 310-8032 | Jovan Alavanja     |
| IN           | Crown Point     | 449 East Summit Street               | 46307      | (219) 662-1600 | Matthew Evans      |

| Office State | Office City  | Office Address                     | Office Zip | Office Phone   | Office Owner       |
|--------------|--------------|------------------------------------|------------|----------------|--------------------|
| IN           | Crown Point  | 123 North Main Street              | 46307      | (219) 323-3130 | Stephan Kossis     |
| 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      | 11594 Whistle Drive                | 46037      | (317) 360-1101 | Noah Wahl          |
| IN           | Fishers      | 10967 Allisonville Road            | 46038      | (317) 577-0707 | Daniel Bollier     |
| 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           | Fort Wayne   | 4626 West Jefferson Boulevard      | 46804      | (260) 432-5502 | Darren Minnich     |
| IN           | Fort Wayne   | 9920 Illinois Road                 | 46804      | (260) 399-5912 | Danielle Teel      |
| IN           | Fort Wayne   | 5711 YMCA Park Drive East          | 46835      | TBD            | Faisal Rasooli     |
| IN           | Frankfort    | 380 West Walnut 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 | Brett Weddell      |
| IN           | Granger      | 12806 State Road 23                | 46530      | (574) 440-8600 | 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           | Greensburg   | 223 East Washington Street         | 47240      | (812) 663-2480 | David Weigel       |
| IN           | Greenwood    | 1711 South State Road 135, Suite C | 46143      | (317) 883-2020 | Jeremy Elmore      |
| IN           | Greenwood    | 2887 South State Road 135          | 46143      | (317) 751-5381 | Chris Browning     |
| IN           | Greenwood    | 622 North Madison Avenue           | 46142      | (317) 653-5872 | Olivia Jahnke      |
| IN           | Huntington   | 518 North Jefferson Street         | 46750      | (260) 356-4322 | Matthew Evans      |
| 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 | 640 East Michigan Street           | 46202      | (317) 929-1401 | Samantha Jahnke    |
| IN           | Indianapolis | 6326 Rucker Road                   | 46220      | (317) 257-4444 | Greg Norman        |
| IN           | Indianapolis | 6905 East 96th Street              | 46250      | (317) 576-9809 | Holly Lewton       |
| IN           | Indianapolis | 6845 Bluff Road                    | 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        |
| IN           | Indianapolis | 77 South Girls School Road         | 46231      | (317) 486-9427 | Julia Nolte        |
| IN           | Indianapolis | 5685 Lafayette Road                | 46254      | (317) 293-5424 | Matthew Evans      |
| IN           | Lafayette    | 1410 Union Street                  | 47904      | (765) 447-5413 | Greg Norman        |
| IN           | Lafayette    | 3526 Osborn Lane                   | 47909      | (765) 477-2000 | Matthew Evans      |
| IN           | Lafayette    | 1221 South Creasy Lane             | 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 | Matthew Evans      |
| IN           | LaGrange     | 820 North Detroit Street           | 46761      | (260) 463-8868 | Douglas Morrow     |
| IN           | Lebanon      | 117 East Main Street               | 46052      | (765) 484-8182 | Greg Norman        |
| IN           | Leo          | 10529 Holser Road                  | 46765      | (260) 627-2669 | Andrew Hogue       |
| IN           | Logansport   | 444 Mall Road                      | 46947      | (574) 722-3937 | Matthew Evans      |
| IN           | Madison      | 713 West Main Street               | 47250      | (812) 818-1027 | Anna Helton        |
| IN           | Marion       | 610 West 38th Street               | 46953      | (765) 674-7525 | Michael Zirkle     |
| IN           | Marion       | 211 South D Street                 | 46952      | (765) 662-6648 | Matthew Evans      |



| Office State | Office City      | Office Address                 | Office Zip | Office Phone   | Office Owner               |
|--------------|------------------|--------------------------------|------------|----------------|----------------------------|
| IN           | McCordsville     | 13840 East 96th Street         | 46055      | (317) 890-5548 | Chris BROWNING             |
| IN           | McCordsville     | 5813 Main Street               | 46055      | (317) 462-6601 | Nicholas McColley          |
| IN           | Mishawaka        | 517 Lincolnway East            | 46544      | (574) 255-1231 | Lindsey Kintner            |
| IN           | Mitchell         | 725 West Main Street           | 47446      | (812) 849-4555 | Zachary Short              |
| IN           | Monticello       | 501 West Broadway Street       | 47960      | (574) 583-9311 | Greg Norman                |
| IN           | Moorestown       | 258 East High Street           | 46158      | (317) 831-0725 | Michael Miller             |
| IN           | Morgantown       | 80 West Washington Street      | 46160      | (812) 597-2020 | Linda Frechette            |
| IN           | Muncie           | 4801 West Bethel Avenue        | 47304      | (765) 288-7744 | Jeremy Gard                |
| IN           | Nappanee         | 1752 East Market Street        | 46550      | (574) 773-4341 | Darren Minnich             |
| IN           | Nashville        | 51 East Chestnut Street        | 47448      | (812) 988-6877 | Jessica Wagers             |
| IN           | New Castle       | 375 Trojan Lane                | 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           | Noblesville      | 17736 Village Center Drive     | 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            | 921 West Hospital Road         | 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           | Plainfield       | 1620 Hawthorne Drive           | 46168      | (317) 838-0202 | Tod Thompson               |
| IN           | Portland         | 1111 North Meridian Street     | 47371      | (260) 726-4210 | Abby Small                 |
| IN           | Rensselaer       | 324 South College Avenue       | 47978      | (219) 866-5661 | Matthew Evans              |
| IN           | Richmond         | 1900 East Main Street          | 47374      | (765) 962-2243 | Adam Reising               |
| IN           | Richmond         | 2517 East Main Street          | 47374      | (765) 966-2661 | Matthew Evans              |
| IN           | Rochester        | 1327 Main Street               | 46975      | (574) 224-3937 | Matthew Evans              |
| IN           | Rockville        | 725 North Lincoln Road         | 47872      | (765) 569-2008 | Valerie Jones              |
| IN           | Sheridan         | 3901 West State Road 47        | 46069      | (317) 758-6162 | Greg Norman                |
| IN           | South Bend       | 2054 East Ireland Road         | 46614      | (574) 401-8142 | Kyaw Naing                 |
| IN           | Syracuse         | 612 South Huntington Street    | 46567      | (574) 457-4476 | Darren Minnich             |
| IN           | Valparaiso       | 21 North Washington Street     | 46383      | (219) 286-7007 | Juliana Grove              |
| IN           | Valparaiso       | 21 1/2 North Washington Street | 46383      | (219) 286-7007 | Juliana Grove              |
| IN           | Versailles       | 1154 South Ripley Estates      | 47042      | (812) 689-4721 | Anna Helton                |
| IN           | Vincennes        | 1813 Willow Street             | 47591      | (812) 255-0559 | Jericho Quick              |
| IN           | Vincennes        | 120 Main Street                | 47591      | (812) 255-3003 | Stephanie Day-Keller       |
| 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   | 307 Sagamore Parkway West      | 47906      | (765) 463-4558 | Jeffrey Kirchner           |
| IN           | Westfield        | 4017 Westfield Road            | 46062      | (317) 399-7112 | Greg Norman                |
| IN           | Westfield        | 1479 West Tournament Trail     | 46074      | (317) 399-1530 | Taylor Hoffman             |
| IN           | Whiting          | 1703 Calumet Avenue            | 46394      | (219) 659-1105 | Efren Gomez                |
| IN           | Winchester       | 882 East Greenville Avenue     | 47394      | (765) 584-1320 | Adam Reichert              |
| IN           | Zionsville       | 1120 West Oak Street           | 46077      | (317) 873-3000 | Nicholas Garn              |
| IN           | Zionsville       | 3640 South US 421              | 46077      | (765) 524-2129 | Philip Shaffer             |
| KS           | Andale           | 228 North Andale Road          | 67001      | (316) 444-2000 | Ryan Dugan                 |
| KS           | Andover          | 215 South Andover Road         | 67002      | (316) 361-1020 | Cory Lindenman             |

| Office State | Office City    | Office Address                | Office Zip | Office Phone   | Office Owner            |
|--------------|----------------|-------------------------------|------------|----------------|-------------------------|
| 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           | Council Grove  | 313 West Main Street          | 66846      | (785) 528-4136 | Jody Buller             |
| KS           | Eudora         | 600 E. 20th Street, Suite 300 | 66025      | (785) 542-5522 | David Barnhart          |
| KS           | Fort Scott     | 1711 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 | Matt Skahan             |
| KS           | Girard         | 111 North Summit Street       | 66743      | (620) 724-4800 | Shane Kannarr           |
| KS           | Goodland       | 1018 Main Avenue              | 67735      | (785) 899-3654 | Jeff Morrison           |
| KS           | Greensburg     | 721 West Kansas Street        | 67054      | (620) 723-3341 | Seth Thibault           |
| KS           | Harper         | 214 West Main Street          | 67058      | (620) 896-7000 | Seth Thibault           |
| KS           | Hays           | 2203 Canterbury Drive         | 67601      | (785) 625-3937 | Mark Wahlmeier          |
| KS           | Hays           | 625 East 8th Street           | 67601      | (785) 625-2922 | Braiden Werth           |
| 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 | Kyler Knobbe            |
| KS           | Kingman        | 104 West C Avenue             | 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           | Lenexa         | 9479 Meadow View Drive        | 66227      | (913) 583-1991 | Jacob Letourneau        |
| KS           | Lenexa         | 11065 Pflumm Road             | 66215      | (913) 451-7007 | Lea Krannawitter        |
| KS           | Liberal        | 2136 North Kansas Avenue      | 67901      | (620) 624-3841 | Rhiannon Radcliff       |
| KS           | Louisburg      | 3 S Berkely Street            | 66053      | (913) 837-3636 | Brandon Hunter          |
| 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           | Manhattan      | 1331 Laramie Street           | 66502      | (785) 377-0077 | Kassidy Nelson          |
| KS           | McPherson      | P.O. Box 1314                 | 67460      | (620) 241-2262 | Tammy Goering           |
| KS           | Medicine Lodge | 604 North Walnut Street       | 67104      | (620) 886-3222 | Seth Thibault           |
| KS           | Newton         | 120 West 6th Street           | 67114      | (316) 283-7453 | Thomas Lentz            |
| KS           | Oakley         | 210 Center Avenue             | 67748      | (785) 672-4271 | Jeff Morrison           |
| KS           | Oberlin        | 105 South Penn Avenue         | 67749      | (308) 345-5800 | 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           | Osage City     | 131 West Market Street        | 66523      | (785) 528-4136 | Jody Buller             |
| 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          |

| Office State | Office City     | Office Address                      | Office Zip | Office Phone   | Office Owner         |
|--------------|-----------------|-------------------------------------|------------|----------------|----------------------|
| KS           | Parsons         | 501 Main Street                     | 67357      | (620) 421-2330 | Craig Newland        |
| KS           | Pittsburg       | 2521 North Broadway Street          | 66762      | (620) 235-1737 | Shane Kannarr        |
| KS           | Pittsburg       | 101 North Broadway Street           | 66762      | (620) 232-3277 | Shane Kannarr        |
| KS           | Plainville      | 200 South Jefferson Street          | 67663      | (785) 434-2074 | Paul Lampert         |
| KS           | Prairie Village | 4109 West 83rd Street               | 66208      | (913) 381-2323 | Brandon Hunter       |
| KS           | Pratt           | 216 South Oak Street                | 67124      | (620) 672-5934 | Seth Thibault        |
| KS           | Russell         | 124 East Wichita Avenue             | 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           | Seneca          | 407 Main Street                     | 66538      | (785) 336-3571 | Douglas Whittaker    |
| KS           | Spring Hill     | 21900 South Webster Street, Suite B | 66083      | (913) 592-2020 | William Whitesell    |
| KS           | St Marys        | 525 Bertrand Avenue                 | 66536      | (785) 437-2978 | Ryan Kueker          |
| KS           | St. Francis     | 103 West Washington Street          | 67756      | (785) 332-2500 | Jeff Morrison        |
| KS           | Topeka          | 1107 South West Gage Boulevard      | 66604      | (785) 271-8989 | Susan Rollenhagen    |
| KS           | Wamego          | 1405 West Highway 24                | 66547      | (785) 456-8900 | Kyler Knobbe         |
| KS           | Wichita         | 746 North Maize Road                | 67212      | (316) 721-8877 | Patrick Pirotte      |
| KS           | Wichita         | 8677 East 32nd Street North         | 67226      | (316) 337-5500 | Greyson Barger       |
| KS           | Wichita         | 3333 North Ridge Road               | 67205      | (316) 201-4600 | Thomas Lentz         |
| KS           | Wichita         | 1223 North Rock Road                | 67206      | (316) 634-2020 | Thomas Lentz         |
| KS           | Wichita         | 3040 South Seneca Street            | 67217      | (316) 522-6599 | Hector Rios          |
| KS           | Wichita         | 982 North Tyler Road                | 67212      | (316) 722-6452 | Kent Baalman         |
| KS           | Wichita         | 10501 West Hampton Lakes Street     | 67101      | (316) 722-4900 | Trishelle Barton     |
| KS           | Winfield        | 3000 East 9th Avenue                | 67156      | (620) 221-2015 | Cory Lindenman       |
| KY           | Benton          | 1512 Main Street                    | 42025      | (270) 527-0951 | Wendy Gibson         |
| KY           | Bowling Green   | 335 New Towne Drive                 | 42103      | (270) 842-0383 | Laura Compton        |
| KY           | Bowling Green   | 1639 Westpark Drive                 | 42104      | (270) 796-6021 | Tammy Love           |
| KY           | Cadiz           | 258 Lakota Drive                    | 42211      | (270) 206-9067 | Katie Parker         |
| KY           | Columbia        | 1463 Campbellsville Road            | 42728      | (270) 384-6043 | Jacob Burton         |
| KY           | Fort Thomas     | 92 Alexandria Pike                  | 41075      | (859) 781-2000 | Tyler Dowdall        |
| KY           | Franklin        | 1111 Nashville Road                 | 42134      | (270) 586-5181 | Lee Compton          |
| KY           | Greenville      | 136 East Main Cross Street          | 42345      | (270) 338-9636 | John Soderling       |
| KY           | Harlan          | 1848 US-421                         | 40831      | (606) 573-6928 | Jim Huffman          |
| KY           | Hazard          | 161 Citizens Lane                   | 41701      | (606) 436-2020 | Jim Huffman          |
| KY           | Hazard          | 114 Daniel Boone Plaza              | 41701      | TBD            | James Altman         |
| KY           | Hopkinsville    | 1620 South Main Street              | 42240      | (270) 886-6316 | John Heltsley        |
| KY           | Irvine          | 218 Main Street                     | 40336      | (606) 723-2508 | William Wachs        |
| KY           | Lexington       | 154 Patchen Drive                   | 40517      | (859) 268-1215 | William Wachs        |
| KY           | London          | 677 Meyers Baker Road               | 40741      | (606) 878-7500 | TeShawna Sutton      |
| KY           | London          | 100 Fortress Properties Street      | 40741      | (606) 877-1877 | Jim Huffman          |
| KY           | Middlesboro     | 1502 Cumberland Avenue              | 40955      | (606) 248-0932 | Jim Huffman          |
| KY           | Monticello      | 78 Barnes Drive                     | 42633      | (606) 348-3355 | Matthew Hesse        |
| KY           | Murray          | 1713 Highway 121 Bypass North       | 42071      | (270) 216-2020 | Sarah Tracy          |
| KY           | Pikeville       | 147 Hibbard Street                  | 41501      | (606) 519-7414 | James Altman         |
| KY           | Prestonsburg    | 215 South Lake Drive                | 41653      | (606) 263-1999 | James Altman         |
| KY           | Princeton       | 101 East Shepardson Street          | 42445      | (270) 365-6627 | Jennifer Martin Lane |
| KY           | Russell Springs | 310 Steve Drive                     | 42642      | (270) 866-4414 | Jacob Burton         |
| KY           | Russellville    | 102 Armory Drive                    | 42276      | (270) 725-8382 | Darla Barrow         |

| Office State | Office City    | Office Address                | Office Zip | Office Phone   | Office Owner               |
|--------------|----------------|-------------------------------|------------|----------------|----------------------------|
| KY           | Shepherdsville | 1707 Cedar Grove Road         | 40165      | (502) 543-1624 | Tina Kreutzer              |
| KY           | Somerset       | 165 Parkers Mill Way          | 42503      | (606) 677-0377 | Tamela Murray              |
| KY           | Somerset       | 355 Langdon Street            | 42503      | (606) 679-7461 | Jim Huffman                |
| KY           | Stanford       | 713 East Main Street          | 40484      | (606) 365-3220 | Tamela Murray              |
| LA           | Alexandria     | 5615-B Jackson Street Ext.    | 71303      | (318) 442-7787 | Alayna Brown               |
| LA           | Baton Rouge    | 8280 YMCA Plaza Drive         | 70810      | (225) 767-3937 | Shonda Achord              |
| LA           | Baton Rouge    | 7673 Perkins Road             | 70810      | (225) 757-0505 | Reshma Amin                |
| LA           | Bossier City   | 1911 Benton Road, Suite C     | 71111      | (318) 742-4012 | Charles Adams              |
| LA           | Covington      | 1431 Oshsner Boulevard        | 70433      | (985) 875-7898 | Jeff Anastasio             |
| LA           | Covington      | 185 Greenbrier Boulevard      | 70433      | (985) 898-2001 | Weston Acosta              |
| LA           | Cut Off        | 16140 West Main Street        | 70345      | (985) 632-2884 | Darby Chiasson             |
| LA           | Denham Springs | 112 South Range Avenue        | 70726      | (225) 243-1950 | Katherine Dronka           |
| LA           | Lafayette      | 1458 South College Road       | 70503      | (337) 237-2110 | David Fisher               |
| LA           | Lafayette      | 1600-B Camellia Boulevard     | 70508      | (337) 988-6442 | Jeffrey Boudreaux          |
| LA           | Lafayette      | 214 Southcity Parkway         | 70503      | (337) 313-2020 | Mitchell Broussard         |
| LA           | Leesville      | 1100 North 5th Street         | 71446      | (337) 239-2020 | Clifton Cowan              |
| LA           | Logansport     | 110 Main Street               | 71049      | (936) 598-8501 | John McCall, Jr.           |
| LA           | Luling         | 10 Wade Street                | 70070      | (985) 308-0108 | Brock Songy                |
| LA           | Mandeville     | 3545 Highway 190              | 70471      | (985) 626-8744 | C. J. Pollet               |
| LA           | Minden         | 421 Homer Road                | 71055      | (318) 377-4246 | Rachel Shows               |
| 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    | 4601 Alcee Fortier Boulevard  | 70129      | (504) 254-4900 | Duyen Le                   |
| 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           | Shreveport     | 1803 East 70th Street         | 71105      | (318) 798-4000 | Sam Silverblatt            |
| LA           | Slidell        | 1173 Robert Road              | 70459      | (985) 847-0081 | Fred Birmingham            |
| LA           | Springhill     | 207 East Church Street        | 71075      | (318) 539-5905 | Edwin Moss                 |
| LA           | Sulphur        | 3817 Maplewood Drive          | 70663      | (337) 625-2020 | Robert Janot               |
| LA           | Terrytown      | 608 Terry Parkway             | 70056      | (504) 361-3937 | Cary Vincent               |
| LA           | Ville Platte   | 221 West Cotton Street        | 70586      | (337) 363-7200 | Hosea Soileau              |
| LA           | Ville Platte   | 508 McArthur Street           | 70586      | (337) 327-8447 | Ginger Delafosse-Deshotels |
| 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 | Zachary Jost               |
| MA           | Brookline      | 1018 Beacon Street            | 02446      | (617) 505-6419 | Susan Folgar               |
| MA           | Chicopee       | 1176 Memorial Drive           | 01020      | (413) 593-3101 | Angela Ciocca              |
| MA           | Dracut         | 91 Mill Street                | 01826      | (978) 957-4750 | Erica Hill                 |
| MA           | Framingham     | 167 Union Avenue              | 01702      | (508) 879-0980 | Marc Foner                 |
| MA           | Grafton        | 41 North Main Street          | 01536      | (508) 754-2308 | Matthew Forgues            |
| MA           | Haverhill      | 18 Granite Street             | 01832      | (978) 374-2010 | Richard Jasiak             |
| MA           | Holyoke        | 98 Lower Westfield Road       | 01040      | (413) 552-3937 | Hans Vonnahme              |
| MA           | Leominster     | 23 Mill Street                | 01453      | (978) 537-5546 | Kevin Quang                |
| MA           | Mashpee        | 681 Falmouth Road             | 02649      | (508) 477-1802 | Nyssa d'Hedouville         |

| Office State | Office City        | Office Address                        | Office Zip | Office Phone   | Office Owner            |
|--------------|--------------------|---------------------------------------|------------|----------------|-------------------------|
| MA           | Maynard            | 3 Digital Way                         | 01754      | (978) 547-2230 | Toral Patel             |
| MA           | Middleboro         | 511 West Grove Street                 | 02346      | (508) 947-7321 | Holly Moskos            |
| MA           | Natick             | 192 Worcester Street                  | 01760      | (508) 651-3937 | Puneet Harisinghani     |
| MA           | Needham            | 464 Hillside Avenue                   | 02494      | (781) 222-3936 | Yos Priestley           |
| MA           | Newburyport        | 33 Low Street                         | 01950      | (978) 462-2020 | Chad McDonald           |
| MA           | Plymouth           | 147 Court Street                      | 02360      | (774) 283-4794 | Jad Osmanski            |
| MA           | Rehoboth           | 492 Winthrop Street                   | 02769      | (774) 901-8020 | Christopher Covello     |
| MA           | Roslindale         | 341 Belgrade Avenue                   | 02131      | (617) 323-0200 | Cari Cannon             |
| MA           | Roxbury            | 2304 Washington Street, Dudley Square | 02119      | (617) 202-9650 | Lesa Dennis-Mahamed     |
| MA           | Scituate Harbor    | 85 Front Street                       | 02066      | (781) 545-0792 | Jessica Crooker         |
| MA           | Shrewsbury         | 558-A Main Street                     | 01545      | (508) 845-6414 | Neil Casey              |
| MA           | Shrewsbury         | 196 Main Street                       | 01545      | (508) 845-4000 | Helen Xu                |
| MA           | South Boston       | 647 East Broadway Street              | 02127      | (617) 269-9465 | Taline Farra            |
| MA           | Spencer            | 177 Main Street                       | 01562      | (508) 885-2219 | Valarie Ricciardi       |
| MA           | Tyngsboro          | 150 Westford Road                     | 01879      | (978) 649-1212 | William O'Donnell       |
| MA           | Waltham            | 289 Moody Street                      | 02453      | (781) 894-2127 | Stephanie Paris-Whitney |
| MA           | Watertown          | 124 Watertown Street, Suite 3E        | 02472      | (617) 923-2323 | Karen Koumjian          |
| 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) 264-0600 | Amy Moltenbrey          |
| MA           | Westwood           | 738 High Street                       | 02090      | (781) 329-5454 | Cory Lavallee           |
| MA           | Weymouth           | 1132 Main Street                      | 02190      | (781) 878-2300 | Zachary Jost            |
| MA           | Worcester          | 335 Park Avenue                       | 01610      | (508) 753-5103 | Brian Thamel            |
| MA           | Worcester          | 152 Russell Street                    | 01609      | (508) 754-2308 | Matthew Forgues         |
| MD           | Annapolis          | 1009 Bay Ridge Avenue                 | 21403      | (443) 339-4584 | Richard Miller, Jr.     |
| MD           | Baltimore          | 6080 Falls Road                       | 21209      | (410) 553-5778 | Howai (Jenny) Chan      |
| MD           | Bowie              | 15480 Annapolis Road                  | 20715      | (240) 929-4255 | Sharika Shields-Davis   |
| MD           | Camp Springs       | 5210 Auth Road                        | 20746      | (301) 702-0090 | Lamont Bunyon           |
| MD           | Chevy Chase        | 8401 Connecticut Avenue               | 20815      | (301) 242-3927 | Tamara Mendez           |
| MD           | Clarksville        | 12345 Wake Forest Drive, Suite E      | 21029      | (410) 531-7507 | James Hess              |
| MD           | Clinton            | 8931 Woodyard Road                    | 20735      | (301) 877-1770 | Alexander Nnabue        |
| MD           | Columbia           | 6230 Old Dobbin Lane                  | 21045      | (443) 420-8113 | Christina Generie       |
| MD           | Columbia           | 5500 Knoll North Drive                | 21045      | (410) 964-8516 | Fred Sirotkin           |
| MD           | Cumberland         | Two Frederick Street                  | 21502      | (301) 777-7777 | Whitney Territo         |
| MD           | Dunkirk            | 10335 Southern Maryland Boulevard     | 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         | 21042      | (410) 461-7012 | Michael Robin           |
| MD           | Frederick          | 176 Thomas Johnson Road               | 21702      | (301) 694-7557 | Alexander Nnabue        |
| MD           | Gambrills          | 1127 State Route 3 North              | 21054      | (410) 988-2662 | Tiffany Koon            |
| MD           | Greenbelt          | 6088 Greenbelt Road, Unit 44          | 20770      | (301) 614-3937 | Alexander Nnabue        |
| MD           | Hyattsville        | 1835 University Boulevard, Ste. 228   | 20783      | (301) 434-3937 | Alexander Nnabue        |
| MD           | Jessup             | 7351 Assateague Drive                 | 20794      | (410) 904-7701 | Alizzi Stanchel         |
| MD           | Joint Base Andrews | 1811 G Street                         | 20762      | (301) 735-1393 | Daniel Olanrewaju       |
| 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                   | 21842      | (410) 213-9020 | Stephanie Price-Harris  |



| Office State | Office City       | Office Address                  | Office Zip | Office Phone   | Office Owner          |
|--------------|-------------------|---------------------------------|------------|----------------|-----------------------|
| MD           | Parkville         | 7954 Harford Road               | 21234      | (410) 665-5353 | Timothy Madgar        |
| MD           | Phoenix           | 3332 Paper Mill Road            | 21131      | (410) 628-1510 | Michael Diffendall    |
| MD           | Pocomoke City     | 1518 Market Street              | 21851      | (410) 957-1113 | Frank Weidema         |
| MD           | Poolesville       | 17600 West Willard Road         | 20837      | (301) 916-3214 | Robin Mevissen        |
| MD           | Saint Michaels    | 1013 South Talbot Street        | 21663      | (410) 632-8552 | Kelly Cooper          |
| MD           | Silver Spring     | 10313 Georgia Avenue            | 20902      | (301) 681-9797 | Alexander Nnabue      |
| MD           | Woodbine          | 703 Lisbon Center Drive         | 21797      | (410) 941-8383 | Helena Bobola         |
| 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 | Amanda Hodge          |
| MI           | Allendale         | 11301 Commerce Road             | 49401      | (616) 895-9550 | Patricia Roslund      |
| MI           | Alpena            | 224 East Chisholm Street        | 49707      | (989) 354-5890 | LeAnn Burns           |
| MI           | Alpena            | 174 North Ripley Boulevard      | 49707      | (989) 356-9096 | Gerald Skiba          |
| MI           | Ann Arbor         | 5159 Plymouth Road              | 48105      | (734) 492-3858 | Monika Dembinska      |
| MI           | Ann Arbor         | 5609 Jackson Road               | 48103      | (734) 369-3215 | Austin Kashat         |
| 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 | Jessica Wagner-Jeske  |
| MI           | Bay City          | 3801 Wilder Road                | 48706      | (989) 778-1414 | Patrick Ruggles       |
| MI           | Bellaire          | 211 North Bridge Street         | 49615      | (231) 533-6283 | Ronald Mead           |
| MI           | Berkley           | 2571 Coolidge Highway           | 48072      | (248) 274-4566 | Danielle Alperin      |
| MI           | Big Rapids        | 207 South Michigan Avenue       | 49307      | (231) 796-5321 | Emily Coles           |
| MI           | Birch Run         | 8470 Main Street                | 48415      | (989) 624-2020 | Lorraine Byers-Miller |
| MI           | Bloomfield Hills  | 3683 West Maple Road            | 48301      | (248) 246-4466 | Kevin Semma           |
| MI           | Bloomfield Hills  | 1611 South Opdyke Road          | 48304      | (248) 858-2535 | Tiffany Zair-Yalda    |
| MI           | Boyne City        | 102 East Main Street            | 49712      | (231) 582-6704 | Nathan Slezak         |
| MI           | Brighton          | 420 East Grand River Avenue     | 48116      | (810) 227-2004 | Jeffrey Hayden        |
| MI           | Brooklyn          | 168 South Main Street           | 49230      | (517) 592-6452 | Jodi Kordyzon         |
| 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          |
| 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           | Cedar Springs     | 88 North Main Street            | 49319      | (616) 324-0141 | Matthew Black         |
| 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         | 6507 Town Center Drive, Suite D | 48346      | (248) 241-6537 | Jonathan Garretson    |
| MI           | Clinton Township  | 42550 Garfield Road             | 48038      | (586) 263-9708 | Gregory Kalkofen      |
| MI           | Commerce Township | 2669 Union Lake Road            | 48382      | (248) 360-4300 | Edwin Gay             |
| MI           | Davison           | 1063 South State Road           | 48423      | (810) 658-2020 | Andres Lambaria       |
| MI           | Dearborn          | 15120 Michigan Avenue           | 48126      | (313) 722-4702 | Bashir Tarraf         |
| MI           | Dearborn          | 23469 Michigan Avenue           | 48124      | (313) 565-5600 | Edwin Gay             |
| MI           | Dearborn Heights  | 23520 Ford Road                 | 48127      | (313) 895-7205 | Hassan Saab           |
| MI           | Dexter            | 8089 Main Street                | 48130      | (734) 424-9230 | Renee Laliberte       |
| MI           | Douglas           | 114 Blue Star Highway           | 49406      | (269) 857-2020 | Olivia Marineau       |
| MI           | Durand            | 8777 Monroe Road                | 48429      | (989) 288-3265 | Robert Hass           |

| Office State | Office City      | Office Address                   | Office Zip | Office Phone   | Office Owner           |
|--------------|------------------|----------------------------------|------------|----------------|------------------------|
| MI           | East Lansing     | 2911 Eyde Parkway                | 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           | 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 Road               | 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            | 48624      | (989) 426-4550 | Dennis Johnson         |
| MI           | Grand Blanc      | 12606 Holly Road                 | 48439      | (810) 694-3652 | Daniel Markley         |
| MI           | Grand Haven      | 333 Jackson Street               | 49417      | (616) 201-2020 | Cynthia Geneva         |
| 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         |
| MI           | Grand Rapids     | 2820 East Beltline Lane NE       | 49525      | (616) 363-5413 | Chad Kresnak           |
| MI           | Grand Rapids     | 6748 Kalamazoo Avenue Southeast  | 49508      | (616) 275-2020 | Jay Crank              |
| MI           | Grand Rapids     | 644 Fulton Street West           | 49504      | (616) 465-5503 | Nikita Jaber           |
| MI           | Grand Rapids     | 2700 Five Mile Road              | 49525      | (616) 361-6612 | Felicia Slate          |
| MI           | Grayling         | 904 East Michigan Avenue         | 49738      | (989) 348-3211 | Robert Aubry           |
| 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          | 349 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 Boulevard       | 49424      | (616) 395-2662 | Kevin Cassar           |
| MI           | Holly            | 1121 North Saginaw Street        | 48442      | (248) 382-5733 | Eric Schwehofer        |
| 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           | Ironwood         | 240 Roosevelt Street             | 49938      | (906) 932-3005 | Erin Schoone           |
| MI           | Jenison          | 597 Baldwin Street               | 49428      | (616) 457-0760 | Allen Smith            |
| MI           | Kalamazoo        | 7161 West Q Avenue               | 49009      | (269) 870-7334 | Alexandra Copeland     |
| 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           | Lapeer           | 333 West Nepessing Street        | 48446      | (810) 664-3937 | Craig Watson           |
| MI           | Lapeer           | 700 South Main Street, Suite 113 | 48446      | (810) 664-1329 | Craig Watson           |
| MI           | Livonia          | 37673 5 Mile Road                | 48154      | (734) 464-4441 | Edwin Gay              |
| MI           | Lowell           | 2186 West Main Street            | 49331      | (616) 897-2020 | Patrick Holser         |
| MI           | Manchester       | 110 Riverside Drive              | 48158      | (734) 428-2020 | Julie Marvin-Manders   |
| MI           | Marquette        | 622 North Third Street           | 49855      | (906) 226-8800 | Nancy Stang            |
| 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           | Middleville      | 4624 North M-37 Highway          | 49333      | (269) 213-8108 | Jeffrey Kenyon         |

| Office State | Office City         | Office Address                | Office Zip | Office Phone   | Office Owner       |
|--------------|---------------------|-------------------------------|------------|----------------|--------------------|
| MI           | Midland             | 5908 Eastman Avenue           | 48640      | (989) 636-7200 | Dennis Johnson     |
| MI           | Midland             | 509 South Saginaw Road        | 48640      | (989) 835-2020 | Patrick Ruggles    |
| 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           | Newberry            | 504 West Harrie Street        | 49868      | (906) 293-9276 | Derek Dake         |
| MI           | Niles               | 9 South Saint 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           | Novi                | 47300 West 10 Mile Road       | 48374      | (248) 782-2777 | Austin Kashat      |
| MI           | Owosso              | 317 South Elm Street          | 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 | Kyle Bates         |
| MI           | Rochester Hills     | 1430 North Rochester Road     | 48307      | (248) 759-8550 | Jamie Kuzniar      |
| MI           | Rockford            | 25 North Main Street          | 49341      | (616) 866-3077 | Mark Swan          |
| MI           | Rogers City         | 100 West Erie Street          | 49779      | (989) 734-3456 | LeAnn Burns        |
| MI           | Royal Oak           | 29150 Woodward Avenue         | 48073      | (248) 654-6353 | Jennifer Claudio   |
| MI           | Saginaw             | 1885 North Center Road        | 48638      | (989) 202-1906 | Steven Kocks       |
| MI           | Sault Sainte Marie  | 2237 Ashmun Street            | 49783      | (906) 635-9600 | Thomas Chophonis   |
| MI           | Shelby Township     | 13675 23 Mile Road            | 48315      | (586) 532-1694 | Anthony Spitler    |
| MI           | South Haven         | 1088 South Bailey Avenue      | 49090      | (269) 637-1442 | Alice Bacak        |
| MI           | South Lyon          | 317 North Lafayette Street    | 48178      | (248) 446-1146 | Rhonda Bifano      |
| MI           | Sparta              | 343 South Union Street        | 49345      | (616) 887-2020 | Anne Einig         |
| MI           | St. Clair Shores    | 29350 Harper Avenue           | 48081      | (586) 779-4200 | Gregory Kalkofen   |
| MI           | St. Ignace          | 1140 North State Street       | 49781      | (906) 293-9276 | Derek Dake         |
| MI           | St. Johns           | 1002 North Highway 27         | 48879      | (989) 224-3937 | Edward Peters      |
| MI           | St. Johns           | 1000 East Sturgis Street      | 48879      | (989) 224-1452 | 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 | Randy U'Ren        |
| MI           | Swartz Creek        | 8129 Miller Road              | 48473      | (810) 635-8191 | Andres Lambaria    |
| MI           | Traverse City       | 328 Munson Avenue             | 49686      | (231) 946-8460 | Rebekah 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 | Annie Miller       |
| MI           | Warren              | 3824 E 13 Mile Road           | 48092      | (586) 751-2600 | Edwin Gay          |
| MI           | Washington Township | 57970 Van Dyke                | 48094      | (586) 677-6384 | Robert Shick, Jr.  |
| MI           | Westland            | 38979 Cherry Hill Road        | 48186      | (734) 828-1008 | Michael Pack       |
| MI           | Whitehall           | 504 East Colby Street         | 49461      | (231) 894-2488 | Deborah Osborne    |
| MI           | Ypsilanti           | 1769 Washtenaw Avenue         | 48197      | (734) 249-9503 | Tiffany Zair-Yalda |
| MN           | Austin              | 200 14th Street NW            | 55912      | (507) 437-3227 | Jeffrey Anderson   |
| MN           | Blaine              | 1351 113th Avenue NE          | 55434      | (763) 220-2602 | Chad Krietlow      |
| MN           | Byron               | 1067 4th Street NE            | 55920      | (507) 775-2001 | Wendy Kennedy      |
| MN           | Chanhassen          | 600 Market Street             | 55317      | (952) 937-9465 | Sarah Ebeling      |



| Office State | Office City       | Office Address                         | Office Zip | Office Phone   | Office Owner        |
|--------------|-------------------|----------------------------------------|------------|----------------|---------------------|
| MN           | Cottage Grove     | 6936 Pine Arbor Drive South, Suite 110 | 55016      | (651) 769-1020 | Jeffrey Bieter      |
| MN           | Duluth            | 4602 Grand Avenue                      | 55807      | (218) 600-8002 | Troy Powers         |
| MN           | Eagan             | 855 Vikings Parkway                    | 55121      | (651) 280-4420 | Emily Bjore         |
| MN           | Edina             | 5201 Eden Avenue                       | 55436      | (952) 300-2151 | Zachary Holland     |
| MN           | Ely               | 38 East Harvey Street                  | 55731      | (218) 365-4919 | Erin Bremner        |
| MN           | Excelsior         | 228 Water Street                       | 55331      | (952) 401-6300 | Aaron Mjelstad      |
| MN           | Fergus Falls      | 810 North Baird Avenue                 | 56537      | (218) 736-5609 | Denise Hanson       |
| MN           | Kasson            | 504 Mantorville Avenue South           | 55944      | (507) 634-4445 | Jeffrey Anderson    |
| MN           | Lakeville         | 17799 Kenwood Trail                    | 55044      | (952) 898-4088 | Amy Rudser          |
| MN           | Long Lake         | 1916 Wayzata Boulevard                 | 55356      | TBD            | Matthew Lepage      |
| MN           | Maple Grove       | 13334 Bass Lake Road North             | 55311      | (763) 496-1625 | Londa Fischer       |
| MN           | Maple Grove       | 9885 Maple Grove Parkway               | 55369      | (763) 264-5100 | Quy Tran            |
| MN           | Medina            | 170 Westfalen Trail                    | 55340      | (763) 478-3505 | Gina Wesley         |
| MN           | Minnnetonka       | 13889 Ridgedale Drive                  | 55305      | (763) 241-1090 | Jill Schultz        |
| MN           | Monticello        | 560 Cedar Street                       | 55362      | (763) 271-2020 | Mary Gregory        |
| MN           | Otsego            | 15704 90th Street North East           | 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           | Ramsey            | 7912 Sunwood Drive Northwest           | 55303      | (763) 250-9742 | Timothy Yang        |
| MN           | Rochester         | 3632 10th Lane NW                      | 55901      | (507) 282-7121 | Jeffrey Anderson    |
| MN           | Rochester         | 1630 West Center Street                | 55902      | (507) 316-0770 | Larry Addison       |
| MN           | Saint Anthony     | 2929 Pentagon Drive                    | 55418      | (612) 781-4730 | Todd Hanson         |
| MN           | Shakopee          | 1275 Ramsey Street                     | 55379      | (952) 222-3937 | Arica Logeais       |
| MN           | Spring Valley     | 214 North Broadway Avenue              | 55975      | (507) 346-7555 | Jeffrey Anderson    |
| MN           | St. Louis Park    | 3840 Grand Way                         | 55416      | (952) 848-2020 | Roman Gerber        |
| MN           | St. Paul          | 490 Snelling Avenue South              | 55116      | (651) 699-5400 | Brian Snyder        |
| MN           | Waconia           | 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     |
| MN           | Worthington       | 1001 7th Avenue                        | 56187      | (507) 376-5535 | Lezlie Jones        |
| MO           | Ballwin           | 14552 Manchester Road                  | 63011      | (636) 227-8700 | Benjamin Secoy      |
| MO           | Bolivar           | 680 East Aldrich Road                  | 65613      | (417) 777-9000 | Laura Montgomery    |
| MO           | Bolivar           | 1111 East Cambridge Street             | 65613      | (417) 567-0288 | Shay Sechler        |
| MO           | Boonville         | 505 East Walnut Street                 | 65233      | (660) 882-2444 | Jeff Birdsong       |
| MO           | Branson           | 915 State Highway 248                  | 65616      | (417) 334-0044 | Stephen Rice        |
| MO           | Cape Girardeau    | 3140 Blattner Drive                    | 63703      | (573) 334-2020 | Ryne Wood           |
| MO           | Cape Girardeau    | 1749 Independence Street               | 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           | Columbia          | 305 North Keene Street                 | 65201      | (573) 499-9949 | D. Michael Jennings |
| MO           | Crestwood         | 9549 Watson Road                       | 63126      | (314) 788-6440 | Traci Kohm          |
| 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           | Doniphan          | 204 Washington Street                  | 63935      | (573) 996-3937 | 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         |

| Office State | Office City      | Office Address                          | Office Zip | Office Phone   | Office Owner       |
|--------------|------------------|-----------------------------------------|------------|----------------|--------------------|
| 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        |
| MO           | Florissant       | 2750 North Highway 67                   | 63033      | (314) 653-2020 | Carol Merritt      |
| MO           | Grandview        | 12220 Blue Ridge Boulevard              | 64030      | (816) 761-6337 | Christa Dawson     |
| MO           | 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, Suite 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        |
| MO           | Jackson          | 1014 East Jackson Boulevard             | 63755      | (573) 243-2020 | Ryne Wood          |
| MO           | Joplin           | 2013 South Joplin Avenue                | 64804      | (417) 624-5005 | Larry Brothers     |
| MO           | Joplin           | 2318 East 32nd Street                   | 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        |
| MO           | Kansas City      | 8301 North Congress Avenue              | 64152      | (816) 741-6737 | Joni LaFerla       |
| MO           | Kansas City      | 4400 Broadway                           | 64111      | (816) 531-9100 | Ryan Powell        |
| MO           | Kirkwood         | 11023 Manchester Road                   | 63122      | (314) 821-8999 | Lorie McReynolds   |
| MO           | Lake Saint Louis | 100 Brevco Plaza                        | 63367      | (636) 561-6000 | James Kirks        |
| MO           | Lake St. Louis   | 3441 Technology Drive                   | 63367      | (636) 452-0022 | Scott Hussey       |
| MO           | Lamar            | 808 Gulf Street                         | 64759      | (417) 682-3301 | Erica Burton       |
| MO           | Lebanon          | 279 East Elm Street                     | 65536      | (417) 532-2562 | Michael Montgomery |
| MO           | 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 Street                   | 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             | 64772      | (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 | Robert Goerss      |
| MO           | O'Fallon         | 4142 Keaton Crossing Blvd               | 63368      | (636) 614-4655 | Joseph Hegyi       |
| MO           | Olivette         | 9614 Olive Boulevard                    | 63132      | (314) 377-3209 | Fei Fu             |
| 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           | Park Hills       | 105 Science Street                      | 63601      | (572) 200-8732 | Megan Smith        |
| MO           | Perryville       | 707 North Main Street                   | 63775      | (573) 547-1898 | Ryne Wood          |
| MO           | Platte City      | 2401 Kentucky Avenue, Suite A           | 64079      | (816) 431-2202 | Ryan Powell        |
| MO           | Pleasant Hill    | 1525 North Highway 7                    | 64080      | (816) 987-2203 | Ryan Powell        |
| MO           | Poplar Bluff     | 1475 North Westwood Boulevard           | 63901      | (573) 712-2333 | Kylie Divine       |
| MO           | Poplar Bluff     | 2400 Lucy Lee Parkway                   | 63901      | (573) 686-3991 | Tyler Tinsley      |
| MO           | Raymore          | 1118 Remington Plaza                    | 64083      | (816) 892-0046 | Ryan Powell        |
| MO           | Saint Charles    | 2100 Collier Corporate Parkway          | 63303      | (636) 410-8285 | Thebe Bagwasi      |
| MO           | Saint Clair      | 855 North Commercial Avenue             | 63077      | (636) 812-6789 | Jonah Pfeiffer     |
| 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       |

| Office State | Office City   | Office Address               | Office Zip | Office Phone   | Office Owner       |
|--------------|---------------|------------------------------|------------|----------------|--------------------|
| MO           | Springfield   | 1650 South Enterprise Avenue | 65804      | (417) 886-5444 | Stephen Rice       |
| MO           | St. Charles   | 1384 South Fifth Street      | 63301      | (636) 946-9242 | Brad Byergo        |
| MO           | 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. Peters    | 1401 Triad Center Drive      | 63376      | (636) 441-8010 | Brad Byergo        |
| MO           | Thayer        | 207 Chestnut Street          | 65791      | (417) 264-7418 | Scott Ream         |
| MO           | Troy          | 84 Professional Parkway      | 63379      | (636) 528-2020 | Erin Niehoff       |
| 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 Parkway      | 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 Boulevard      | 38821      | (662) 256-9711 | Joshua Hatfield    |
| MS           | Batesville    | 365 Highway 51 North         | 38606      | (662) 563-9880 | Glen Stone         |
| MS           | Bruce         | 105 East Calhoun Street      | 38915      | TBD            | Kelli Mullen       |
| MS           | Calhoun City  | 400 North Main Street        | 38916      | (662) 730-5139 | Hunter Edwards     |
| 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              | 39428      | (601) 837-5102 | Steven Reed        |
| MS           | Columbus      | 1823 5th Street North        | 39705      | (662) 328-5225 | Hannah Nail        |
| MS           | Columbus      | 110-A Alabama Street         | 39702      | (662) 329-1233 | Hannah Nail        |
| MS           | Flowood       | 330 Ridge Way                | 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 Highway 49             | 39503      | (228) 832-1832 | Craig Belk         |
| MS           | Hernando      | 2350 Mount Pleasant Road     | 38632      | (662) 429-4448 | R.C. Shackelford   |
| MS           | Hernando      | 124 West Commerce Street     | 38632      | (662) 200-1244 | Hunter Edwards     |
| MS           | Holly Springs | 640 J M Ash Drive            | 38635      | (662) 252-3323 | Hunter Edwards     |
| MS           | Jackson       | 5 River Bend Place           | 39232      | (601) 259-0360 | Philip Marler      |
| MS           | Magee         | 450 Fifth Avenue Southwest   | 39111      | (601) 849-5004 | Steven Reed        |
| MS           | Natchez       | 611 Franklin Street          | 39120      | (601) 445-4282 | Shawn Doherty      |
| MS           | New Albany    | 484 West Bankhead Street     | 38652      | (662) 534-0101 | Robin Bennett      |
| 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           | 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     | 701 Cunningham Loop          | 38668      | (662) 562-6446 | Samuel Scott       |
| MS           | Tupelo        | 1413 West Main Street        | 38804      | (662) 205-4654 | Joshua Hatfield    |
| MS           | Vicksburg     | 1206 Mission 66              | 39183      | (601) 638-2081 | Steven Reed        |
| MS           | Walls         | 5800 Delta View Road         | 38680      | (662) 363-3888 | R.C. Shackelford   |

| Office State | Office City    | Office Address                              | Office Zip | Office Phone   | Office Owner         |
|--------------|----------------|---------------------------------------------|------------|----------------|----------------------|
| MS           | Water Valley   | 302 Railroad Street                         | 38965      | (662) 473-2181 | Hunter Edwards       |
| MT           | Belgrade       | 127 Village Drive                           | 59714      | (406) 388-9661 | Joseph Parks         |
| MT           | Big Fork       | 125 Village Lane                            | 59911      | (406) 415-2020 | Brittany Luksich     |
| MT           | Billings       | 2120 Grand Avenue                           | 59102      | (406) 656-7605 | Joseph Steiner       |
| MT           | Billings       | 1445 Avenue B                               | 59102      | (406) 259-2567 | Kerry Sanchez        |
| MT           | Columbia Falls | 1128 3rd Avenue East                        | 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                        | 59330      | (406) 228-8200 | Troy Myers           |
| MT           | Glendive       | 115 West Valentine Street                   | 59330      | (406) 365-8231 | Troy Myers           |
| MT           | Great Falls    | 905 10th Avenue South                       | 59405      | (406) 204-0074 | Audra Sexton         |
| 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                         | 27006      | (336) 940-2015 | Ellyn Johnson        |
| NC           | Ahoskie        | 1488 East Memorial Drive                    | 27910      | (252) 332-5618 | Matthew Edwards      |
| NC           | Alliance       | 13820 Highway 55                            | 28509      | (252) 745-4100 | Mark Leary           |
| NC           | Archdale       | 10564 North Main Street                     | 27263      | (336) 434-4033 | William Hutto        |
| 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      | 1829 Hendersonville Road                    | 28803      | (828) 575-0944 | Aundria Lear         |
| NC           | Beaufort       | 300 Campen Road                             | 28516      | (252) 838-8822 | Patrick Patterson    |
| NC           | Benson         | 113 West Main Street                        | 27504      | (919) 894-7570 | Mary Beth Massengill |
| NC           | Black Mountain | 411 West State Street                       | 28711      | (828) 357-5511 | Cory Partlow         |
| NC           | Burlington     | 2603 Holly Hill Street                      | 27215      | (336) 228-1766 | Keith Nice           |
| NC           | Burlington     | 2326 South Church Street                    | 27215      | (336) 513-0073 | Eugene Benfield      |
| NC           | Candler        | 1431 Smokey Park Highway                    | 28715      | (828) 665-1577 | Jamin Quilla         |
| NC           | Cary           | 836 East Chatham Street                     | 27511      | (919) 755-3444 | Rolando Ortiz        |
| NC           | Cary           | 7758 McCrimmon Parkway                      | 27519      | (919) 439-6014 | Hakkam Alsaïdi       |
| NC           | Cary           | 1608 Kildaire Farm Road                     | 27511      | (919) 646-8288 | Danielle Norville    |
| NC           | Charlotte      | 2424 West Mallard Creek Church Road         | 28262      | (704) 295-0123 | Amir Khoshnevis      |
| NC           | Charlotte      | 8811 Blakeney Professional Drive, Suite 100 | 28277      | (704) 926-3937 | Scott Philippe       |
| NC           | Charlotte      | 12105 Copper Way                            | 28277      | (704) 295-4444 | Amir Khoshnevis      |
| NC           | Charlotte      | 1710 Kenilworth Avenue                      | 28203      | (704) 348-1500 | Michelle Mumford     |
| 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      | 13749 Steele Creek Road                     | 28273      | (980) 319-1870 | Angela Bergin        |
| NC           | Clemmons       | 6301 Stadium Drive                          | 27012      | (336) 766-7373 | Tyler Groce          |
| NC           | Clinton        | 124 East Main Street - Courthouse Square    | 28328      | (910) 592-1908 | Mary Beth Massengill |
| NC           | Concord        | 5325 Vining Street, Suite 202               | 28027      | (704) 792-2777 | Dustin Reece         |
| NC           | Cornelius      | 20121 North Main Street, 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 Street                 | 28334      | (910) 897-2020 | Aaron Glass          |
| NC           | Durham         | 2900 Croasdaile Drive                       | 27705      | (919) 683-2020 | Bruce Pate           |
| NC           | Durham         | 2901 North Duke Street                      | 27704      | (919) 471-4474 | Aaron Rosenstein     |

| Office State | Office City    | Office Address                   | Office Zip | Office Phone   | Office Owner          |
|--------------|----------------|----------------------------------|------------|----------------|-----------------------|
| NC           | Durham         | 813 Broad Street                 | 27705      | (919) 381-5365 | Constance Woldorff    |
| NC           | Eastover       | 3551 Dunn Road                   | 28312      | (910) 703-8240 | Eric Raynor           |
| NC           | Elizabeth City | 3850 Conlon Way                  | 27909      | (252) 552-2024 | Tam Nguyen            |
| NC           | Elizabethtown  | 432 West Broad Street            | 28337      | (910) 876-6400 | Mary Beth Massengill  |
| NC           | Elizabethtown  | 432 West Broad Street            | 28337      | (910) 876-6400 | Eric Raynor           |
| NC           | Fairmont       | 204 Iona Street                  | 28340      | (910) 628-8316 | Samuel Johnson        |
| NC           | Fayetteville   | 5811 Ramsey Street               | 28311      | (910) 884-9922 | Joseph Ballard        |
| NC           | Garner         | 5638 NC Highway 42               | 27529      | (919) 661-2020 | Aaron Glass           |
| 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           | Greensboro     | 1577 New Garden Road             | 27410      | (336) 553-0800 | William Hutto         |
| NC           | Greenville     | 1804 West Arlington Boulevard    | 27834      | (252) 752-4380 | Thomas McIntosh       |
| NC           | High Point     | 3929 Tinsley Drive               | 27265      | (336) 841-2028 | Joseph Perez          |
| NC           | High Point     | 1105 North Lindsay Street        | 27262      | (336) 422-7136 | Angela Sellers        |
| NC           | High Point     | 6425 Old Plank Road              | 27265      | (336) 886-7500 | William Hutto         |
| NC           | Hope Mills     | 3701 South Main Street           | 28348      | (910) 423-0700 | Eric Raynor           |
| NC           | Indian Trail   | 5124-G Old Charlotte Highway     | 28110      | (980) 981-4868 | Neha Dada             |
| NC           | Jacksonville   | 200 Doctors Drive                | 28443      | (910) 353-0541 | Lloyd Butler          |
| NC           | King           | 306 Kirby Road                   | 27021      | (336) 983-4313 | William Hutto         |
| NC           | Kinston        | 703 Rosanne Drive                | 28504      | (252) 527-8804 | Jeffrey Harvey        |
| NC           | Lewisville     | 6721 Shallowford Road            | 27023      | (336) 946-0203 | Christopher Owens     |
| NC           | Lillington     | 104 South Main Street            | 27546      | (910) 814-2020 | Aaron Glass           |
| 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           | Mebane         | 1107 South Fifth Street          | 27302      | (919) 241-8554 | Eugene Benfield       |
| NC           | Mint Hill      | 7014 Tutor Street                | 28227      | (980) 209-9437 | Aynsley Girardeau     |
| NC           | Morehead City  | 4252 Arendell Street             | 28557      | (252) 728-3618 | Patrick Patterson     |
| NC           | Mt. Airy       | 602 South Renfro Street          | 27030      | (336) 789-9031 | Christopher Owens     |
| NC           | New Bern       | 2805 Village Way                 | 28562      | (252) 633-0016 | Mark Leary            |
| NC           | New Bern       | 2038 Waterscape Way              | 28562      | (252) 862-3840 | Mark Leary            |
| NC           | Newton Grove   | 320 A Main Street                | 28366      | (910) 594-2020 | Russell 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           | Raleigh        | 7200 Creedmoor Road              | 27613      | (919) 847-9751 | Eric Oberdorf         |
| NC           | Raleigh        | 2843 Jones Franklin Road         | 27606      | (919) 851-9966 | Alan Byrd             |
| NC           | Raleigh        | 6136 Falls of Neuse Road         | 27609      | (984) 206-6890 | Sandra Vidacic-Mokris |
| 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           | Rockingham     | 1502 East Broad Avenue           | 28379      | (910) 997-7737 | Elven Smith           |
| NC           | Roseboro       | 305 West Roseboro Street         | 28382      | (910) 525-5296 | Mary Beth Massengill  |
| NC           | Roxboro        | 2858 Durham Road                 | 27573      | (336) 599-0246 | Eugene Benfield       |
| NC           | Salisbury      | 223 Faith Road                   | 28146      | (704) 637-7728 | Dustin Reece          |
| NC           | Sanford        | 2805 South Horner Boulevard      | 27332      | (919) 776-1012 | Alex Martin           |
| NC           | Seven Lakes    | 1110 Seven Lakes Drive           | 27376      | (910) 673-3937 | Barry Kavanaugh Jr    |
| NC           | Southport      | 4633 Long Beach Road             | 28461      | (910) 457-6667 | John Howard           |



| Office State | Office City   | Office Address                       | Office Zip | Office Phone   | Office Owner      |
|--------------|---------------|--------------------------------------|------------|----------------|-------------------|
| NC           | Summerfield   | 1015 Highway150 West                 | 27358      | (336) 281-2015 | Sherman Thurmond  |
| NC           | Wadesboro     | 1134 Holly Street                    | 28170      | (704) 694-3618 | Holly Kiker       |
| NC           | Wake Forest   | 11724 Retail Drive                   | 27587      | (919) 562-5559 | J. Craig Swaim    |
| NC           | Waynesville   | 1604 Sulphur Springs Road            | 28786      | (828) 456-8361 | Aimee McBride     |
| NC           | Wendell       | 18 South Main Street                 | 27591      | (919) 366-6599 | Jon Lutz          |
| NC           | Willow Spring | 8313 NC-55 Highway                   | 27592      | (919) 639-2020 | Aaron Glass       |
| NC           | Wilmington    | 8116 Market Street, Suite 100        | 28411      | (910) 686-8000 | Gilbert Catino    |
| NC           | Wilmington    | 710 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 | 8013 North Point Boulevard           | 27106      | (336) 724-5000 | Terry Ellington   |
| NC           | Winterville   | 915 East Fire Tower Road             | 28590      | (252) 516-6581 | Thomas McIntosh   |
| NC           | Yanceyville   | 495 U.S.Highway 158 West             | 27379      | (336) 694-9632 | Eugene Benfield   |
| ND           | Bismarck      | 204 West Century Avenue              | 58503      | (701) 255-0186 | Thomas Deis       |
| ND           | Bottineau     | 522 Main Street                      | 58318      | (701) 228-2219 | Paul Dunderland   |
| ND           | Fargo         | 1300 Gateway Drive South             | 58103      | (701) 235-0280 | AJ Motacek        |
| ND           | Garrison      | 151 North Main Street                | 58540      | (701) 463-2224 | Thomas Deis       |
| 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         | 1821 Burdick Expressway West         | 58701      | (701) 852-8807 | Liza Stremick     |
| 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   |
| ND           | West Fargo    | 567 32nd Avenue E                    | 58078      | (701) 373-2020 | Melissa McCulley  |
| 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 | Andrea Carda      |
| NE           | Auburn        | 922 Alden Drive                      | 68305      | (402) 274-3218 | Darren Wright     |
| NE           | Bellevue      | 1810 Wilshire Drive                  | 68005      | (402) 291-6133 | Kerri Pillen      |
| NE           | Bellevue      | 3503 Sampson Way                     | 68123      | (402) 999-4340 | Bradley Carpenter |
| NE           | Benkelman     | 617 Chief Street                     | 69021      | (308) 423-2152 | Thomas Moser      |
| NE           | Blair         | 210 South 17th Street                | 68008      | (402) 426-2119 | Scott Bowker      |
| 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 | Amy Kadavy        |
| NE           | Chadron       | 241 East 3rd Street                  | 69337      | (308) 432-3222 | Brad Marcy        |
| NE           | Cozad         | 807 Meridian Avenue                  | 69130      | (308) 784-2100 | Jason Seim        |
| NE           | Crete         | 1119 Main Avenue                     | 68333      | (402) 826-2246 | Ann Feidler-Klein |
| NE           | Elkhorn       | 20410 Laramie Road                   | 68022      | (402) 289-2020 | Amy Klein         |
| NE           | Falls City    | 1823 Chase Street                    | 68355      | (402) 245-2017 | Eric McPeak       |
| NE           | Fremont       | 2955 East Elk Lane                   | 68025      | (402) 721-8032 | Amy DeVries       |
| NE           | Gordon        | 112 North Main Street                | 69343      | (308) 282-0820 | Brad Marcy        |
| NE           | Grant         | 115 West 3rd Street                  | 69140      | (308) 352-4424 | Eric Gengenbach   |

| Office State | Office City   | Office Address                 | Office Zip | Office Phone   | Office Owner           |
|--------------|---------------|--------------------------------|------------|----------------|------------------------|
| NE           | Gretna        | 814 Village Square             | 68028      | (402) 332-0220 | Cheryl Chapman         |
| 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      | 441 Broadway Street            | 69033      | (308) 882-5353 | Eric Gengenbach        |
| NE           | Kearney       | 218 West 42nd Street           | 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       | 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           | Lincoln       | 4101 Pioneer Woods Drive       | 68506      | (531) 249-5457 | Leah Gibson            |
| NE           | McCook        | 218 West D Street              | 69001      | (308) 345-5800 | Robert Stamm           |
| NE           | McCook        | 212 West 9th Street            | 69001      | (308) 345-2954 | Thomas Moser           |
| NE           | Nebraska City | 121 North 8th Street           | 68410      | (402) 873-6696 | Darren Wright          |
| NE           | Norfolk       | 2900 West Norfolk Avenue       | 68701      | (402) 371-8535 | Ann Feidler-Klein      |
| NE           | North Platte  | 810 West Reid Avenue           | 69101      | (308) 221-2020 | Mollie Golden          |
| NE           | Ogallala      | 120 North Spruce Street        | 69153      | (308) 284-4194 | Eric Gengenbach        |
| NE           | Omaha         | 16161 Cass Street              | 68118      | (402) 493-8266 | Steven Wolfe           |
| NE           | Omaha         | 11811 Fort Street              | 68164      | (402) 932-4800 | Laura Cowell           |
| NE           | Omaha         | 304 North 179th Street         | 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             | 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 South 204th Street        | 68022      | (402) 964-2225 | Allison Walz-Tarkowski |
| NE           | Omaha         | 19060 Q Street                 | 68135      | (402) 807-3937 | Kristin Reed           |
| NE           | Omaha         | 3612 North 165th Street        | 68116      | (402) 916-9822 | Shannon Elwood         |
| NE           | Omaha         | 15655 Pacific Street           | 68118      | (402) 508-8940 | Kyle Klute             |
| NE           | Omaha         | 713 North 114th Street         | 68154      | (402) 991-3131 | Shannon Elwood         |
| NE           | Omaha         | 5011 Grover Street             | 68106      | (402) 553-1999 | Timothy Volcheck       |
| NE           | Omaha         | 1104 South 76th Avenue         | 68124      | (402) 955-2020 | Kyle Niemann           |
| NE           | Plattsmouth   | 2380 West 8th Avenue           | 68048      | (402) 296-2200 | Andrea Carda           |
| NE           | Scottsbluff   | 820 West 42nd Street           | 69361      | (308) 635-0800 | Jason Webb             |
| NE           | Sidney        | 900 Pine Street                | 69162      | (308) 254-4041 | Thomas Moser           |
| NE           | Syracuse      | 135 9th Street                 | 68446      | (402) 269-2321 | Tiffany Walters        |
| 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 | Amy Kadavy             |
| NH           | Atkinson      | 8 Route 111                    | 03811      | (603) 602-7321 | Patrick Mallin         |
| NH           | Concord       | 153 Manchester Street          | 03301      | (603) 226-0855 | Tyler Weber            |
| NH           | Concord       | 6 Loudon Road                  | 03301      | (603) 410-4101 | Catherine Radakovic    |
| NH           | Concord       | 21 Green Street                | 03301      | (603) 224-0971 | Catherine Radakovic    |
| NH           | Derry         | 55 Crystal Avenue              | 03038      | (603) 434-2020 | Tyler Weber            |
| NH           | Dover         | 15 Portland Avenue             | 03820      | (603) 742-7371 | Costas Frangos         |

| Office State | Office City       | Office Address                      | Office Zip | Office Phone   | Office Owner            |
|--------------|-------------------|-------------------------------------|------------|----------------|-------------------------|
| NH           | Exeter            | 164 Epping Road                     | 03833      | (603) 430-0211 | Sarah Hudson            |
| NH           | Goffstown         | 24 Main Street                      | 03045      | (603) 497-3622 | Jeffrey Michaud         |
| NH           | Greenland         | 603 Portsmouth Avenue               | 03840      | (603) 828-9601 | Amy Catalano Boyer      |
| NH           | Hampton           | 760 Lafayette Road                  | 03842      | (603) 926-5471 | David Hartenstein       |
| NH           | Hanover           | 45 Lyme Road                        | 03755      | (603) 643-2140 | Sandra Dufour           |
| NH           | Hooksett          | 1461 Hooksett Road                  | 03106      | (603) 669-2043 | Alison Loranger         |
| NH           | Jaffrey           | 121 Main Street                     | 03452      | (603) 532-8835 | Benjamin Choiniere      |
| 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 Street                 | 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        | 779 South Main 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) 882-0311 | Kelly MacDonald         |
| NH           | New London        | 255 Newport Road                    | 03257      | (603) 583-4211 | Dorothy Hitchmoth       |
| NH           | New London        | 197 Main Street                     | 03257      | (603) 526-4043 | Donna Reed              |
| NH           | Plaistow          | 161 Main Street                     | 03865      | (603) 382-8989 | James Belanger          |
| NH           | Rochester         | 65 Rochester Hill Road              | 03867      | (603) 332-8569 | Kenneth Clark           |
| NH           | Rochester         | 180 Farmington Road                 | 03867      | (603) 335-6666 | Joseph Jordan           |
| 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              |
| NJ           | Bridgewater       | 600 East Main Street                | 08807      | (908) 443-1822 | Talia Mishkin           |
| NJ           | Budd Lake         | 135 Route 46 East                   | 07828      | (855) 948-2020 | Michael Siegel          |
| NJ           | Carteret          | 29 Washington Avenue, Suite 107-108 | 07008      | (732) 352-0234 | Sundeep Kaur            |
| NJ           | Clifton           | 1160 Main Avenue                    | 07011      | (973) 472-2828 | Delia Ferrer Garcia     |
| NJ           | Cresskill         | 1 Union Avenue                      | 07626      | (201) 702-8090 | Dimple Patel            |
| NJ           | East Rutherford   | 1 American Dream Way                | 7073       | (702) 920-8787 | Amel Youssef            |
| NJ           | Edgewater         | 75 River Road                       | 07020      | (201) 340-6406 | Sundeep Kaur            |
| NJ           | Edison            | 34-36 Progress Street               | 08820      | (732) 515-4405 | Monica Thi              |
| 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 East              | 08812      | (732) 968-4114 | Jesus Barrios           |
| NJ           | Hamilton Township | 1700 Nottingham Way                 | 08619      | (800) 719-4989 | Alma Jacobsen           |
| NJ           | Hillsborough      | 305 Omni Drive                      | 08844      | (908) 281-0800 | Sundeep Kaur            |
| NJ           | Kendall Park      | 3000 Route 27                       | 08824      | (732) 305-0635 | Jigna Patel             |
| NJ           | Livingston        | 44 South Livingston Avenue          | 07039      | (862) 273-1217 | Anuradha Rana           |
| NJ           | Livingston        | 22 Old Short Hills Road             | 07039      | (201) 551-1226 | Clare Tao               |
| NJ           | Maplewood         | 170 Maplewood Avenue                | 07040      | (973) 762-5343 | Maria Cardona           |
| NJ           | Mendham           | 106 East Main Street                | 07945      | (862) 222-3800 | Constantinos John Bacas |
| NJ           | Montville         | 170 Changebridge Road               | 07045      | (973) 604-0630 | William Ference         |
| NJ           | North Brunswick   | 464 Renaissance Boulevard           | 08902      | (800) 719-4989 | Alma Jacobsen           |
| NJ           | North Haledon     | 33 Sicomac Road                     | 07508      | (973) 427-7801 | David Rajkowski         |
| NJ           | Norwood           | 455 Livingston Street               | 07648      | (551) 202-2131 | Nancy Phung             |
| NJ           | Oradell           | 297 Kinderkamack Road               | 07649      | (201) 265-7900 | Mina Han                |
| NJ           | Paramus           | 74 South Paramus Road               | 07652      | (201) 712-0101 | Maria Cardona           |



| Office State | Office City  | Office Address                       | Office Zip | Office Phone   | Office Owner       |
|--------------|--------------|--------------------------------------|------------|----------------|--------------------|
| NJ           | Parsippany   | 415 Parsippany Road                  | 07054      | (973) 386-0111 | Ellen Kapiroff     |
| 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           | River Vale   | 688 Westwood Avenue                  | 07675      | (201) 664-5596 | 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 | Ashley Amico       |
| NJ           | Sicklerville | 610 Crosskeys Road                   | 08081      | (856) 250-1515 | Gaithri Ramanathan |
| 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 | Ashley Amico       |
| NJ           | Turnersville | 188 Fries Mill Road                  | 08012      | (856) 629-1600 | Arthur Starr       |
| NJ           | Union        | 2565 Morris Avenue                   | 07083      | (908) 687-2244 | Dawn Arnold        |
| NJ           | Vineland     | 1317 South Main Road                 | 08360      | (856) 691-2248 | Arthur Starr       |
| NJ           | Wall         | 1625 State Route 71                  | 07719      | TBD            | Stephanie D'Allura |
| NJ           | Wayne        | 590 Valley Road                      | 07470      | (973) 339-3378 | Maysoon Salem      |
| NJ           | Williamstown | 114 Glassboro Road                   | 08094      | (856) 318-1062 | Dawn Nocella       |
| NJ           | Williamstown | 490 North Black Horse Pike           | 08094      | (856) 728-1111 | David Mellish      |
| NM           | Alamogordo   | 903 New York Avenue                  | 88310      | (575) 437-7783 | Mollie Veteto      |
| NM           | Albuquerque  | 112 Hermosa Drive SE                 | 87108      | (505) 265-3443 | Melisa Hockett     |
| NM           | Albuquerque  | 3701 Eubank Blvd NE                  | 87111      | (505) 298-2020 | Melisa Hockett     |
| NM           | Albuquerque  | 8000 Paseo Del Norte NE              | 87122      | (505) 891-2020 | Jennifer Planitz   |
| NM           | Albuquerque  | 8201 Golf Course Road Northwest      | 87120      | (505) 899-8993 | Seth Taylor        |
| NM           | Albuquerque  | 7007 Wyoming Boulevard Northeast C-1 | 87109      | (505) 828-3937 | Tiffany Martinez   |
| NM           | Artesia      | 1455 South 26th Street               | 88210      | (575) 748-1225 | Kendra Powell      |
| NM           | Aztec        | 121 South Main Avenue                | 87401      | (505) 333-7278 | Dallin Bassett     |
| NM           | Bernalillo   | 160 Camino del Pueblo                | 87004      | (505) 771-3937 | Deidra Casaus      |
| NM           | Carlsbad     | 201 West Fox Street                  | 88220      | (575) 885-3937 | Spencer Franz      |
| NM           | Farmington   | 1711 East 20th Street                | 87401      | (505) 326-4080 | Jared Olson        |
| NM           | Farmington   | 113 West Broadway                    | 87401      | (505) 326-2020 | Raymond Herrera    |
| NM           | Farmington   | 520 East Main Street                 | 87401      | (505) 326-2020 | Raymond Herrera    |
| NM           | Hobbs        | 1811 North Dal Paso                  | 88240      | (575) 397-3611 | Spencer Franz      |
| NM           | Hobbs        | 1315 Joe Harvey Boulevard            | 88240      | (575) 392-8880 | Clay Reber         |
| NM           | Las Cruces   | 2926 Hillrise Drive                  | 88011      | (575) 522-6885 | Michael Matthews   |
| NM           | Lovington    | 112 West Avenue A                    | 88260      | (575) 396-2522 | Clay Reber         |
| NM           | Rio Rancho   | 4100 Crestview Drive Southeast       | 87124      | (505) 891-2020 | Jennifer Planitz   |
| NM           | Rio Rancho   | 1721 Golf Course Road Southeast      | 87124      | (505) 896-2010 | Lynn Davis         |
| NM           | Roswell      | 1100 North Main Street               | 88201      | (208) 317-5200 | Spencer Franz      |
| 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) 299-6200 | Lawrence Wang      |
| NV           | Henderson    | 11201 South Eastern Avenue           | 89052      | (714) 363-8433 | Aimee Noll         |
| 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 | Linda Davis        |

| Office State | Office City     | Office Address                    | Office Zip | Office Phone   | Office Owner         |
|--------------|-----------------|-----------------------------------|------------|----------------|----------------------|
| 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       | 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       | 7319 South Rainbow Boulevard      | 89139      | (702) 478-2020 | Sharon Tong          |
| NV           | Las Vegas       | 3900 Spring Mountain Road         | 89102      | (702) 641-2007 | Romy Park            |
| NV           | Las Vegas       | 6225 South Durango                | 89113      | (725) 735-8030 | Lawrence Wang        |
| NV           | Las Vegas       | 9260 W. Sunset Road, Suite 209    | 89148      | (702) 747-4070 | Thanh Mai            |
| NV           | Mesquite        | 61 North Willow Street            | 89027      | (702) 346-3031 | Scott Brotherson     |
| NV           | North Las Vegas | 3335 West Craig Road              | 89032      | (702) 647-4798 | Dexter Morris        |
| NV           | North Las Vegas | 6935 Aliante Parkway              | 89084      | (702) 685-4320 | Jennifer Chow        |
| NV           | Reno            | 8040 South Virginia Street        | 89511      | (775) 977-1615 | Melissa Macco        |
| NV           | Winnemucca      | 1050 Hanson Street                | 89445      | (775) 625-3937 | Amy Sullivan         |
| NY           | Albany          | 1692 Central Avenue               | 12205      | (518) 869-2560 | Dana Salgado         |
| NY           | Avon            | 243 East Main Street              | 14414      | (585) 226-3400 | Jennifer Dotterweich |
| NY           | Babylon         | 66 Deer Park Avenue               | 11702      | (631) 789-6103 | Aleksandra Wianicka  |
| NY           | Barneveld       | 8010 State Route 12               | 13304      | (315) 896-3900 | Nancy Bulas          |
| NY           | Bayshore        | 1590 Union Boulevard              | 11706      | TBD            | Gina Cardone         |
| NY           | Boonville       | 151 Main Street                   | 13309      | (315) 942-2122 | David Vinci          |
| NY           | Brockport       | 22 North Main Street              | 14420      | (585) 637-2121 | Michael Raff         |
| NY           | Brooklyn        | 390 Myrtle Avenue                 | 11205      | (347) 504-1121 | Dennis Cheng         |
| NY           | Brooklyn        | 733 Manhattan Avenue              | 11222      | (718) 389-6234 | Cristina Polizzi     |
| NY           | Brooklyn        | 1721 Avenue M                     | 11230      | (332) 322-2020 | Victoria Bolbier     |
| NY           | Buffalo         | 5488 Sheridan Drive               | 14221      | (716) 631-9970 | Jeffrey Calhoun      |
| NY           | Buffalo         | 403 Main Street                   | 14203      | (716) 852-7262 | Mark Sorrentino      |
| NY           | Cambridge       | 15 West Main Street               | 12816      | (518) 677-5422 | Gerald Mattison      |
| NY           | Camden          | 94 Main Street                    | 13316      | (315) 245-2443 | Edgar Ekure          |
| NY           | Canandaigua     | 275 Parrish Street                | 14424      | (585) 394-0696 | Paul Harvey          |
| NY           | Canandaigua     | 2375 Rochester Road               | 14424      | (585) 393-0031 | Felix Tao            |
| NY           | Chappaqua       | 26 South Greeley Avenue           | 10514      | (914) 238-3030 | Saara Hashmi         |
| NY           | Chatham         | 5 Hudson Avenue                   | 12037      | (518) 392-4020 | Dana Salgado         |
| NY           | Cicero          | 8390 Elta Drive                   | 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           | Dobbs Ferry     | 66 Main Street                    | 10522      | (914) 461-0800 | Katelyn Rogerson     |
| NY           | East Greenbush  | 749 Columbia Turnpike             | 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   | 5750 Commons Park                 | 13057      | (315) 214-5858 | Dave Braun           |
| NY           | Ellicottville   | 6133 Route 219 South              | 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           | Fairport        | 25 Parce Avenue                   | 14450      | TBD            | Lisa Chute           |
| NY           | Fishkill        | 1073 Main Street, Suite 106       | 12524      | (845) 896-2017 | George Kaknis        |

| Office State | Office City       | Office Address                    | Office Zip | Office Phone   | Office Owner        |
|--------------|-------------------|-----------------------------------|------------|----------------|---------------------|
| NY           | Flushing          | 3808 Union Street                 | 11354      | (929) 303-3575 | David Tai           |
| NY           | Flushing          | 186-14 Union Turnpike             | 11366      | (516) 231-6694 | Sigalit Davidov     |
| NY           | Forest Hills      | 107-40 Queens Boulevard           | 11375      | (929) 556-6651 | Vanessa Wang        |
| NY           | Fredonia          | 225 East Main Street              | 14063      | (716) 261-2400 | Steven Ihrig        |
| NY           | Fredonia          | 112 West Main Street              | 14063      | (716) 366-3026 | Natalie Swanson     |
| NY           | Glen Oaks         | 258-18 Hillside Avenue            | 11004      | (718) 470-2280 | Harry Sehdev        |
| NY           | Glens Falls       | 41 South Western Avenue           | 12801      | (518) 792-2345 | Carolee Boyd        |
| NY           | Glenville         | 9 Gleason Road                    | 12302      | (518) 399-6368 | Paloma Salam        |
| NY           | Gloversville      | 11 Church Street                  | 12078      | (518) 725-5416 | Gerald Mattison     |
| 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           | 17 Long Avenue                    | 14075      | (716) 831-2717 | Mackenzie Bradley   |
| NY           | Hauppauge         | 812 Wheeler Road                  | 11787      | (631) 750-7051 | Irina Schawaroch    |
| NY           | Herkimer          | 394 East State Street             | 13350      | (315) 866-3751 | Nancy Bulas         |
| NY           | Hilton            | 50 East Avenue                    | 14468      | (585) 392-6610 | Michael Fryer       |
| 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           | Huntington        | 374 New York Avenue               | 11743      | (631) 421-0250 | Aleksandra Wianicka |
| NY           | Jackson Heights   | 8114 Roosevelt Avenue             | 11372      | (718) 505-9401 | Lucia Patino        |
| NY           | Jeffersonville    | 4895 State Route 52               | 12748      | (845) 482-2425 | Maegan Sauer        |
| NY           | Johnstown         | 86 Briggs Street                  | 12095      | (518) 736-1081 | Shauna Zemken       |
| NY           | Lake Katrine      | 1636 Ulster Avenue                | 12449      | (845) 336-6310 | Roy Kline           |
| 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          | 500 Davison Road                  | 14094      | (716) 434-8063 | Duane Snyder        |
| NY           | Long Island City  | 10-16 50th Avenue                 | 11101      | (718) 784-3960 | Angela Dussan       |
| NY           | Mamaroneck        | 243 Mamaroneck Avenue             | 10543      | (914) 348-4280 | Peace Anyadike      |
| NY           | Manhasset         | 1129 Northern Boulevard           | 11030      | (516) 627-5656 | Larina Rosa         |
| NY           | Manhattan         | 8th West 38th Street, Rm 201      | 10018      | (646) 389-9833 | Teru Hayashi        |
| NY           | Melville          | 787 Walt Whitman Road             | 11747      | (631) 271-3443 | Laraine Viviani     |
| NY           | Merrick           | 30 Merrick Avenue                 | 11566      | (516) 200-0241 | Natalya Rooney      |
| NY           | Mexico            | 57 North Street                   | 13114      | (315) 963-8233 | Ronald Poulin       |
| NY           | Middle Village    | 82-20A 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 City          | 730 Route 304                     | 10956      | (845) 816-2775 | Andrew Tang         |
| NY           | New Rochelle      | 828 Pelhamdale Avenue             | 10801      | (914) 355-2299 | Barri Jones         |
| NY           | New Rochelle      | 209 North Avenue                  | 10801      | (914) 303-6779 | Keisha Roden        |
| NY           | New York          | 30 East 60th Street               | 10022      | (212) 355-5145 | Susan Resnick       |
| NY           | New York          | 750 Columbus Avenue               | 10025      | (646) 475-0960 | Matthew Puppato     |
| NY           | New York          | 1760 Second Avenue                | 10128      | (212) 569-3937 | Thuy Tran           |
| NY           | New York          | 2610 Frederick Douglass Boulevard | 10030      | (347) 632-2610 | Justin Lewis        |
| NY           | New York          | 340A 9th Street                   | 11215      | TBD            | Minh Vu             |
| NY           | North Syracuse    | 105 North Main Street             | 13212      | (315) 458-1000 | Rebecca McPherson   |
| NY           | Oneida            | 581 Main Street                   | 13421      | (315) 363-6210 | Justin Smith        |

| Office State | Office City       | Office Address                   | Office Zip | Office Phone   | Office Owner            |
|--------------|-------------------|----------------------------------|------------|----------------|-------------------------|
| NY           | Oneida            | 131 Main Street                  | 13421      | (315) 363-4942 | Matt Allen              |
| NY           | Patchogue         | 475 East Main Street, Suite 104  | 11772      | (631) 654-2020 | Gina Cardone            |
| NY           | Plattsburgh       | 292 Cornelia Street              | 12901      | (518) 563-7400 | George Mitsoglou        |
| NY           | Plattsburgh       | 224 Tom Miller Road              | 12901      | (518) 561-7170 | Gretchen Ryder-Spittler |
| NY           | Queensbury        | 357 Bay Road                     | 12804      | (518) 792-3304 | Ryan Winters            |
| NY           | Ridgewood         | 67-10 Fresh Pond Road            | 11385      | (646) 481-8579 | Richard Wu              |
| NY           | Rochester         | 555 North Winton Road            | 14610      | (585) 586-6524 | Cary Kazdan             |
| NY           | Rochester         | 1 Lakeview Park                  | 14613      | (585) 458-2020 | Chad Lehtonen           |
| NY           | Rochester         | 1855 Monroe Avenue               | 14618      | (585) 271-7613 | Judy Archer             |
| NY           | Rome              | 1320 Floyd Avenue                | 13440      | (315) 337-3277 | David Vinci             |
| NY           | Roslyn            | 1044 Northern Boulevard          | 11576      | (516) 365-4500 | Susan Resnick           |
| NY           | Rotterdam         | 1426 Altamont Avenue             | 12303      | (518) 355-0795 | Albert Morier           |
| NY           | Saratoga Spings   | 235 Washington Street            | 12866      | (518) 587-5900 | Dale Ching              |
| NY           | Saratoga Springs  | 206 Lake Avenue                  | 12866      | (518) 584-2620 | Gerald Mattison         |
| NY           | Schenectady       | 1417 Union Street                | 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) 921-3580 | Cristina Polizzi        |
| 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           | Utica             | 2318 Genesee Street              | 13502      | (315) 732-7121 | Richard Pascucci        |
| NY           | Valley Stream     | 5 Sunrise Plaza                  | 11580      | (516) 825-7455 | Aleksandra Wianecka     |
| NY           | Vestal            | 100 Rano Boulevard               | 13850      | (607) 260-1516 | Michael Christensen     |
| NY           | Watertown         | 53 - 59 Public Square, Suite 101 | 13601      | (315) 214-5858 | Dave Braun              |
| NY           | West Seneca       | 3070 Transit Road                | 14224      | (716) 668-1166 | John Rundquist          |
| NY           | Westbury          | 157 Post Avenue                  | 11590      | (516) 415-2020 | Vanessa Bedoya          |
| NY           | White Plains      | 33 Barker Avenue                 | 10601      | (914) 809-9633 | Ruojin Ren              |
| NY           | Whitesboro        | 38 Roosevelt Drive               | 13492      | (315) 736-3217 | Nancy Bulas             |
| OH           | Athens            | 14 University Estates Boulevard  | 45701      | (740) 594-2271 | Shane Foster            |
| OH           | Athens            | 199 Columbus Road                | 45701      | (740) 593-3191 | Kathy Biddinger         |
| OH           | Avon              | 36775 Detroit Road               | 44011      | (440) 934-1144 | John Novak              |
| OH           | Barnesville       | 177 East Main Street             | 43713      | (740) 425-7000 | Melissa Leach           |
| OH           | Bellefontaine     | 2150 Ewing Crawfis Circle        | 43311      | (937) 593-1766 | Brent Swartz            |
| OH           | Belpre            | 2201 Washington Boulevard        | 45714      | (740) 423-6533 | Christopher Stanwick    |
| OH           | Berea             | 1318 West Bagley Road            | 44017      | (440) 526-7070 | Nicolette Scott         |
| OH           | Beverly           | 505-C Dietz Lane                 | 45715      | (740) 984-4218 | Mark Ruff               |
| OH           | Broadview Heights | 1261 West Royalton Road          | 44147      | (440) 526-7070 | Nicolette Scott         |
| OH           | Brookville        | 460 Rona Parkway                 | 45309      | (937) 833-4054 | Mark Schmidt            |
| OH           | Brookville        | 430 Arlington Road               | 45309      | (937) 745-2100 | Kyle Maxam              |
| OH           | Bucyrus           | 905 South Poplar Street          | 44820      | (419) 562-3822 | Matthew Axline          |
| OH           | Canton            | 4822 Cleveland Avenue South      | 44707      | (330) 484-2569 | Nathaniel Leggett       |
| OH           | Centerville       | 125 East Franklin Street         | 45459      | (937) 435-8605 | Lisa Timmerman          |
| OH           | Chillicothe       | 64 Executive Center Drive        | 45601      | (740) 774-4616 | Patricia Haller         |
| OH           | Cincinnati        | 4854 Hunt Road                   | 45242      | (513) 891-6800 | Gregory Stucke          |
| OH           | Cincinnati        | 10675 McSwain Drive              | 45241      | (513) 563-2304 | Brenda Murray           |

| Office State | Office City    | Office Address                | Office Zip | Office Phone   | Office Owner        |
|--------------|----------------|-------------------------------|------------|----------------|---------------------|
| OH           | Cincinnati     | 4424 Aicholtz Road            | 45245      | (513) 752-2100 | Carisa Mcfadyen     |
| OH           | Cincinnati     | 3330 Erie Avenue              | 45208      | TBD            | Rawzi Baik          |
| OH           | Circleville    | 401 North Court Street        | 43113      | (740) 474-6039 | Eric Liggett        |
| OH           | Cleveland      | 6204 Brookpark Road           | 44129      | (216) 351-6270 | Peter Mogyordy      |
| OH           | Columbus       | 1070 Polaris Parkway          | 43240      | (614) 880-1493 | Jennifer Shewring   |
| OH           | Columbus       | 5144 Morse Road               | 43230      | (614) 810-2020 | Nicholas King-Smith |
| OH           | Columbus       | 180 Northwoods Boulevard      | 43235      | (614) 739-0660 | Jamie Horvath       |
| OH           | Columbus       | 2840 Stelzer Road             | 43219      | (614) 756-0091 | Keyana Kelley       |
| OH           | Columbus       | 50 West Broad Street          | 43215      | (614) 224-8005 | Shane Foster        |
| OH           | Defiance       | 283 Stadium Drive             | 43512      | (419) 782-3937 | Amy Brunswick       |
| OH           | Delaware       | 29 Grandview Avenue           | 43015      | (740) 233-6393 | Steven Kocher       |
| OH           | Delaware       | 34 North Sandusky Street      | 43015      | (740) 363-3377 | Ronald Gaudio       |
| OH           | Dublin         | 5775 Perimeter Drive          | 43017      | (614) 763-5775 | Kenneth Boltz       |
| OH           | Eaton          | 309 Eaton Lewisburg Road      | 45320      | (937) 456-5559 | Karl Hofmann        |
| OH           | Fairlawn       | 3040 West Market Street       | 44333      | (330) 836-3828 | Thomas Flickinger   |
| OH           | Genoa          | 603 Main Street               | 43430      | (419) 855-3640 | William Kegerize    |
| OH           | Germantown     | 1265 West Market Street       | 45327      | (937) 745-2100 | Kyle Maxam          |
| OH           | Granville      | 580 South Main Street         | 43023      | (740) 587-4741 | Jenna Tyler         |
| OH           | Hamilton       | 644 High Street               | 45011      | (513) 887-1100 | Tom Nye             |
| OH           | Hilliard       | 5525 Scioto Darby Road        | 43026      | (614) 876-6524 | Craig Coleman       |
| OH           | Hillsboro      | 748 North High Street         | 45133      | (937) 393-2588 | Tausha Barton       |
| OH           | Independence   | 6901 Rockside Road            | 44131      | (216) 868-8464 | Daniel Uzl          |
| OH           | Kenton         | 315 North Detroit Street      | 43326      | (419) 673-5201 | Todd Oates          |
| 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        | 777 Columbus Avenue           | 45036      | (513) 932-3343 | Gregory Stucke      |
| 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 | Ryan Zaidinski      |
| OH           | Mantua         | 10730 Main Street             | 44255      | (330) 274-0502 | Christopher Meyer   |
| OH           | Marietta       | 111 South Third Street        | 45750      | (740) 373-2069 | Mark Ruff           |
| OH           | Marion         | 399 East Church Street        | 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           | Maumee         | 5655 Monclova Road            | 43537      | (419) 931-2020 | Kyle Brodie         |
| OH           | McConnelsville | 71 East Main Street           | 43756      | (740) 962-4281 | Mark Ruff           |
| OH           | Medina         | 801 East Washington Street    | 44256      | (330) 725-6655 | David Loeper        |
| OH           | Mentor         | 7240 Center Street            | 44060      | (440) 953-2020 | James Bozic         |
| OH           | Mentor         | 7640 Mentor Avenue            | 44060      | (440) 942-3937 | Sayed Hasan         |
| OH           | Middleport     | 443 General Hartinger Parkway | 45760      | (740) 691-5008 | Robyn Pape          |
| OH           | Middletown     | 4102 Roosevelt Boulevard      | 45044      | (513) 425-0817 | Eric Smith          |
| OH           | Minster        | 32 South Main Street          | 45865      | (567) 603-3172 | Amanda Eilerman     |
| OH           | Mount Vernon   | 1558 Coshocton Avenue         | 43050      | (740) 263-4323 | Joseph Razzano      |
| OH           | New Bremen     | 431 South Washington Street   | 45869      | (419) 629-3241 | Valerie Gardner     |



| Office State | Office City      | Office Address             | Office Zip | Office Phone   | Office Owner        |
|--------------|------------------|----------------------------|------------|----------------|---------------------|
| OH           | Newtown          | 7397 Main Street           | 45244      | (513) 991-7090 | Brian VanDerPloeg   |
| OH           | North Canton     | 907 Schneider Street       | 44720      | (330) 499-1494 | Mark Mason          |
| OH           | North Ridgeville | 7079 Avon Belden Road      | 44039      | (440) 327-2020 | John Novak          |
| OH           | Orrville         | 1720 Paradise Road         | 44667      | (330) 682-1276 | Scott Pycraft       |
| OH           | Parma            | 5549 Pearl Road            | 44129      | (440) 842-2020 | Sayed Hasan         |
| OH           | Pataskala        | 180 East Broad Street      | 43062      | (740) 927-3061 | Steve Walsh         |
| OH           | Paulding         | 701 West Wayne Street      | 45879      | (419) 399-2255 | Larry Tope          |
| OH           | Pickerington     | 1121 Hill Road North       | 43147      | (614) 575-8020 | Peter Bickel        |
| OH           | Plain City       | 11902 Sycamore Trace       | 43064      | (614) 733-8522 | Joseph Razzano      |
| OH           | Plain City       | 206 West Main Street       | 43064      | (614) 873-1003 | Joseph Razzano      |
| OH           | Port Clinton     | 820 Jefferson Street       | 43452      | (419) 732-2828 | Peter Mogyordy      |
| OH           | Portsmouth       | 1915 Scioto Trail          | 45662      | (740) 354-2821 | Michael Raies       |
| OH           | 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 Road            | 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           | Stow             | 4153 Bridgewater Parkway   | 44224      | (330) 922-4393 | Linda Sedlacek      |
| OH           | Strongsville     | 19796 West 130th Street    | 44136      | (440) 846-3937 | Eric Patten         |
| OH           | Strongsville     | 15312 Pearl Road           | 44136      | (440) 238-7865 | Nicolette Scott     |
| OH           | Tipp City        | 115 South Tippecanoe Drive | 45371      | (937) 667-1270 | James Ranft         |
| 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      | (330) 583-4441 | Ryan McKinnis       |
| OH           | Uniontown        | 12033 Cleveland Avenue     | 44685      | (330) 699-2934 | Matthew Allen       |
| OH           | Upper Sandusky   | 97 Houpt Drive             | 43351      | (419) 294-3243 | Anthony Arnold      |
| OH           | Urbana           | 303 North Main Street      | 43078      | (937) 653-5228 | James Grove         |
| OH           | Valley City      | 6621 Center Road           | 44280      | (330) 483-4035 | Christopher Brendel |
| OH           | Van Wert         | 1183 Westwood Drive        | 45891      | (419) 238-9244 | Mark Bidlack        |
| OH           | Vermilion        | 1605 State Road            | 44089      | (440) 892-5367 | Peter Mogyordy      |
| 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      | 1105 South Miami Street    | 45383      | (937) 698-5171 | Gregory Stucke      |
| OH           | Westerville      | 395 North West Street      | 43082      | (614) 839-2733 | Todd Clark          |
| OH           | Westlake         | 26927 Detroit Road         | 44145      | (440) 892-5367 | Peter Mogyordy      |
| OH           | Westlake         | 2650 Dover Center Road     | 44145      | (440) 256-6894 | Chelsea Des Rosiers |
| OH           | Wheelersburg     | 536 Bulwer Street          | 45694      | (740) 574-4745 | Michael Raies       |
| OH           | Willard          | 320 Walton Street West     | 44890      | (419) 933-2741 | Tiffany Procaccini  |
| OH           | Willoughby       | 30851 Euclid Avenue        | 44094      | (440) 944-5155 | Ryan McKinnis       |
| OH           | Willoughby Hills | 28112 Chardon Road         | 44092      | (440) 585-1111 | Sayed Hasan         |
| OH           | Woodville        | 107 South Walnut Street    | 43469      | (419) 849-3811 | Kyle Brodie         |
| OH           | Wooster          | 470 East Milltown Road     | 44691      | (330) 601-0393 | Scott Pycraft       |

| Office State | Office City   | Office Address                     | Office Zip | Office Phone   | Office Owner       |
|--------------|---------------|------------------------------------|------------|----------------|--------------------|
| OH           | Worthington   | 89 East Wilson Bridge Road         | 43085      | (614) 885-7464 | Stephen Schnulo    |
| OK           | Ada           | 700 East Main Street               | 74820      | (580) 332-3936 | Kevin Cunningham   |
| OK           | Alva          | 504 College Avenue                 | 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           | Blanchard     | 112 South Main                     | 73010      | (405) 485-3937 | Vincent Young      |
| OK           | Bristow       | 121 East 7th Avenue                | 74010      | (918) 367-2020 | Zeddie Cantrell    |
| OK           | Broken Arrow  | 1751 West Albany Street            | 74012      | (918) 994-4450 | Brad Wells         |
| OK           | Broken Arrow  | 1751 West Albany Street            | 74012      | (918) 994-4450 | Scott Hibbets      |
| OK           | Choctaw       | 14975 Bypass Street                | 73020      | (405) 390-9106 | Terry Lewis        |
| 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 | Jason Rhynes       |
| 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 Avenue             | 73013      | (405) 751-7272 | Julie Motes        |
| OK           | Edmond        | 3101 North Sooner Road             | 73034      | (405) 341-9480 | Matthew Morris     |
| 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 West Owen K Garriott Road      | 73701      | (580) 233-3599 | Heath Stotts       |
| OK           | Fairview      | 111 East Broadway                  | 73737      | (580) 227-4878 | Blake Carlisle     |
| OK           | Guthrie       | 110 East Harrison Avenue           | 73044      | (405) 282-4396 | Michael Bennett    |
| OK           | Henryetta     | 900 West Main                      | 74437      | (918) 652-2345 | Sarah Mulliniks    |
| OK           | Holdenville   | 720 North Hinckley                 | 74848      | (405) 379-3700 | Nicholas Hardgrave |
| OK           | Hugo          | 806 East Jackson Street            | 74743      | (580) 326-3319 | Jeff Edwards       |
| OK           | Laverne       | 129 West Jane Jayroe               | 73848      | (580) 921-1011 | Trey Carlisle      |
| OK           | Lawton        | 2518 West Gore Boulevard           | 73505      | (580) 357-6911 | Richard Swales     |
| 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           | Moore         | 513 North Telephone Road           | 73160      | (405) 799-3030 | Todd Kenmore       |
| OK           | Mustang       | 1108 E State Hwy 152               | 73064      | (405) 376-2429 | Jason Dobson       |
| OK           | Noble         | 306 East Cherry 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           | Oasso         | 10304 North Garnett Road           | 74055      | (918) 272-5755 | Michael Gaydos     |
| OK           | Oklahoma City | 14000 Quailbrook Drive             | 73134      | (405) 751-7727 | Sam Oliphant       |
| OK           | Oklahoma City | 10101 South Pennsylvania Avenue    | 73159      | (405) 691-3319 | Colby Ricks        |
| OK           | Oklahoma City | 4720 North Classen Boulevard       | 73118      | (405) 528-1220 | Jason Pickard      |
| OK           | Oklahoma City | 1 NE 2nd Street                    | 73104      | (405) 504-3660 | Corey Christensen  |
| OK           | Pauls Valley  | 1811 West Grant Avenue             | 73075      | (405) 238-6459 | Scott Mendell      |
| OK           | Ponca City    | 502 East Prospect Avenue           | 74601      | (580) 765-7509 | Chris Chenoweth    |
| 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 Street                | 74066      | (918) 224-2610 | Chris Chenoweth    |
| OK           | Sayre         | 104 East Main Street               | 73662      | (580) 928-2212 | David Epp          |
| OK           | Shawnee       | 100 East 45th Street               | 74804      | (405) 275-7676 | Trevor Conklin     |

| Office State | Office City      | Office Address                       | Office Zip | Office Phone   | Office Owner        |
|--------------|------------------|--------------------------------------|------------|----------------|---------------------|
| OK           | Stillwater       | 617 South Main Street                | 74074      | (405) 372-7337 | Marshall Walker     |
| OK           | Tahlequah        | 3040 South Muskogee Avenue           | 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           | Tulsa            | 6130 South Maplewood Avenue          | 74136      | (918) 252-0438 | Chris Chenoweth     |
| OK           | Watonga          | 203 North Noble Avenue               | 73772      | (580) 623-5073 | Timothy Nelson      |
| OK           | Weatherford      | 1545 North Washington                | 73096      | (580) 772-2819 | Jimmy Smart         |
| 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 South East         | 97322      | (541) 926-6077 | Jonathan Berry      |
| OR           | Bandon           | 395 2nd Street Southeast             | 97411      | (541) 347-3622 | Nicole Rush         |
| OR           | Beaverton        | 4655 SW Griffith Drive               | 97005      | (503) 646-8592 | Rose Stone          |
| OR           | Beaverton        | 11020 SW Beaverton Hillsdale Highway | 97005      | (503) 526-9697 | Jeffrey Harris      |
| OR           | Bend             | 62968 O.B. Riley Road                | 97701      | (541) 382-2020 | Erin Follen         |
| OR           | Bend             | 61583 South East 27th Street         | 97702      | (541) 971-6281 | Craig Ulrich        |
| 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           | Coquille         | 855 West Central Boulevard           | 97423      | (541) 396-4042 | Nicole Rush         |
| OR           | Corvallis        | 1505 Northwest Harrison Boulevard    | 97330      | (541) 754-6222 | Jim Hale            |
| 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           | Florence         | 535 9th Street                       | 97439      | (541) 997-3331 | Justin Mans         |
| OR           | Gold Beach       | 94225 Fourth Street                  | 97444      | (541) 247-7212 | Nicole Rush         |
| OR           | Grants Pass      | 1891 NE 7th Street                   | 97526      | (541) 237-0030 | April Napier        |
| OR           | Happy Valley     | 13180 SE 169th Avenue                | 97086      | (503) 698-2375 | Yume Paige          |
| OR           | Hermiston        | 1160 West Elm Avenue                 | 97838      | (541) 567-6623 | David Drotzmann     |
| OR           | Hood River       | 1000 12th Street                     | 97031      | (541) 386-5700 | Ryan LeBreton       |
| 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 SouthWest 116th Avenue         | 97224      | (971) 371-3927 | Amber Dunn          |
| OR           | Klamath Falls    | 2424 Shasta Way                      | 97601      | (541) 882-2812 | Alexandria Hutzell  |
| OR           | La Grande        | 10709 Walton Road                    | 97850      | (541) 962-7753 | Daniel Beckner      |
| OR           | La Pine          | 16410 3rd Street                     | 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               | 97501      | (541) 779-9851 | Shajida Reich       |
| OR           | Milton-Freewater | 320 North Columbia Street            | 97862      | (541) 938-5888 | Benjamin Winters    |
| OR           | Milwaukie        | 2306 Southeast Washington Street     | 97222      | (503) 654-3212 | J. Wallace Walker   |
| OR           | Molalla          | 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 | Makayla Adams       |
| OR           | Newberg          | 2207 Portland Road, Suite. A         | 97132      | (503) 538-3277 | Jeremy Taylor       |



| Office State | Office City   | Office Address                           | Office Zip | Office Phone   | Office Owner          |
|--------------|---------------|------------------------------------------|------------|----------------|-----------------------|
| 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           | Pendleton     | 1100 Southgate                           | 97801      | (541) 203-3159 | James Bradt           |
| OR           | Portland      | 6539 Southeast Milwaukie Avenue          | 97202      | (503) 236-6008 | Daryn Derstine        |
| OR           | Portland      | 8566 South West Apple Way                | 97225      | (503) 297-4183 | David McBride         |
| OR           | Portland      | 4704 South East Hawthorne Boulevard      | 97215      | (503) 235-6639 | Rebecca Uhlig         |
| OR           | Portland      | 2370 West Burnside Street                | 97210      | (503) 228-3838 | Zuzana Friberg        |
| OR           | Portland      | 7826 SW Capitol Highway                  | 97219      | (503) 244-7788 | Ayla Jade Himmelsbach |
| 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           | Portland      | 7421 Southwest Barbur Boulevard          | 97219      | (815) 701-8221 | Anna McCann           |
| OR           | Prineville    | 340 NW Beaver Street                     | 97754      | (541) 416-2020 | Audrey Brumley        |
| OR           | Redmond       | 443 SW Evergreen Avenue                  | 97756      | (541) 923-2221 | Audrey Brumley        |
| OR           | Reedsport     | 780 Winchester Avenue                    | 97467      | (541) 271-2312 | Robert Mans           |
| OR           | Roseburg      | 371 N.E. Garden Valley Boulevard         | 97470      | (541) 673-4166 | Scott Stanley         |
| OR           | Salem         | 3494 Liberty Road South                  | 97302      | (503) 581-4411 | Jordan Brown          |
| OR           | Salem         | 2755 Commercial Street SE                | 97302      | (503) 363-9011 | Cameron Hoover        |
| OR           | Salem         | 3494 Liberty Road South                  | 97302      | (503) 385-8361 | Keirsten Eagles       |
| 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) 296-2911 | Ryan LeBreton         |
| OR           | Tigard        | 10225 SW Hall Boulevard                  | 97223      | (503) 244-1004 | Jenna McBride         |
| OR           | Tigard        | 9975 South West Frewing Street           | 97223      | (503) 906-3596 | Jeffrey Harris        |
| OR           | Troutdale     | 226 East Historic Columbia River Highway | 97060      | (503) 492-3897 | Jim Hale              |
| OR           | Tualatin      | 18801 SW Boones Ferry Road               | 97062      | (503) 692-3500 | Craig Bowen           |
| OR           | Woodburn      | 590 Glatt Circle                         | 97071      | (503) 982-3937 | Scott Nehring         |
| PA           | Allentown     | 2030 Tilghman Street                     | 18104      | (610) 486-3285 | Tony Sankari          |
| PA           | Allison Park  | 2384 Ferguson Road                       | 15101      | (412) 486-1043 | Gregory Bittner       |
| PA           | Altoona       | 1418 11th Avenue                         | 16601      | (814) 946-3937 | Eric Rettig           |
| PA           | Baden         | 400 State Street                         | 15005      | (724) 869-1870 | Matthew DeLuca        |
| 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           | Bridgeville   | 457 Washington Avenue                    | 15017      | (412) 221-0112 | Joann Strain          |
| PA           | Brookhaven    | 4106 Edgmont Avenue                      | 19015      | (610) 872-8989 | Micaela Small         |
| PA           | Broomall      | 2805 West Chester Pike                   | 19008      | (610) 356-3933 | Jimmy Nguyen          |
| PA           | Butler        | 166 Point Plaza                          | 16001      | (724) 285-2618 | Amanda Frye           |
| PA           | Butler        | 261 Sunset Drive                         | 16001      | (724) 283-2500 | Kelsey Jancaro        |
| PA           | Canton        | 327 Springbrook Drive                    | 17724      | (570) 673-8390 | Nikki Rook            |
| PA           | Chalfont      | 521 West Butler Avenue                   | 18914      | (267) 875-3937 | Melissa Richard       |
| PA           | Clarion       | 1350 East Main Street                    | 16214      | (814) 226-4862 | Joshua K. Diehl       |
| PA           | Clarion       | 72 South 4th Avenue                      | 16214      | (814) 226-9505 | Michael McClain       |
| PA           | Cochranton    | 146 West Adams Street                    | 16314      | (814) 425-3937 | Diana Donch           |
| 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                  | 16915      | (814) 274-8717 | Daniel Schott         |

| Office State | Office City        | Office Address                 | Office Zip | Office Phone   | Office Owner        |
|--------------|--------------------|--------------------------------|------------|----------------|---------------------|
| PA           | Cranberry Township | 4 Robinhood Drive              | 16066      | (724) 776-3033 | Matthew DeLuca      |
| PA           | Downington         | 5033 Horseshoe Pike            | 19335      | (610) 518-2195 | Jessica Yannelli    |
| PA           | DuBois             | 200 South Main Street          | 15801      | (814) 375-0125 | Christopher Shaw    |
| PA           | East Petersburg    | 5503 Main Street               | 17520      | (717) 500-2962 | Tyler Reppert       |
| PA           | Ebensburg          | 125 Manor Drive                | 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           | Erie               | 1344 West 38th Street          | 16509      | (814) 868-0895 | Jill Cuthbertson    |
| PA           | Everett            | 33 East Main Street            | 15537      | (814) 652-6221 | Jessica Stone       |
| PA           | Franklin           | 1272 Liberty Street            | 16323      | (814) 432-2825 | James Paulson       |
| PA           | Greencastle        | 50 Eastern Avenue              | 17225      | (717) 597-7708 | Sandra Fink-Freeman |
| PA           | Greensburg         | 2020 Frederickson Place        | 15601      | (724) 837-1121 | Janice Frederickson |
| PA           | Harleysville       | 272 North Main Street          | 19438      | (215) 256-9909 | Rachana Chokshi     |
| PA           | Harmony            | 115 Perry Highway              | 16037      | (724) 453-4926 | Julie Mileham       |
| PA           | Harrisburg         | 5405 Jonestown Road, Suite 105 | 17112      | (717) 652-5410 | John Andren         |
| PA           | Harrisburg         | 3950 TecPort Drive             | 17111      | (717) 564-5211 | Audra Sieber        |
| PA           | Hermitage          | 1818 East State Street         | 16148      | (724) 346-5516 | James Paulson       |
| PA           | Hershey            | 1831 East Chocolate Avenue     | 17033      | (717) 533-5990 | Linda Goepfert      |
| PA           | Holidaysburg       | 805 South Logan Boulevard      | 16648      | (814) 942-7184 | Michelle Barnes     |
| 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           | Latrobe            | 600 Ligonier Street            | 15650      | (724) 537-5358 | Robert Johnson      |
| 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    | 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      |
| 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      | (610) 566-2744 | Bosi Zhou           |
| PA           | Moon Township      | 1005 Beaver Grade Road         | 15108      | (412) 308-9111 | Michelle Wertelet   |
| PA           | Nazareth           | 34 South Main Street           | 18064      | (610) 759-6515 | Heidi Bruch         |
| PA           | New Brighton       | 903 3rd Avenue                 | 15066      | (724) 846-4480 | Tiffany Burick      |
| PA           | New Castle         | 2824 Wilmington Road           | 16105      | (724) 658-4505 | Philip Schaville    |
| PA           | Newport            | 300 Bretz Court, Suite 200     | 17074      | (717) 567-3103 | Kimberly Boyer      |
| PA           | Oakmont            | 750 Third Street               | 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       | 3300 Grant Avenue              | 19114      | (215) 335-9090 | Rebecca Verna       |

| Office State | Office City      | Office Address                   | Office Zip | Office Phone   | Office Owner      |
|--------------|------------------|----------------------------------|------------|----------------|-------------------|
| PA           | Philadelphia     | 524 South 2nd Street             | 19147      | (215) 372-0147 | Robert Stauble    |
| PA           | Philadelphia     | 2139 Cottman Avenue              | 19149      | (215) 745-1444 | Christine Weldon  |
| PA           | Philadelphia     | 6331 Stenton Avenue              | 19138      | (215) 548-5949 | Chelise Firmin    |
| PA           | Pittsburgh       | 429 4th Avenue                   | 15219      | (412) 391-5040 | Lowell Lebovitz   |
| PA           | Pittsburgh       | 119 Brownsville Road             | 15210      | (412) 381-7600 | Matthew DeLuca    |
| PA           | Pittsburgh       | 5917 Penn Avenue                 | 15206      | (412) 441-6685 | Matthew DeLuca    |
| PA           | Pittsburgh       | 2275 Swallow Hill Road           | 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      | (610) 277-2447 | Benjamin Foreman  |
| PA           | Port Allegany    | 21 Willow Street                 | 16743      | (814) 642-9408 | Daniel Schott     |
| PA           | Port Matilda     | 650 Gray's Woods Boulevard       | 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           | Quarryville      | 34 Fawn Drive                    | 17566      | TBD            | Maia Moyer        |
| PA           | Ridgway          | 20 North Broad Street            | 15853      | (814) 772-0674 | Mary DaCanal      |
| 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 Route 257             | 16346      | (814) 677-6636 | David Wagner      |
| PA           | Seven Fields     | 673 Castle Creek Drive Extension | 16046      | (724) 778-3937 | Joseph Falbo      |
| PA           | Shillington      | 453 East Lancaster Avenue        | 19607      | (610) 775-3321 | Karen Rule        |
| PA           | Shippensburg     | 871 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       | 23526 Titusville Road            | 16354      | (814) 827-7931 | Christopher Adsit |
| PA           | Towanda          | 889 Craft Master Road            | 18848      | (570) 265-3668 | Scott Rutkoski    |
| PA           | Trooper          | 30 South Trooper Road            | 19403      | (610) 708-5834 | Dev Amin          |
| 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           | Vandergrift      | 135 Columbia Avenue              | 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           | 19382      | (610) 708-5575 | Avani Amin        |
| PA           | Wexford          | 11279 Perry Highway              | 15090      | (724) 940-0150 | Matthew DeLuca    |
| PA           | York             | 2820 Whiteford Road              | 17402      | (717) 470-0650 | Melissa Kuzo      |
| RI           | Chepachet        | 9 Chestnut Hill Road             | 02814      | (401) 568-3363 | Jad Osmanski      |
| RI           | Cranston         | 2000 Chapel View Boulevard       | 02920      | (401) 943-4700 | James Hanson      |
| RI           | Cumberland       | 2295 Diamond Hill Road           | 02864      | (401) 381-8380 | Brittany Hazelton |
| RI           | East Providence  | 501 Warren Avenue                | 02914      | (401) 943-4700 | James Hanson      |
| RI           | Middletown       | 70 Corporate Place               | 02842      | (401) 846-1620 | Alessi Rispoli    |
| RI           | North Kingstown  | 426 Scrabbletown Road            | 02852      | (401) 295-7339 | Elliot Waterman   |
| RI           | North Providence | 1971 Mineral Spring Avenue       | 02904      | (401) 232-0941 | Jad Osmanski      |
| RI           | Providence       | 245 Waterman Street              | 02906      | (401) 227-2188 | Kriti Bhagat      |

| Office State | Office City     | Office Address                  | Office Zip | Office Phone   | Office Owner         |
|--------------|-----------------|---------------------------------|------------|----------------|----------------------|
| RI           | Warwick         | 1565 Post Road                  | 02888      | (401) 472-9424 | Basant Sidhom        |
| RI           | West Warwick    | 325 Quaker Lane                 | 02893      | (401) 381-8380 | Brittany Hazelton    |
| SC           | Boiling Springs | 8674 Asheville Highway          | 29316      | (864) 804-6412 | Elliott Keller       |
| SC           | Clinton         | 204 East Carolina Avenue        | 29325      | (864) 833-1162 | Gill Thomas          |
| SC           | Fort Mill       | 1510 Onyx Ridge                 | 29708      | (803) 802-3937 | Nick Vastis          |
| SC           | Gaffney         | 1115 West Floyd Baker Boulevard | 29341      | (864) 489-9979 | Jennifer Wilcox      |
| SC           | Georgetown      | 1003 Prince Street              | 29440      | (843) 543-6333 | Chad Carlsson        |
| SC           | Greenville      | 2304 West Parker Road           | 29617      | (864) 246-0964 | Whitney O'Brian      |
| SC           | Greenville      | 3921 South Highway 14           | 29615      | (864) 234-5335 | Joe Hopkins          |
| SC           | Laurens         | 106 South Public Square         | 29360      | (864) 984-2020 | Bernadine Donaldson  |
| SC           | Mount Pleasant  | 495 Wando Park Boulevard        | 29464      | (843) 225-1168 | Betsy Fraser         |
| SC           | Mt. Pleasant    | 1296 Long Grove Drive           | 29464      | (843) 388-6200 | Brad Bodkin          |
| SC           | Murrells Inlet  | 640 Morse Avenue                | 29576      | (843) 357-8096 | Joseph Ledford       |
| SC           | Myrtle Beach    | 109 Finnegan Court              | 29579      | (843) 903-0949 | Tammy Tully          |
| SC           | Myrtle Beach    | 4885 Socastee Boulevard         | 29588      | (843) 293-8101 | Robert Williams, Jr. |
| SC           | Myrtle Beach    | 950 48th Avenue North           | 29577      | (843) 491-9008 | Barbara Horn         |
| SC           | Pawleys Island  | 8247 Ocean Highway              | 29585      | (843) 314-9064 | Crystal Franklin     |
| SC           | Powdersville    | 212 Wall Street                 | 29673      | (864) 392-3635 | Jarrod Griffis       |
| 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     | 142 Fernwood Drive              | 29307      | (864) 308-8812 | Janet Wilson         |
| SD           | Chamberlain     | 103 East Lawler Avenue          | 57325      | (605) 734-5613 | Alexander Permann    |
| SD           | Custer          | 322 Mount Rushmore Road         | 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           | Pine Ridge      | 207 East Main Street            | 57770      | (605) 867-2772 | Mark Winckler        |
| SD           | Rapid City      | 318 Mount 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           | Watertown       | 26 5th Street Northeast         | 57201      | (605) 882-2220 | Bradley Meier        |
| SD           | Yankton         | 3204 First Dakota Drive         | 57078      | (605) 665-8688 | Alex Kneeland        |
| 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 Parkway      | 38134      | (901) 377-9588 | Laura Crowe          |
| TN           | Brentwood       | 7909 Concord Hills Drive        | 37027      | (615) 941-2020 | Christine Smith      |
| TN           | Chattanooga     | 7161 Lee Highway                | 37421      | (423) 305-7272 | Aaron Thompson       |
| TN           | Chattanooga     | 1720 Gunbarrel Road             | 37421      | (423) 892-2020 | Mark Kapperman       |
| TN           | Chattanooga     | 1013 Spring Creek Road          | 37412      | (423) 855-8288 | Keith Sparkman       |
| TN           | Chattanooga     | 1814 McCallie Avenue            | 37404      | (423) 265-2365 | 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 | Blake Peterson       |
| TN           | Cleveland       | 3103 Ocoee Street               | 37312      | (423) 479-4174 | Lori Balmer          |
| TN           | Collierville    | 50 North Main Street            | 38017      | (901) 302-9910 | David Haba           |
| TN           | Covington       | 113 South Munford Street        | 38019      | (901) 617-2310 | Lisa Privett         |
| TN           | Dayton          | 1286 Market Street              | 37321      | (423) 775-4747 | Nicole Kammeyer      |

| Office State | Office City    | Office Address                   | Office Zip | Office Phone   | Office Owner         |
|--------------|----------------|----------------------------------|------------|----------------|----------------------|
| 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         |
| TN           | Franklin       | 1441 New Highway 96 West         | 37064      | (615) 560-8245 | Tyler Boone          |
| TN           | Franklin       | 443 Cool Springs Boulevard       | 37067      | (615) 771-7202 | Austin Pace          |
| TN           | Franklin       | 141 1st Avenue North             | 37064      | (615) 488-9882 | Annedrea Morreale    |
| 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      | 37075      | (615) 447-3404 | Joshua Garnsey       |
| TN           | Hermitage      | 4130 Andrew Jackson Parkway      | 37076      | (615) 885-2027 | James Gillispie      |
| TN           | Hixson         | 6014 Hixson Pike                 | 37343      | (423) 693-2020 | Kristina Smith       |
| TN           | Hixson         | 8151 Hixson Pike                 | 37343      | (423) 847-0498 | Jeremiah Dell        |
| TN           | Jackson        | 2043 Greystone Park              | 38305      | (731) 668-3424 | Ryne Wood            |
| TN           | Jackson        | 1296 Union University Drive      | 38305      | (731) 513-5755 | Trent Martin         |
| TN           | Jefferson City | 741 East Broadway Boulevard      | 37760      | (865) 475-8680 | Jeremy Diamond       |
| TN           | Johnson City   | 119 Boone Ridge Drive            | 37615      | (423) 283-7300 | Mike Keith           |
| TN           | Johnson City   | 302 Sunset Drive                 | 37604      | (423) 282-1742 | Angela Patteson      |
| TN           | Johnson City   | 312 East Main Street             | 37601      | (423) 407-3311 | Steven Casey         |
| TN           | Johnson City   | 1207 North Roan Street           | 37601      | (423) 928-1010 | Susan Reimbold       |
| TN           | Kingsport      | 1599 Fort Henry Drive            | 37664      | (423) 246-2381 | Frank Oglesby        |
| TN           | Kingsport      | 102 Professional Park Drive      | 37663      | (423) 245-2222 | Gregory Russell      |
| TN           | Knoxville      | 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  | 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           | 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         | 225 Grace Cove                   | 38355      | (731) 462-8040 | Rachel Hart          |
| TN           | Memphis        | 1378 Union Avenue                | 38104      | (901) 725-3937 | Jared Powelson       |
| 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       | 37814      | (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      | (615) 809-2601 | Katherine O'Hara     |
| TN           | Murfreesboro   | 836 North Thompson Lane          | 37129      | (615) 217-2500 | Jennifer Drake       |
| TN           | Nashville      | 5554 Franklin Pike               | 37220      | (615) 373-4747 | Helen Boerman        |
| TN           | Nashville      | 181 Thompson Lane                | 37211      | (615) 333-1717 | Allison Jones        |



| Office State | Office City    | Office Address                     | Office Zip | Office Phone   | Office Owner       |
|--------------|----------------|------------------------------------|------------|----------------|--------------------|
| TN           | Nashville      | 5300 Centennial Boulevard          | 37209      | (615) 249-4926 | Nathan Lipe        |
| TN           | Nashville      | 1800 State Street                  | 37203      | (615) 709-8867 | Julianne Koch      |
| 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 | 1042 East Tri-County Boulevard     | 37840      | (865) 435-1513 | Mary Chase         |
| TN           | Ooltewah       | 6117 Ooltewah Georgetown Road      | 37363      | (423) 238-3290 | Jeremiah Dell      |
| TN           | Ooltewah       | 1688 Ooltewah-Ringgold Road        | 37363      | (423) 219-1956 | Ben Carden         |
| TN           | Parson         | 816 Tennessee Avenue South         | 38363      | (731) 847-2020 | Michael Patterson  |
| TN           | Pigeon Forge   | 2541 Sand Pike Boulevard           | 37863      | (865) 428-0959 | Darion Horner      |
| 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      | (865) 453-8444 | Howard Moore       |
| TN           | Seymour        | 10721 Chapman Highway              | 37865      | (865) 577-6650 | Greg McClurg       |
| TN           | Shelbyville    | 915 Colloredo Boulevard            | 37160      | (931) 684-2197 | Kathy Shamblin     |
| TN           | Smyrna         | 23 North Lowry Street              | 37167      | (615) 459-0675 | Paul Trapeni, Jr.  |
| TN           | Springfield    | 3563 Tom Austin Highway            | 37172      | (615) 384-5225 | Steven Schoemer    |
| TN           | Sweetwater     | 689A New Highway 68                | 37874      | (423) 337-9222 | Callie Mashburn    |
| 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           | Tullahoma      | 2220 North Jackson Street          | 37388      | (931) 455-2020 | Jennifer Drake     |
| TN           | Union City     | 1022 South Miles Avenue            | 38261      | (731) 885-1049 | Alan Bugg          |
| TX           | Addison        | 17051 North Dallas Parkway         | 75001      | (972) 908-9999 | Steve Kurtin       |
| TX           | Aledo          | 126 South Ranch House Road         | 76008      | (817) 441-0010 | Marcus Gleaton     |
| TX           | Alice          | 559 North U.S. Highway 281         | 78332      | (361) 664-2020 | Jason Prescott     |
| TX           | Allen          | 203 South Alma                     | 75013      | (972) 747-1122 | Bridget Shannon    |
| TX           | Amarillo       | 2921 I-40 Frontage Road            | 79109      | (806) 322-3937 | Mackenzie Weir     |
| TX           | Andrews        | 1329 North Main Street             | 79714      | (432) 523-2660 | Lance Wright       |
| TX           | Angleton       | 1713 East Mulberry Street          | 77515      | (979) 849-7321 | Brent Mixon        |
| TX           | Argyle         | 310 FM 407                         | 76226      | (940) 828-1010 | 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           | Aubrey         | 27045 East University Drive        | 76227      | (972) 430-2020 | Eric Wang          |
| TX           | Austin         | 4631 Airport Boulevard             | 78751      | (512) 458-3348 | Diane Yu-Davis     |
| TX           | Austin         | 11044 Research Boulevard           | 78759      | (512) 258-2020 | Michael McCormick  |
| TX           | Austin         | 4211 South Lamar Boulevard         | 78704      | (512) 916-4600 | Soroush Azadi      |
| TX           | Austin         | 6111 Ranch Road 620 North          | 78732      | (512) 439-2020 | Cary Barnett       |
| TX           | Austin         | 3111 South Lamar Boulevard         | 78704      | (737) 265-2500 | BN Le              |
| TX           | Austin         | 7300 Ranch Road 2222               | 78730      | (512) 893-2020 | Shazeen Ali        |
| TX           | Austin         | 1144 Airport Boulevard             | 78702      | (512) 928-5808 | Michael Chavez     |
| TX           | Austin         | 11500 Bee Cave Road                | 78738      | (512) 494-5350 | Bryan Marshall     |
| TX           | Austin         | 10601 Ranch Road 2222              | 78730      | (512) 343-2020 | Dennis Smith       |
| TX           | Austin         | 2415 Exposition Boulevard          | 78703      | (512) 477-2282 | Cary Barnett       |
| TX           | Austin         | 12000 Menchaca Road                | 78748      | (512) 358-8200 | Sarah Blackwelder  |
| TX           | Austin         | 1701 Simond Avenue                 | 78723      | (512) 276-6117 | Nick Chu           |
| TX           | Austin         | 2832 East MLK Boulevard            | 78702      | (512) 333-2207 | Arpit Patel        |

| Office State | Office City      | Office Address                          | Office Zip | Office Phone   | Office Owner          |
|--------------|------------------|-----------------------------------------|------------|----------------|-----------------------|
| TX           | Austin           | 2900 West Anderson Lane                 | 78757      | (512) 451-6586 | Emil Fadel            |
| TX           | Azle             | 158 Industrial Avenue                   | 76020      | (817) 444-1717 | Jamie Strong          |
| TX           | Baytown          | 8804 North SH 146                       | 77523      | (346) 801-3907 | Steve Lai             |
| TX           | Benbrook         | 300 Mercedes Street                     | 76126      | (817) 249-4078 | Jane DeGrasse         |
| TX           | Brownfield       | 114 South 5th Street                    | 79316      | (806) 637-3937 | Kelly Riley           |
| TX           | Brownwood        | 1200 Austin Avenue                      | 76801      | (325) 643-5511 | J. Randal Ethridge    |
| TX           | Buda             | 15550 South IH 35 Frontage Road         | 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       | 1920 Parker Road                        | 75010      | (972) 939-5367 | Thoai Bui             |
| TX           | Carrollton       | 1428 West Hebron Parkway                | 75010      | (972) 325-2022 | Lisa Park             |
| 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) 503-2503 | Dina Miller           |
| TX           | Celina           | 205 South Preston Road, Suite 120       | 75009      | (972) 382-2020 | Todd Brantley         |
| TX           | College Station  | 903 William D. Fitch Parkway            | 77845      | (979) 779-9000 | Belinda Dobson        |
| TX           | College Station  | 4075 Texas 6 Frontage Road              | 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      | 5205 Heritage Avenue                    | 76034      | (817) 656-3937 | Carolyn Helbert-Green |
| TX           | Coppell          | 175 South Denton Tap Road               | 75019      | (972) 393-8600 | Trenton Elliott       |
| TX           | Coppell          | 820 South MacArthur Boulevard           | 75019      | (972) 957-5225 | Ibrahim Qattan        |
| TX           | Corpus Christi   | 7042 South Staples Street               | 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           | 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           | Cypress          | 10920 Fry Road                          | 77433      | (281) 942-8520 | Celesta Ferreira      |
| TX           | Cypress          | 14119 Grant Road                        | 77429      | (832) 843-3134 | Joanne Kim            |
| TX           | Cypress          | 9945 Barker Cypress Road                | 77433      | (832) 684-9808 | Michele Quintero      |
| TX           | Cypress          | 20725 Tuckerton Road                    | 77433      | TBD            | Hue Tran              |
| TX           | Dallas           | 2811 South Hampton Road                 | 75224      | (214) 333-2020 | Steve Nguyen          |
| TX           | Dallas           | 15123 Prestonwood Boulevard             | 75248      | (214) 253-2000 | Olivia Carleo         |
| TX           | Dallas           | 8115 Preston Road                       | 75225      | (214) 360-9951 | Cathy Norton          |
| TX           | Dallas           | 8041 Walnut Hill Lane                   | 75231      | (214) 730-5502 | James Chin            |
| TX           | Dallas           | 6336 Gaston Avenue                      | 75214      | (469) 225-9959 | Stephanie LeSage      |
| TX           | Denton           | 2430 South Interstate 35                | 76205      | (940) 484-8857 | Ryne Wood             |
| TX           | Dumas            | 1301 East 1st Street                    | 79029      | (806) 935-2020 | Tory Moore            |
| TX           | El Paso          | 1346 North Lee Trevino Drive, Suite 114 | 79936      | (915) 772-0777 | Lilia Alvarez         |
| TX           | El Paso          | 1509 North Zaragoza Road                | 79936      | (915) 779-7355 | Paul Pholvichitr      |
| TX           | El Paso          | 865 North Resler Drive                  | 79912      | (915) 833-0633 | Stephen Applebaum     |
| TX           | Eules            | 901 East Harwood Road                   | 76039      | (682) 712-1150 | Gurkiran Virdee       |
| TX           | Eules            | 900 North Industrial Boulevard          | 76039      | (214) 699-6992 | Ricardo Rodriguez     |
| TX           | Flower Mound     | 4401 Long Prairie Road                  | 75028      | (940) 800-2020 | Ryne Wood             |
| TX           | Fort Hood        | 4520 South Clear Creek Road             | 76544      | (254) 532-1544 | Daniel Olanrewaju     |
| TX           | Fort Sam Houston | 2515 Funston Road                       | 78234      | (210) 226-1362 | Daniel Olanrewaju     |
| TX           | Fort Worth       | 6037 Harris Parkway                     | 76132      | (817) 294-2800 | Keira West            |

| Office State | Office City | Office Address                  | Office Zip | Office Phone   | Office Owner             |
|--------------|-------------|---------------------------------|------------|----------------|--------------------------|
| TX           | Fort Worth  | 6333 Camp Bowie Boulevard       | 76116      | (817) 738-9301 | Cindy Zimmerman          |
| TX           | Fort Worth  | 5912 Convair Drive              | 76109      | (817) 880-7917 | David Moore              |
| TX           | Fort Worth  | 2530 Jacksboro Highway          | 76114      | (817) 626-2020 | Michael Conte            |
| TX           | Fort Worth  | 5325 McPherson Boulevard        | 76123      | (817) 935-8280 | Hiep Duong               |
| TX           | Fort Worth  | 2702 South Hulen Street         | 76109      | (817) 615-9290 | John Bass                |
| TX           | Fort Worth  | 3400 TX-114                     | 76177      | (817) 305-7011 | Isaac Schunk             |
| TX           | Fort Worth  | 109 Carroll Street              | 76107      | (817) 646-3449 | Christian Cross          |
| TX           | Friendswood | 1520 West Bay Area Boulevard    | 77546      | (281) 480-3960 | Dan Tom                  |
| TX           | Friendswood | 421 East Parkwood Avenue        | 77546      | (281) 482-2030 | J. Martin Prati          |
| TX           | Friendswood | 305 West Parkwood Avenue        | 77546      | (281) 482-2015 | Thao Nguyen              |
| TX           | Frisco      | 11511 Independence Parkway      | 75035      | (972) 478-0550 | Kari Clark               |
| TX           | Frisco      | 2727 Main Street                | 75036      | (469) 699-8599 | Jenifer Nguyen Shinpaugh |
| TX           | Ft. Worth   | 1217 Oak Knoll Drive            | 76117      | (817) 831-6141 | Alisha Poonawala         |
| TX           | Garland     | 1005 Billie Johnson Lane        | 75044      | (972) 563-1600 | Tarun Gandhi             |
| TX           | Garland     | 4530 West Buckingham Road       | 75042      | (972) 479-9797 | Mindy Ngo Huynh          |
| TX           | Georgetown  | 501 South Austin Avenue         | 78626      | (737) 225-8644 | Alyssa Garza             |
| TX           | Georgetown  | 940 Westinghouse Road           | 78626      | (512) 631-0082 | Paul Nguyen              |
| TX           | Gilmer      | 710 Titus Street                | 75644      | (903) 843-5400 | J. T. Roberts            |
| TX           | Graham      | 1529 380 Bypass                 | 76450      | (950) 549-1621 | John Hayley              |
| TX           | Granbury    | 4000 East US Highway 377        | 76049      | (817) 573-7153 | Chris Cheyne             |
| TX           | Groesbeck   | 801 McClintic Drive             | 76642      | (254) 729-4323 | Chris Rand               |
| TX           | Haltom City | 3910 Northeast Loop 820         | 76117      | (469) 952-9052 | Clara Le                 |
| TX           | Helotes     | 12340 Bandera Road              | 78023      | (210) 682-9303 | Jeremiah Flower          |
| TX           | Houston     | 8717 Highway 6 North            | 77095      | (281) 859-8000 | Bruce Wick               |
| TX           | Houston     | 9935 South Post Oak Road        | 77096      | (713) 721-7717 | Steve Lai                |
| TX           | Houston     | 13615 Bellaire Boulevard        | 77083      | (281) 933-3446 | Megan Stubinski          |
| TX           | Houston     | 12122 Greenspoint Drive         | 77060      | (281) 875-5439 | Eric Cheng               |
| TX           | Houston     | 5164 Aldine Mail Road           | 77039      | (281) 449-7400 | Ravindra Kankaria        |
| TX           | Houston     | 815 Walker Street               | 77002      | (713) 222-2300 | Leslie Varkey            |
| TX           | Houston     | 2745 Gessner Drive              | 77080      | (832) 831-8667 | Sarah Chang              |
| TX           | Houston     | 14754 Memorial Drive, Suite 300 | 77079      | (281) 372-8129 | Anamika Desai            |
| TX           | Houston     | 1234 Bay Area Boulevard         | 77058      | (281) 488-2020 | J. Martin Prati          |
| TX           | Houston     | 1461 Wirt Road                  | 77055      | (832) 317-6665 | Erica Alfaro             |
| TX           | Houston     | 3510 Main Street                | 77002      | (832) 831-7386 | Jonathan Tsao            |
| TX           | Houston     | 13427 East Freeway              | 77015      | (713) 450-2020 | John Dang                |
| TX           | Houston     | 1717 West 34th Street           | 77018      | (281) 616-5959 | Natalie Vu               |
| TX           | Houston     | 1171 Edgebrook Drive            | 77034      | (713) 941-7190 | Ted Vorster              |
| TX           | Houston     | 3800 Southwest Freeway          | 77027      | (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     | 415 West Little York Road       | 77076      | (713) 699-2020 | Isabel Cruz              |
| TX           | Houston     | 14330 Vintage Preserve Parkway  | 77070      | (281) 370-3030 | Cristina DeLaPena        |
| TX           | Houston     | 11509 Veterans Memorial Drive   | 77067      | (281) 580-3937 | Cuong Tran               |
| TX           | Houston     | 8498 South Sam Houston Parkway  | 77075      | (713) 991-4100 | Cuong Tran               |
| TX           | Houston     | 1916 West 18th Street           | 77008      | (346) 782-0288 | Bao-Tran Nguyen          |
| TX           | Houston     | 2430 North Fry Road             | 77084      | (281) 829-2020 | Lorena Castaneda         |
| TX           | Houston     | 8831 Long Point Road            | 77055      | (713) 465-8353 | Shirley Pannapara        |



| Office State | Office City  | Office Address                         | Office Zip | Office Phone   | Office Owner           |
|--------------|--------------|----------------------------------------|------------|----------------|------------------------|
| TX           | Houston      | 9344 Jones Road                        | 77065      | (281) 897-0005 | Michele Quintero       |
| TX           | Houston      | 2055 Westheimer Road                   | 77098      | (832) 240-9818 | Deanna Leong           |
| TX           | Houston      | 7115 Southwest Freeway                 | 77074      | (713) 981-6021 | Vincent Lam            |
| TX           | Houston      | 2929 Navigation Boulevard              | 77003      | TBD            | Alalujah Ramirez       |
| TX           | Houston      | 1635 Eldridge Parkway                  | 77077      | (281) 531-9400 | Jocelyn Ton            |
| TX           | Houston      | 1325 South Voss Road                   | 77057      | (713) 722-9066 | Hang Nguyen            |
| TX           | Houston      | 2454 Cypress Creek Parkway             | 77068      | (281) 537-2020 | Haseeb Bacchus         |
| TX           | Houston      | 4191 Bellaire Boulevard                | 77025      | (346) 326-2936 | Amir Karbaschi         |
| TX           | Hutto        | 401 Exchange Boulevard, Building 1     | 78634      | (512) 846-1004 | Sarah Johle            |
| TX           | Iowa Park    | 311 North Wall                         | 76367      | (940) 642-6427 | John Hayley            |
| TX           | Irving       | 1135 Kinwest Parkway                   | 75063      | (972) 432-2020 | Jonathan Cargo         |
| TX           | Irving       | 250 West John Carpenter Freeway        | 75039      | (469) 390-9584 | Blessy Philip          |
| TX           | Jasper       | 617 East Gibson                        | 75951      | (409) 381-8100 | Keith Hancock          |
| TX           | Katy         | 9727 Spring Green Boulevard, Suite 300 | 77494      | (281) 502-8900 | 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           | Katy         | 23927 FM 529 Road                      | 77493      | (281) 626-9885 | Sarah Hung             |
| TX           | Katy         | 1443 South Mason Road                  | 77450      | (281) 693-1616 | Emil Fadel             |
| TX           | Katy         | 29807 Jordan Crossing Boulevard        | 77494      | (832) 571-2020 | Krishan Patel          |
| TX           | Katy         | 1101 South Mason Road                  | 77450      | (281) 398-4000 | Sahar Mahmoodpour      |
| TX           | Katy         | 25116 Market Place Drive               | 77494      | (281) 392-4010 | Amit Shah              |
| TX           | Keller       | 900 South Main Street                  | 76248      | (817) 527-9800 | Anwi Etame             |
| TX           | Kerrville    | 708 Hill Country Drive                 | 78028      | (830) 257-5656 | Phillip Whitehead      |
| TX           | Kilgore      | 1100 Stone Road                        | 75662      | (903) 983-2020 | J. T. Roberts          |
| TX           | Kingwood     | 1714 Kingwood Drive                    | 77339      | (281) 359-2020 | Glenn Ellisor          |
| TX           | Kingwood     | 23822 Highway 59 North                 | 77339      | (281) 359-2020 | Glenn Ellisor          |
| TX           | La Porte     | 401 West Fairmont Parkway              | 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 | Sima Mozdbar           |
| TX           | Lampasas     | 502 South Key Avenue                   | 76550      | (512) 556-3937 | Jason Prescott         |
| TX           | Laredo       | 7220 A Bob Bullock Loop                | 78041      | (956) 694-3466 | Rochelle Mota          |
| TX           | League City  | 3725 East League City Parkway          | 77573      | (281) 305-1609 | Meagan LeGrand         |
| TX           | League City  | 3510 West Main Street                  | 77573      | (281) 724-3040 | Tracy Eickhoff Hedrick |
| TX           | Leander      | 107 Sheila Drive                       | 78641      | (512) 714-2537 | Jason Prescott         |
| TX           | Leander      | 2906 South Bagdad Road                 | 78641      | (512) 243-6434 | Farrah Khoja           |
| TX           | Lewisville   | 1260 West Round Grove Road             | 75067      | (972) 539-6868 | Gurkiran Virdee        |
| TX           | Lewisville   | 101 North Stemmons Freeway             | 75067      | (972) 221-2563 | David Moore            |
| TX           | Liberty Hill | 14125 West State Highway 29            | 78642      | (737) 707-2155 | Erica O'Brien          |
| TX           | Little Elm   | 3010 FM 423                            | 75068      | (469) 786-2020 | Krystal Hoover         |
| TX           | Lucas        | 2695 McGarity Lane                     | 75002      | (469) 949-2020 | Nathan Dirks           |
| 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           | Magnolia     | 7025 Farm to Market Road 1488          | 77354      | (281) 252-5300 | Troy Wagner            |
| TX           | Magnolia     | 11821 FM Road 1488                     | 77354      | (832) 224-4766 | Vincent Lam            |
| TX           | Mansfield    | 3150 East Broad Street                 | 76063      | (817) 477-6363 | Benjamin Colston       |
| TX           | Manvel       | 19804 Morris Avenue                    | 77578      | (346) 338-4544 | Nicola Shatleh         |

| Office State | Office City          | Office Address                           | Office Zip | Office Phone   | Office Owner           |
|--------------|----------------------|------------------------------------------|------------|----------------|------------------------|
| TX           | Marshall             | 3905 Victory Drive                       | 75672      | (903) 935-2861 | Cody Whiddon           |
| TX           | McKinney             | 6956 Mediterranean Drive                 | 75072      | (214) 865-6266 | Kayla Gaddis           |
| TX           | McKinney             | 3041 South Custer Road                   | 75070      | (972) 954-9595 | Lynda Nguyen           |
| TX           | McKinney             | 1925 Prestwick Hollow Drive              | 75071      | (972) 542-3937 | Amber Paulsen          |
| TX           | McKinney             | 2510 North Hardin Boulevard              | 75071      | (469) 459-2020 | Anseh Babaei           |
| TX           | Melissa              | 1280 Sam Rayburn Highway                 | 75454      | (972) 837-2222 | Jeff Thomas            |
| TX           | Mexia                | 501 East Milam Street                    | 76667      | (254) 562-3883 | Wesley Pittman         |
| TX           | Midlothian           | 440 Hawkins Run Road                     | 76065      | (469) 296-8967 | Crystal Eylar          |
| TX           | Millsap              | 1120 FM 1189                             | 76066      | (817) 406-2996 | Bailey Kennedy         |
| TX           | Mineola              | 1238 North Pacific Street                | 75773      | (903) 569-5432 | Andy Hawari            |
| TX           | Missouri City        | 5822 Sienna Parkway                      | 77459      | (832) 342-9812 | Xavier Gregorio        |
| TX           | Missouri City        | 2814 Sienna Parkway                      | 77459      | (832) 280-9295 | Zebin Dholasaniya      |
| TX           | Montgomery           | 123 Blue Herron Drive                    | 77316      | (936) 582-4200 | Matthew Snyder         |
| TX           | Mount Vernon         | 508 Texas Highway 37 South               | 75457      | (903) 402-2707 | Haley Puryear          |
| TX           | Nacogdoches          | 3208 North University Drive              | 75965      | (936) 564-3937 | Gerardo Saldana        |
| TX           | Nash                 | 300 East New Boston Road                 | 75569      | (903) 741-7720 | Jessica Trichel        |
| TX           | New Braunfels        | 2188 State Hwy 46 West                   | 78132      | (830) 302-3357 | Audrey Raley           |
| TX           | North Richland Hills | 5755 Rufe Snow Drive                     | 76180      | (817) 656-1111 | Benjamin Colston       |
| TX           | Odessa               | 4702 East University Boulevard           | 79762      | (432) 550-4245 | Maria Ceballos-Corral  |
| TX           | Pearland             | 1816 Broadway Street                     | 77581      | (281) 992-3937 | Jacqueline Nguyen      |
| TX           | Pearland             | 1799 Kirby Drive                         | 77584      | (713) 436-7544 | Dipak Kalani           |
| TX           | Pearland             | 2005 East Broadway Street                | 77581      | (281) 485-0388 | Bruce Cline            |
| TX           | Pearland             | 8809 Broadway Street                     | 77584      | TBD            | Yasmin Tate            |
| TX           | Perryton             | 115 South Main Street                    | 79070      | (806) 435-5406 | Stephanie Pulpan       |
| TX           | Pflugerville         | 208 Grand Avenue Parkway                 | 78660      | (512) 885-2134 | Haley Tran             |
| TX           | Pflugerville         | 801 Wells Branch Parkway                 | 78660      | (512) 548-9353 | Andrea Kells           |
| 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                | 5044 Tennyson Parkway                    | 75024      | (972) 382-4104 | Todd Brantley          |
| TX           | Plano                | 1900 Preston Road                        | 75093      | (972) 519-0006 | Tiffany Doan           |
| TX           | Plano                | 240 Legacy                               | 75023      | (972) 527-7979 | Easter Tjandra         |
| TX           | Plano                | 8080 Independence Parkway                | 75025      | (214) 383-9360 | Thoai Bui              |
| TX           | Plano                | 8941 Coit Road                           | 75024      | (972) 668-0011 | Yasmin El Hag          |
| TX           | Plano                | 565 Coit Road                            | 75075      | (214) 305-9395 | Tiffany Chen           |
| TX           | Prosper              | 1170 North Preston Road                  | 75078      | (469) 392-4326 | Greg Harrison          |
| TX           | Prosper              | 1580 West Frontier Parkway               | 75078      | TBD            | Safi Gamini            |
| TX           | Richardson           | 101 South Coit Road                      | 75080      | (469) 620-2120 | Vasantha Kumari        |
| TX           | Richmond             | 5610 West Grand Parkway South, Suite 500 | 77406      | (281) 232-2024 | Viral Desai            |
| TX           | Richmond             | 7770 West Grand Parkway South            | 77406      | (832) 685-2020 | Jordana Chettiparampil |
| TX           | Richmond             | 18310 West Airport Boulevard             | 77407      | (832) 930-7797 | Sarah Zaver            |
| TX           | Roanoke              | 856 TX 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 Guenther         |
| TX           | Rowlett              | 9101 Lakeview Parkway                    | 75088      | (214) 607-4300 | Joel Elsten            |
| TX           | San Antonio          | 5212 Broadway                            | 78209      | (210) 829-8083 | Mario Gutierrez        |

| Office State | Office City   | Office Address                       | Office Zip | Office Phone   | Office Owner           |
|--------------|---------------|--------------------------------------|------------|----------------|------------------------|
| 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 Highway      | 78213      | (726) 202-2155 | Raul Trevino           |
| TX           | San Antonio   | 1939 NE Loop 410, Suite 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 IH10 West                      | 78257      | (210) 698-2020 | Rachel Tellez          |
| TX           | San Antonio   | 21126 Market Ridge Commons           | 78258      | (210) 305-5555 | Diana Gonzalez         |
| TX           | San Antonio   | 8910 Bandera Road                    | 78250      | (210) 682-4300 | Bobby Wood             |
| TX           | San Antonio   | 4501 McCullough Avenue               | 78212      | (210) 340-5822 | Jason Deviney          |
| TX           | San Antonio   | 6011 South Flores Street             | 78214      | (210) 924-3994 | C. Diane Ramirez-Shank |
| TX           | San Antonio   | 115 North Loop 1604                  | 78232      | (210) 635-0050 | Sanjay Nancherla       |
| TX           | San Antonio   | 20079 Stone Oak Parkway              | 78258      | (830) 205-2420 | Chandler Mann          |
| TX           | San Antonio   | 9610 State Highway 151               | 78251      | (210) 750-1100 | Judy Gandara           |
| TX           | San Antonio   | 26112 Overlook Parkway               | 78260      | (210) 236-7273 | Ashley Atencio         |
| TX           | San Antonio   | 11330 Potranco Road                  | 78253      | (210) 317-2020 | Emil Fadel             |
| TX           | San Antonio   | 4000 Pond Hill Road                  | 78231      | (210) 239-2020 | Emil Fadel             |
| TX           | San Antonio   | 14633 Potranco Road                  | 78253      | (210) 446-0966 | Wendy Lopez            |
| 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 | Lance Wright           |
| TX           | Shamrock      | 117 East 3rd Street                  | 79079      | (806) 256-2219 | David Epp              |
| TX           | Shenandoah    | 285 Ed English Drive                 | 77385      | (281) 466-1700 | Michael Gerdts         |
| TX           | Shenandoah    | 1508 Research Forest Drive           | 77381      | (281) 292-1600 | Troy Wagner            |
| TX           | Sherman       | 1313 North Travis Street             | 75092      | (903) 893-8306 | Christopher Morgan     |
| TX           | Silsbee       | 1205 Hwy 327 East                    | 77656      | (409) 385-2811 | Ted Vorster            |
| TX           | Somerset      | 8010 5th Street                      | 78069      | (830) 429-7063 | Joseph Rogalinski      |
| TX           | Spring        | 22321 Gosling Road                   | 77378      | (281) 251-1120 | Jennifer Nguyen        |
| TX           | Spring        | 8765 Spring Cypress Road             | 77379      | (281) 655-9595 | Claudio Lagunas        |
| TX           | Spring        | 207 East Shore Drive                 | 77380      | (713) 357-9949 | Emil Fadel             |
| TX           | Stephenville  | 2545 Northwest Loop                  | 76401      | (254) 968-2345 | David Moore            |
| TX           | Sugar Land    | 17228 West Grand Parkway South       | 77479      | (281) 342-1000 | Phuong Nguyen          |
| TX           | Sugar Land    | 1211 Lake Pointe Parkway             | 77478      | (281) 819-2010 | Viral Desai            |
| TX           | Sugar Land    | 18802 Universtiy Boulevard           | 77479      | (346) 707-2020 | Ivan Velazquez         |
| TX           | Sugarland     | 520 Highway 6, Suite 300             | 77478      | (281) 243-2020 | John Dang              |
| TX           | Teague        | 313 Main Street                      | 75860      | (254) 739-2020 | Jerry McCombs          |
| TX           | Terrell       | 152 9th Street                       | 75160      | (972) 563-5533 | Kent Wilson            |
| TX           | Texarkana     | 4401 Galleria Oaks                   | 75503      | (903) 838-9063 | Mark Allen             |
| TX           | Texas City    | 9300 Emmett F Lowry Expressway, #190 | 77591      | (409) 986-6936 | Phyllis Tang Wing      |
| TX           | The Colony    | 3805 Main Street                     | 75056      | (972) 625-2020 | Jason Prescott         |
| TX           | The Woodlands | 27214 Kuykendahl                     | 77375      | (281) 465-8300 | Claudio Lagunas        |
| TX           | The Woodlands | 26400 Kuykendahl Road                | 77375      | (832) 559-3861 | Andrew To              |
| TX           | The Woodlands | 6700 Woodlands Parkway               | 77382      | (281) 363-4362 | Troy Wagner            |
| TX           | The Woodlands | 4185 Technology Forest               | 77381      | (936) 297-2030 | Britt Wright           |
| TX           | Tomball       | 24230 Kuykendahl Road                | 77375      | (832) 639-8910 | Denny Joe              |
| TX           | Tulia         | 317 Southwest 2nd Street             | 79088      | (806) 995-4102 | Toby Brown             |

| Office State | Office City      | Office Address                          | Office Zip | Office Phone   | Office Owner       |
|--------------|------------------|-----------------------------------------|------------|----------------|--------------------|
| TX           | Tyler            | 136 Shelley Drive                       | 75701      | (903) 561-8686 | Katherine Marshall |
| TX           | Uvalde           | 3040 East Main Street                   | 78801      | (830) 278-2010 | Bobby Wood         |
| TX           | Vernon           | 1918 Pease Street                       | 76384      | (940) 553-4328 | John Hayley        |
| TX           | Victoria         | 8806 North Navarro Street               | 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           | Waxahachie       | 427 North College Street                | 75165      | (972) 937-1001 | Alex Robinson      |
| TX           | Weatherford      | 128 Willow Creek Drive                  | 76085      | (817) 661-0488 | Matthew Miller     |
| TX           | Weslaco          | 415 South Airport Drive                 | 78596      | (956) 447-2020 | Jaime Rodriguez    |
| TX           | Westlake         | 72 Andorra Drive                        | 76262      | (817) 663-0492 | 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 | John Hayley        |
| TX           | Wichita Falls    | 2505 East Elliot Road                   | 76308      | (940) 723-2020 | John Hayley        |
| TX           | Willis           | 12709 Interstate 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           | Eagle Mountain   | 4408 East Pony Express Parkway, Suite A | 84005      | (801) 789-3937 | Tyler Barney       |
| UT           | Eagle Mountain   | 4317 North Pony Express Parkway         | 84005      | (801) 473-5127 | Collin Gray        |
| UT           | Grantsville      | 163 South SR 112                        | 84029      | (435) 249-0530 | Ryan Orgill        |
| UT           | Heber            | 345 West 600 South                      | 84032      | (435) 654-1863 | Cory Seitz         |
| UT           | Highland         | 5457 West 11000 North                   | 84003      | (801) 756-9357 | Bruce Potts        |
| UT           | Layton           | 489 W 2275 N                            | 84041      | (801) 776-2020 | Kyle Wilson        |
| UT           | Lehi             | 3435 North Center Street                | 84043      | (801) 756-7150 | W. Carlan Reese    |
| UT           | Lehi             | 75 West State Street                    | 84043      | (801) 768-4100 | Collin Gray        |
| 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           | Orem             | 574 W. 1600 N.                          | 84057      | (801) 210-9339 | Jeffrey Cook       |
| UT           | Park City        | 6584 Creekside Lane                     | 84098      | (435) 649-5200 | W. Craig Poulter   |
| UT           | Payson           | 539 South 100 West                      | 84651      | (801) 465-0355 | Brian Rowley       |
| UT           | Pleasant Grove   | 238 East State Road                     | 84062      | (801) 796-1054 | Bruce Potts        |
| UT           | Provo            | 3521 North University Avenue            | 84604      | (801) 374-2227 | Chad Rigtrup       |
| UT           | Riverton         | 13454 South Monarch Meadows Parkway     | 84096      | (801) 254-7575 | Daniel Howells     |
| UT           | Riverton         | 1543 West 12600 South                   | 84065      | (801) 208-0734 | Gary Tremayne      |
| UT           | Salt Lake City   | 250 East 300 South                      | 84111      | (801) 322-0467 | Karri Buresh       |
| UT           | Saratoga Springs | 1528 North Commerce Drive               | 84045      | (801) 768-1900 | W. Carlan Reese    |
| UT           | Spanish Fork     | 59 South 400 West                       | 84660      | (801) 794-3937 | David Esplin       |
| 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                    | 84770      | (435) 656-2003 | Joseph Fife        |
| UT           | St. George       | 2557 South River Road                   | 84790      | (435) 200-1987 | Steven Blake       |
| 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           | Vineyard         | 691 East 400 North                      | 84059      | (801) 754-6955 | Daxton Hawks       |
| UT           | Vineyard         | 307 North Geneva Road                   | 84058      | (801) 918-1598 | W. Carlan Reese    |
| UT           | West Jordan      | 7555 South Center View Court            | 84084      | (801) 566-5683 | W. Craig Poulter   |
| UT           | West Jordan      | 6705 South Redwood Road                 | 84084      | (801) 268-0866 | Sheri Meyer        |

| Office State | Office City          | Office Address                       | Office Zip | Office Phone   | Office Owner       |
|--------------|----------------------|--------------------------------------|------------|----------------|--------------------|
| UT           | West Valley          | 3029 Colt Plaza Drive                | 84128      | (801) 968-6772 | Bethany Gillett    |
| VA           | Alexandria           | 5876 Kingstowne Shopping Center      | 22315      | (703) 417-9316 | Terri Vo           |
| VA           | Alexandria           | 2520 Oakville Street                 | 22301      | TBD            | Cailyn Strupek     |
| VA           | Annandale            | 7630 Little River Turnpike           | 22003      | (703) 941-4111 | Courtney Thelen    |
| VA           | Arlington            | 4018 Campbell Avenue                 | 22206      | (703) 671-1188 | Terri Vo           |
| VA           | Ashburn              | 44075 Pipeline Plaza                 | 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              | 125 Beverly Road                     | 23005      | (804) 798-8593 | David Haine        |
| VA           | Burke                | 9314-A Old Keene Mill Road           | 22015      | (703) 569-3131 | Courtney Shay      |
| VA           | Chantilly            | 25055 Riding Plaza                   | 20152      | (703) 957-3384 | Dimple Kapoor      |
| VA           | Chesapeake           | 801 Poindexter Street                | 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      | (757) 529-6689 | 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         | 110 North West Street                | 22046      | (703) 570-2020 | Melkit Abebe       |
| VA           | Franklin             | 108 West Second Avenue               | 23851      | (757) 562-4321 | Dylan Belt         |
| VA           | Glen Allen           | 10212 Staples Mill Road              | 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           | Hampton              | 229 Fox Hill Road                    | 23669      | (757) 260-9712 | Austin Smith       |
| VA           | Harrisonburg         | 1790 East Market Street, Suite 92    | 22801      | (540) 434-3937 | Sara Harter        |
| VA           | Haymarket            | 5511 Merchants View Square           | 20169      | (703) 659-4430 | Dimple Kapoor      |
| 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 Sciuillo    |
| VA           | New Kent             | 11847 Aspengraf Lane                 | 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           | Richmond             | 7660 East Parham Road, MOB I         | 23294      | (804) 798-8593 | David Haine        |
| VA           | Suffolk              | 1000 Knotts Pointe Lane              | 23435      | (757) 745-7757 | Wade Bellflower    |
| VA           | Suffolk              | 2401 Godwin Boulevard                | 23434      | (757) 935-1500 | Jennifer Lane      |
| VA           | Vienna               | 120 Beulah Road Northeast            | 22180      | (703) 938-7633 | Nicole Ardura      |
| VA           | Virginia Beach       | 1975 Glenn Mitchell Drive, Suite 104 | 23456      | (757) 368-3937 | Rahim Kanji        |
| VA           | Woodbridge           | 13348 Minnieville Road               | 22192      | TBD            | Sofia Ahmad        |
| VA           | Yorktown             | 3630 George Washington Memorial Hwy  | 23693      | (757) 890-2020 | Peter Guhl         |
| VT           | Burlington           | 230 College Street                   | 05401      | (802) 658-3330 | Jon Eriksson       |
| 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                 | 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 | Sandra Dufour      |
| WA           | Airway Heights       | 11919 West Sunset Highway            | 99001      | (509) 487-0600 | Melissa Barnhart   |



| Office State | Office City    | Office Address                            | Office Zip | Office Phone   | Office Owner       |
|--------------|----------------|-------------------------------------------|------------|----------------|--------------------|
| WA           | Arlington      | 17432 Smokey Point Boulevard              | 98223      | (360) 653-3305 | Philip Williams    |
| WA           | Belfair        | 23160 North East State Route 3            | 98528      | (360) 275-2020 | David Whitemarsh   |
| WA           | Bellevue       | 225 106th Avenue NE                       | 98004      | (425) 454-2028 | David Kading       |
| WA           | Bellevue       | 14700 Northeast 8th Street                | 98007      | (425) 746-2122 | Jordan Jin         |
| WA           | Bellevue       | 12402 Southeast 38th Street               | 98006      | (425) 454-0200 | Matthew Carlson    |
| WA           | Bellingham     | 410 West Bakerview Road                   | 98226      | (360) 392-8306 | Darlene Anker      |
| WA           | Bellingham     | 302 36th Street                           | 98225      | (360) 363-0360 | Bryan Redick       |
| WA           | Bonney Lake    | 20069 State Route 410 E                   | 98391      | (253) 793-1588 | Gurpinderjeet Kaur |
| WA           | Bothell        | 18209 Bothell Way NorthEast               | 98011      | (425) 486-2121 | Wendy Lim          |
| WA           | Bremerton      | 2816 Wheaton Way                          | 98310      | (360) 479-2020 | David Whitemarsh   |
| WA           | Burien         | 401 South West 153rd Street               | 98166      | (206) 244-1780 | Cathy Giese        |
| WA           | Camas          | 19301 SE 34th Street                      | 98607      | (360) 254-1026 | Tara Pinske        |
| WA           | Chehalis       | 66 NW Boistfort Street                    | 98532      | (360) 748-6191 | Van Ly             |
| WA           | Chelan         | 131 South Apple Blossom Drive             | 98816      | (509) 661-6188 | Jason Barnes       |
| WA           | Colville       | 102 South Oak Street                      | 99114      | (509) 684-5278 | Kyle Crance        |
| 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 | Jeremy Marcuson    |
| WA           | East Wenatchee | 111 Eastmont Avenue                       | 98802      | (509) 884-9595 | Richard Harrison   |
| WA           | Eastsound      | 410 Prune Alley                           | 98245      | (360) 920-7718 | Chris White        |
| WA           | Ellensburg     | 707 North Pearl Street                    | 98926      | (509) 925-9873 | Richard Harrison   |
| WA           | Enumclaw       | 2726 Griffin Avenue, Suite B              | 98022      | (360) 825-3000 | Alexander Shepherd |
| WA           | Ephrata        | 1070 Basin Street Southwest               | 98823      | (509) 754-6131 | George Sisson      |
| WA           | Everett        | 10101 19th Avenue South East              | 98208      | (425) 338-5400 | Darran Kim         |
| WA           | Federal Way    | 28815 Pacific Highway South               | 98003      | (253) 941-7074 | Duane Jackson      |
| WA           | Friday Harbor  | 425 Caines Street                         | 98250      | (360) 378-3553 | Chris White        |
| WA           | Gig Harbor     | 3220 Uddenberg Lane                       | 98335      | (253) 851-2020 | Stacy Tovarek      |
| WA           | Gig Harbor     | 4949 Borgen Boulevard                     | 98332      | (253) 313-5652 | David Shin         |
| 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           | 19400 108th Avenue SE                     | 98031      | (253) 852-2120 | Kurt Hofeldt       |
| WA           | Kirkland       | 11830 NE 128th Street                     | 98034      | (425) 821-8900 | David Kading       |
| 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 Street 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           | Moses Lake     | 845 East 3rd Avenue                       | 98837      | (509) 766-1880 | Richard Harrison   |
| WA           | Mount Vernon   | 1616 North 18th Street, 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 Southeast                  | 98501      | (360) 357-2544 | Van Ly             |
| WA           | Pasco          | 4403 West Court Street                    | 99301      | (509) 547-9695 | Nick Gubler        |
| WA           | Pullman        | 238 East Main Street                      | 99163      | (509) 334-1131 | James DeVleming    |
| WA           | Puyallup       | 113 West Pioneer Avenue                   | 98371      | (253) 845-8215 | Michael Noble      |
| WA           | Raymond        | 500 Willapa Place                         | 98577      | (360) 942-5501 | Jeff Nevitt        |

| Office State | Office City       | Office Address                 | Office Zip | Office Phone   | Office Owner         |
|--------------|-------------------|--------------------------------|------------|----------------|----------------------|
| WA           | Renton            | 112 Pelly Avenue North         | 98057      | (425) 255-2020 | Paul Jensen          |
| WA           | Renton            | 5335 NE 4th Street             | 98059      | (425) 282-5475 | Jane Gan             |
| WA           | Renton            | 225 Logan Avenue South         | 98057      | (425) 226-3444 | Gurpinderjeet Kaur   |
| WA           | Renton            | 17800 Talbot Road South        | 98055      | (425) 545-1010 | Tiffany Hollenbeck   |
| WA           | Richland          | 1321 Aaron Drive               | 99352      | (509) 943-3171 | Trent Thompson       |
| WA           | Ridgefield        | 201 South 47th Avenue          | 98642      | (360) 887-7336 | Robert Gilbert       |
| 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           | Seattle           | 12520 Lake City Way NE         | 98125      | (206) 906-9944 | Sorena Kaur          |
| WA           | Seattle           | 2501 North 45th Street         | 98103      | (206) 526-5222 | Matthew Carlson      |
| WA           | Spokane           | 521 West Garland Avenue        | 99205      | (509) 327-9505 | Brett Hagen          |
| WA           | Spokane           | 12121 East Broadway Avenue     | 99206      | (509) 487-0600 | 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           | Spokane           | 8801 North Indian Trail Road   | 99208      | (509) 868-0215 | Nick Gubler          |
| WA           | Spokane Valley    | 604 South Sullivan Road        | 99037      | (509) 425-0335 | Kalina Harrell       |
| 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  | 98406      | (253) 220-2563 | George Meers         |
| WA           | Tukwila           | 6720 Fort Dent Way             | 98188      | (253) 852-2120 | Kurt Hofeldt         |
| WA           | Tukwila           | 411 Strander Boulevard         | 98188      | (206) 575-4396 | Kory Botelho         |
| WA           | University Place  | 8204 27th Street West          | 98466      | (253) 564-9262 | Kim Eckroth          |
| WA           | University Place  | 5016 Bridgeport Way West       | 98467      | (253) 472-1188 | Michael Noble        |
| WA           | Vancouver         | 14201 NE 20 Avenue             | 98686      | (360) 574-6030 | Benjamin Waldo       |
| WA           | Vancouver         | 8400 NE Vancouver Mall Loop    | 98662      | (360) 254-5855 | Judy Chan            |
| WA           | Vancouver         | 7017 North East Highway 99     | 98665      | (360) 694-0760 | Shawn Brittain       |
| 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           | Wenatchee         | 1190 5th Street                | 98801      | (509) 662-9671 | Jason Barnes         |
| WA           | Woodinville       | 17924 140th Avenue North East  | 98072      | (425) 483-8000 | Kim Eng              |
| WA           | Yakima            | 1211 South 40th Avenue         | 98908      | (509) 966-2966 | Kaleb Dieker         |
| WA           | Yelm              | 207 Yelm Avenue West           | 98597      | (360) 458-2088 | Kim Eckroth          |
| WI           | Algoma            | 1021 Jefferson Street          | 54201      | (920) 487-2020 | Michael Gorz         |
| WI           | Amery             | 341 Keller Avenue North        | 54001      | (715) 268-2020 | Bryce Christopherson |
| WI           | Appleton          | 1225 West Northland Avenue     | 54914      | (920) 731-2020 | Bradley Jorgensen    |
| WI           | Appleton          | 4870 West Lawrence Street      | 54914      | (920) 815-3006 | Sarah Dierks         |
| WI           | Barron            | 341 East LaSalle Avenue        | 54812      | (715) 637-2020 | Todd Swanson         |
| 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      | (262) 505-5440 | Bryan Bell           |
| WI           | Cameron           | 2044 15th Avenue               | 54822      | (715) 458-3937 | Erin Wooldridge      |
| WI           | Chetek            | 712 Second Street              | 54728      | (715) 924-3660 | Karen Herman         |
| WI           | Chilton           | 19 West Main Street            | 53014      | (920) 849-4291 | Sarah Dierks         |
| WI           | Chilton           | 17 East Main Street            | 53014      | (920) 849-4642 | Cheryl Roers         |

| Office State | Office City    | Office Address                     | Office Zip | Office Phone   | Office Owner      |
|--------------|----------------|------------------------------------|------------|----------------|-------------------|
| WI           | Chippewa Falls | 509 East South Avenue              | 54729      | (715) 726-9077 | Ryan Beloungy     |
| 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           | Grafton        | 1106 Washington Street             | 53024      | (262) 376-1800 | Cheryl Roers      |
| WI           | Green Bay      | 3237 Riverside Drive               | 54301      | (920) 336-2020 | Ann Meier Carli   |
| WI           | Greenfield     | 3670 South 108th Street            | 53228      | (414) 453-1010 | Mark Dagenais     |
| WI           | Hartland       | 520 Hartbrook Drive                | 53029      | (262) 367-6610 | Amber Dentz       |
| WI           | Hayward        | 15569 Railroad Street              | 54843      | (715) 634-8616 | Mikeal Ostrander  |
| WI           | Janesville     | 1205 Suffolk Drive                 | 53546      | (608) 754-3379 | Tucker Webb       |
| WI           | Kenosha        | 6300 76th Street                   | 53142      | (262) 654-6005 | Benjamin Emer     |
| WI           | Kewaunee       | 1217 Ellis Street                  | 54216      | (920) 388-2020 | Michael Gorz      |
| WI           | Kiel           | 500 Fremont Street                 | 53042      | (262) 375-0220 | Cheryl Roers      |
| 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        | 1532 West Broadway Street          | 53713      | (608) 223-0202 | Callie Enyart     |
| WI           | Madison        | 3187 Maple Grove Drive             | 53719      | (608) 299-9777 | Jingping Xu       |
| WI           | Madison        | 2000 Atwood Avenue                 | 53704      | (608) 473-5947 | Tessa Sokol       |
| WI           | Menasha        | 1255 Appleton Road                 | 54952      | (920) 722-6872 | Charles Burgess   |
| WI           | Middleton      | 7601 University Avenue             | 53562      | (608) 831-3366 | Colin Connors     |
| WI           | Milton         | 641 E. St. Mary Street             | 53563      | (608) 868-4651 | Callie Enyart     |
| WI           | Milwaukee      | 2134 South Kinnickinnic Avenue     | 53207      | (414) 293-1180 | Vaughn Schneider  |
| WI           | Mondovi        | 123 South Eau Claire Street        | 54755      | (715) 926-4273 | Tony Morris       |
| WI           | Mount Pleasant | 13330 Washington Avenue, Suite 300 | 53177      | (262) 267-8161 | Katelyn Steen     |
| 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 North Argyle Avenue           | 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 North Acres Road              | 54021      | (715) 262-1020 | Jeffrey Bieter    |
| WI           | Reedsburg      | 110 East Main Street               | 53959      | (608) 524-4334 | David May         |
| WI           | Sheboygan      | 3144 Wilgus Avenue                 | 53081      | (920) 452-5213 | Cheryl Roers      |
| WI           | Stoughton      | 2300 US Hwy 51 & 138               | 53589      | (608) 205-6810 | Shelly Skjolaas   |
| 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           | Sun Prairie    | 1721 West Main Street              | 53590      | (608) 837-7325 | Bradley Grant     |
| WI           | Sussex         | N 63 W 23524 Silver Springs Drive  | 53089      | (262) 246-8066 | Amber Dentz       |
| WI           | Sussex         | W248N5233 Executive Drive          | 53089      | (262) 304-0080 | Nicole Avgoulas   |
| 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           | Verona         | 881 West Verona Avenue             | 53593      | (608) 502-0919 | Kristin McArdle   |



| Office State | Office City      | Office Address                    | Office Zip | Office Phone   | Office Owner         |
|--------------|------------------|-----------------------------------|------------|----------------|----------------------|
| WI           | Waterford        | 401 North Milwaukee Street        | 53185      | (262) 534-9100 | Bradley Grant        |
| WI           | Waukesha         | 3228 Turnberry Oak Drive          | 53188      | (262) 542-7113 | Marcus Neitzke       |
| WI           | Waunakee         | 330 North Century Avenue          | 53597      | (608) 849-3937 | David May            |
| WI           | Wautoma          | N2577 Plaza Rd, WI-73             | 54982      | (920) 787-3887 | Eric Tyler           |
| WV           | Bridgeport       | 107 Doctors Drive                 | 26330      | (304) 842-6226 | John Barnes          |
| WV           | Charleston       | 4202 MacCorkle Avenue, South East | 25304      | (304) 925-4761 | Laura Suppa          |
| WV           | Charleston       | 3840 Pennsylvania Avenue          | 25302      | (304) 342-0660 | Mark Whittington     |
| WV           | Glen Dale        | 1589 Wheeling Avenue              | 26038      | (304) 845-2480 | Patricia Wylie       |
| WV           | Huntington       | 919 5th Avenue                    | 25701      | (304) 523-4819 | William Ratcliff     |
| WV           | Hurricane        | 3709 Teays Valley Road            | 25526      | (304) 757-2533 | Gregory Sammons      |
| WV           | Madison          | 300 Madison Avenue                | 25130      | (304) 369-0632 | Donna Chaney-sayre   |
| WV           | Morgantown       | 1257 Pineview Drive               | 26505      | (304) 599-7034 | Richard Goellner     |
| WV           | Morgantown       | 700 Fort Pierpont Drive           | 26508      | (304) 202-1624 | Hallina Portner      |
| WV           | New Martinsville | 297 North State Route 2           | 26155      | (304) 455-5861 | James Campbell       |
| WV           | Petersburg       | 28 Virginia Avenue                | 26847      | (681) 892-0393 | Cheryl Bennett       |
| WV           | Point Pleasant   | 3104 Jackson Avenue               | 25550      | (304) 675-4580 | Jesse Mize           |
| WV           | Ranson           | 805 North Mildred Street          | 25438      | (304) 725-2020 | Richard Rebuck       |
| WV           | Ravenswood       | 706 Washington Street             | 26164      | (304) 273-2020 | Jesse Mize           |
| WV           | Sutton           | 78 Skidmore Lane                  | 26601      | TBD            | Jessi Sampson        |
| WV           | Vienna           | 1600 Grand Central Avenue         | 26105      | (304) 295-8561 | Kayla Campbell       |
| WV           | Wellsburg        | 99 7th Street                     | 26070      | (304) 737-3440 | Kimberly Castellucci |
| WY           | Afton            | 50 East 4th Avenue                | 83110      | (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                   | 83002      | (307) 733-4905 | Chad Roberts         |
| WY           | Kemmerer         | 816 Klondyke Street               | 83101      | (307) 877-9250 | Jenning Voss         |
| WY           | Lander           | 556 Main Street                   | 82520      | (307) 332-2020 | Kortny Lancaster     |
| WY           | Laramie          | 418 South 5th Street              | 82070      | (307) 745-8554 | Brian Pieper         |
| WY           | Pinedale         | 376 North Sublette Avenue         | 82941      | (307) 395-3975 | Jenning Voss         |
| 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 2025**

**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 2025.**

|                                                                                     |                                                                                   |                                                                                     |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Michael Blackburn<br>(Home Address Unknown)<br>(Home Phone Unknown)                 | 4960 Valleydale Road, Suite 201<br>Birmingham, Alabama<br>(205) 980-5152          | November, 2025 Franchise Office Sold                                                |
| Jamie Reid<br>(Home Address Unknown)<br>(Home Phone Unknown)                        | 5358 Highway 17<br>Helena, Alabama 35080<br>(205) 664-7577                        | November, 2025-Franchise Not Renewed                                                |
| Stephen Downey<br>(Home Address Unknown)<br>(Home Phone Unknown)                    | 47795 US-78<br>Lincoln, Alabama 35096<br>(205) 763-2015                           | November, 2025 Franchise Office Sold                                                |
| Robert Svensen<br>(Home Address Unknown)<br>(Home Phone Unknown)                    | 76 Country Road Highway 64<br>Woodland, Alabama 36280<br>(256) 449-2020           | June, 2025-Franchise Not Renewed                                                    |
| Shelby Haviland<br>(Home Address Unknown)<br>(Home Phone Unknown)                   | 2213 N. Reynolds Road, Suite 1<br>Bryant, Arkansas 72022<br>(501) 500-5213        | June, 2025-Franchise Office Closed                                                  |
| Matthew Hoffman, Courtney Hoffman<br>(Home Address Unknown)<br>(Home Phone Unknown) | 2980 Browns Lane<br>Jonesboro, Arkansas 72401<br>(870) 972-5540                   | August, 2025-Franchise Not Renewed                                                  |
| Kenneth Jeffers<br>(Home Address Unknown)<br>(Home Phone Unknown)                   | 545 North Peart Road<br>Casa Grande, Arizona 85122<br>(520) 316-5590              | February, 2025-Franchise Office Sold. New Owner did not continue with Vision Source |
| Waleed Alsadi<br>(Home Address Unknown)<br>(Home Phone Unknown)                     | 4025 West Bell Road, Suite 10<br>Phoenix, Arizona 85053<br>(602) 978-4025         | August, 2025 Franchise Office Sold                                                  |
| Waleed Alsadi<br>(Home Address Unknown)<br>(Home Phone Unknown)                     | 3375 E. Shea Boulevard, Suite B1<br>Phoenix, Arizona 85028<br>(602) 978-4025      | August, 2025-18 Month Opt-Out                                                       |
| Juliane Lee<br>(Home Address Unknown)<br>(Home Phone Unknown)                       | 19071 Bear Valley Rd., Suite B<br>Apple Valley, California 92308<br>(760)240-9679 | August, 2025-VS Termination                                                         |
| Jean A. Neeley<br>(Home Address Unknown)<br>(Home Phone Unknown)                    | 1220 Washington Street<br>Calistoga, California 92571<br>(707) 942-4674           | January, 2025-Franchise Office Closed                                               |
| Kevin Grant, Benjamin Szu<br>(Home Address Unknown)<br>(Home Phone Unknown)         | 3140 Bear Street<br>Costa Mesa, California 92626<br>(714) 557-2020                | February, 2025-Franchise Not Renewed                                                |

|                                                                                                                                |                                                                                         |                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Pery Hom<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                                     | 592 South Grand Avenue<br>Covina, California 91724<br>(626) 331-6448                    | March, 2025-Franchise Office Sold. New Owner did not continue with Vision Source   |
| Heather A. Bowlin<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                            | 7780 N. Fresno Street, Suite 103<br>Fresno, California 93720<br>(559) 435-8900          | January, 2025-Franchise Office Sold. New Owner did not continue with Vision Source |
| James Yoo<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                                    | 7127 Hollister Avenue, Suite 23<br>Goleta, California 93117<br>(805) 968-3937           | March, 2025-Franchise Not Renewed                                                  |
| Tim Trinh<br>Andy Kongsakul<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                  | 16907 San Fernando Mission Road<br>Granada Hills, California 91344<br>(818) 474-2020    | June, 2025-18 Month Opt-Out                                                        |
| Susan Martinez<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                               | 999 East Morton Place, Suite A<br>Hemet, California 92543<br>(951) 929-2746             | January, 2025-Franchise Not Renewed                                                |
| Juliane Lee<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                                  | 5100 Orangethorpe Ave., Suite B<br>La Palma, California 90623<br>(617) 233-4874         | August, 2025-VS Termination                                                        |
| John Zeiter, John Caqnzano, Joseph T. Zeiter, Richard Wong, Joseph E. Zeiter<br>(Home Address Unknown)<br>(Home Phone Unknown) | 421 South Ham Lane, Suite A<br>Lodi, California 95242<br>(209) 466-5566                 | May, 2025-Franchise Not Renewed                                                    |
| John Zeiter, John Caqnzano, Joseph T. Zeiter, Richard Wong, Joseph E. Zeiter<br>(Home Address Unknown)<br>(Home Phone Unknown) | 1630 W. Yosemite Ave., Suite 3<br>Manteca, California 95337<br>(209) 466-5566           | May, 2025-Franchise Not Renewed                                                    |
| Paul Kim<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                                     | 27830 Bradley Road<br>Menifee, California 92586<br>(951) 672-4971                       | June, 2025-Franchise Office Sold                                                   |
| Susan Mozayani<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                               | 440 Ignacio Boulevard<br>Novato, California 94949<br>(415) 883-9888                     | November, 2025 Franchise Office Sold                                               |
| Charolette A. Barnes<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                         | 1688 N. Perris Blvd, Suite L5<br>Perris, California 92571<br>(951) 940-8100             | January, 2025-Franchise Office Closed                                              |
| Ann Miyamura<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                                 | 10921 Olson Drive<br>Rancho Cordova, California 95670<br>(916) 635-1823                 | July, 2025-Franchise Not Renewed                                                   |
| Juliane Lee<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                                  | 8112 Milliken Ave., Suite 103-1<br>Rancho Cucamonga, California 91730<br>(909) 466-7599 | August, 2025-VS Termination                                                        |

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| Jaehoon Lee<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                                    | 71956 Magnesia Falls Drive<br>Rancho Mirage, California 92270<br>(760) 674-8806            | August, 2025-VS Termination                                                               |
| Jaehoon Lee<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                                    | 9990 Alabama St., Suite B<br>Redlands, California 92374<br>(617) 233-4847                  | August, 2025-VS Termination                                                               |
| Thomas Wing<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                                    | 6320 Mack Road<br>Sacramento, California 95823<br>(916) 421-3986                           | February, 2025-Franchise Office<br>Sold. New Owner did not<br>continue with Vision Source |
| Albert Mar<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                                     | 6320 Mack Road<br>Sacramento, California 95823<br>(916) 421-3986                           | February, 2025-Franchise Office<br>Sold. New Owner did not<br>continue with Vision Source |
| Kingman Louie<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                                  | 7215 Florin Mall Drive<br>Sacramento, CA 95823<br>(916) 421-3500                           | May, 2025-Franchise Office<br>Closed                                                      |
| Janice Lau & Thanh Nguyen<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                      | 12650 Sabre Springs Parkway, Suite<br>203<br>San Diego, California 92128<br>(858) 748-1265 | May, 2025-Franchise Office Sold.<br>New Owner did not continue<br>with Vision Source      |
| Stephanie Joo<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                                  | 1035 S. De Anza Blvd., Suite 1<br>San Jose, California 95129<br>(408) 446-5533             | August, 2025-18 Month Opt-Out                                                             |
| Phuong Pham<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                                    | 173 N. Morrison Avenue, Suite B<br>San Jose, California 95126<br>(408) 372-7647            | August, 2025-Franchise Not<br>Renewed                                                     |
| Victor Child<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                                   | 14550 Mono Way<br>Sonora, California 95370<br>(209) 532-7192                               | January, 2025-Franchise Office<br>Closed                                                  |
| John Zeiter, John Caqzano, Joseph T.<br>Zeiter, Richard Wong, Joseph E. Zeiter<br>(Home Address Unknown)<br>(Home Phone Unknown) | 255 East Weber Avenue<br>Stockton, California 95242<br>(209) 466-5566                      | May, 2025-Franchise Not<br>Renewed                                                        |
| John Zeiter, John Caqzano, Joseph T.<br>Zeiter, Richard Wong, Joseph E. Zeiter<br>(Home Address Unknown)<br>(Home Phone Unknown) | 1801 East March Lane, Suite C-350<br>Stockton, California 95210<br>(209) 951-1178          | May, 2025-Franchise Not<br>Renewed                                                        |
| Patricia Ebright<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                               | 127 Hospital Drive, Suite 201<br>Vallejo, California 94589<br>(707) 554-3101               | August, 2025-Franchise Not<br>Renewed                                                     |
| Juliane Lee<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                                    | 14309 Bear Valley Rd., Suite B<br>Victorville, California 92392<br>(760) 955-4000          | August, 2025-VS Termination                                                               |
| Danielle Gloster, Bryson Knight<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                | 700 South Buckley Road, Unit K<br>Aurora, Colorado 80017<br>(720) 762-4290                 | January, 2025-18 Month Opt-Out                                                            |

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| Philip Wren<br>(Home Address Unknown)<br>(Home Phone Unknown)                       | 6545 Gunpark Drive, Suite 250<br>Boulder, Colorado 80301<br>(303) 530-1973          | October, 2025 Franchise Office Sold                                                 |
| Philip Wren<br>(Home Address Unknown)<br>(Home Phone Unknown)                       | 520 Zang Street, Suit I<br>Broomfield, Colorado 80021<br>(720) 887-6066             | October, 2025 Franchise Office Sold                                                 |
| Philip Wren<br>(Home Address Unknown)<br>(Home Phone Unknown)                       | 5026 East Hampden Avenue<br>Denver, Colorado 80222<br>(303) 756-5900                | October, 2025 Franchise Office Sold                                                 |
| Philip Wren<br>(Home Address Unknown)<br>(Home Phone Unknown)                       | 6460 East Yale Avenue<br>Denver, Colorado 80301<br>(720) 316-7739                   | October, 2025 Franchise Office Sold                                                 |
| Matt Burgess; Caitlin Campbell<br>(Home Address Unknown)<br>(Home Phone Unknown)    | 2977 Main Avenue, Suite A<br>Durango, Colorado 81301<br>(970) 382-8790              | February, 2025-Franchise Not Renewed                                                |
| Robert Stanga<br>(Home Address Unknown)<br>(Home Phone Unknown)                     | 11757 W. Ken Caryl Ave., Unit L<br>Littleton, Colorado 80127<br>(303) 904-4555      | February, 2025-Franchise Office Sold. New Owner did not continue with Vision Source |
| Michael Fregger<br>(Home Address Unknown)<br>(Home Phone Unknown)                   | 17 Racetrack Road, NW, Suite A<br>Ft. Walton Beach, Florida 32547<br>(850) 862-9595 | September, 2025 Franchise Office Sold                                               |
| John Sheldon<br>(Home Address Unknown)<br>(Home Phone Unknown)                      | 6400 Overseas Highway<br>Marathon, Florida 33050<br>(305) 743-2020                  | August, 2025-Franchise Not Renewed                                                  |
| Arnaldo Carmouze<br>(Home Address Unknown)<br>(Home Phone Unknown)                  | 5786 South West 8th Street<br>Miami, Florida 33144<br>(305) 262-7273                | October, 2025 Franchise Office Closed                                               |
| Miriam Turner; James Beverly, III<br>(Home Address Unknown)<br>(Home Phone Unknown) | 635 Pio Nono Avenue<br>Macon, Georgia 31204<br>(478) 803-0001                       | January, 2025-Franchise Not Renewed                                                 |
| Jinen Shah<br>(Home Address Unknown)<br>(Home Phone Unknown)                        | 1100 Johnson Ferry Rd., Suite 395<br>Marietta, Georgia 30068<br>(678) 263-2226      | June, 2025-Franchise Not Renewed                                                    |
| Nacondus Gamble<br>(Home Address Unknown)<br>(Home Phone Unknown)                   | 175 South Railroad Street<br>Pembroke Georgia 31321<br>(912) 653-3937               | September, 2025-Franchise Not Renewed                                               |
| Ira Fujisaki<br>(Home Address Unknown)<br>(Home Phone Unknown)                      | 850 Kamehameha, Suite 166<br>Pearl City, Hawaii 96782<br>(808) 455-1922             | April, 2025-Franchise Office Closed                                                 |
| Michael Kruger<br>(Home Address Unknown)<br>(Home Phone Unknown)                    | 201 10th Street<br>Ames, Iowa 50010<br>(515) 232-3451                               | February, 2025-Franchise Not Renewed                                                |
| Michael Bush<br>(Home Address Unknown)<br>(Home Phone Unknown)                      | 3017 West Avenue<br>Burlington, Iowa 52601<br>(319) 752-1400                        | November, 2025 Franchise Office Sold                                                |

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| Michael Kruger<br>(Home Address Unknown)<br>(Home Phone Unknown)             | 2600 Grand Avenue, Suite 202<br>Des Moines, Iowa 50312<br>(515) 243-1667       | February, 2025-Franchise Not<br>Renewed                                              |
| Jon Judisch<br>(Home Address Unknown)<br>(Home Phone Unknown)                | 1800-1/2 West Main Street<br>Gowrie, Iowa 50543<br>(515) 352-3881              | May, 2025-Franchise Office<br>Closed                                                 |
| Matthew Radke<br>(Home Address Unknown)<br>(Home Phone Unknown)              | 116 East Broadway Street<br>Paullina, Iowa 51046<br>(712) 448-2195             | June, 2025-Franchise Not<br>Renewed                                                  |
| Matthew Radke<br>(Home Address Unknown)<br>(Home Phone Unknown)              | 928 3rd Avenue<br>Sheldon, Iowa 51201<br>(712) 324-2552                        | June, 2025-Franchise Not<br>Renewed                                                  |
| Lance Fagan<br>(Home Address Unknown)<br>(Home Phone Unknown)                | 1801 North 3rd Street<br>Coeur d'Alene, Idaho 83814<br>(208) 667-1591          | May, 2025-Franchise Office<br>Closed                                                 |
| Peter Mueller<br>(Home Address Unknown)<br>(Home Phone Unknown)              | 2620 West 83rd Street<br>Darien, Illinois 60561<br>(630) 985-2202              | March, 2025-Franchise Not<br>Renewed                                                 |
| Jack Gardner<br>(Home Address Unknown)<br>(Home Phone Unknown)               | 1212 S. Naper Blvd., Suite 114<br>Naperville, Illinois 60540<br>(630) 357-6662 | February, 2025-Franchise Office<br>Sold. New Owner assigned a new<br>office ID       |
| Shawn Mallady<br>(Home Address Unknown)<br>(Home Phone Unknown)              | 5950 Fairview Road, Suite 708<br>Charlotte, North Carolina<br>(704) 800-5230   | January, 2025-Franchise Office<br>Closed                                             |
| Scott Lehman, Scott Bixler<br>(Home Address Unknown)<br>(Home Phone Unknown) | 305 US 27 South<br>Berne, Indiana 46711<br>(260) 589-2020                      | August, 2025-Franchise Not<br>Renewed                                                |
| Melissa Bourland<br>(Home Address Unknown)<br>(Home Phone Unknown)           | 101 Beverly Drive, Suite C<br>Chesterton, Indiana 46304<br>(219) 728-3937      | May, 2025-Franchise Office Sold.<br>New Owner did not continue<br>with Vision Source |
| Gordon Boyd<br>(Home Address Unknown)<br>(Home Phone Unknown)                | 1485 South Grant Avenue<br>Crawfordsville, Indiana 47933<br>(765) 362-3209     | November, 2025 Franchise Office<br>Sold                                              |
| Tim Birtwhistle<br>(Home Address Unknown)<br>(Home Phone Unknown)            | 8890 East 116th Street, Suite 190<br>Fishers, Indiana 46038<br>(317) 913-0700  | December, 2025 Franchise Office<br>Sold                                              |
| Brandon Armstrong<br>(Home Address Unknown)<br>(Home Phone Unknown)          | 2020 IN-135, Suite 300<br>Greenwood, Indiana 46143<br>(317) 887-2800           | July, 2025 Franchise Office Sold                                                     |
| Tim Birtwhistle<br>(Home Address Unknown)<br>(Home Phone Unknown)            | 3902 East 82nd Street<br>Indianapolis, Indiana 46240<br>(317) 595-8855         | December, 2025 Franchise Office<br>Sold                                              |
| Jorge Benavente<br>(Home Address Unknown)<br>(Home Phone Unknown)            | 9175 Calumet Avenue<br>Munster, Indiana 46321<br>(219) 836-7800                | September, 2025-Franchise Not<br>Renewed                                             |

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| Darla Sacopulos<br>(Home Address Unknown)<br>(Home Phone Unknown)      | 26 North Brown Avenue<br>Terre Haute, Indiana 47803<br>(812) 872-2020                       | December, 2025 Franchise Office Sold                                               |
| Jeremy McMeen<br>(Home Address Unknown)<br>(Home Phone Unknown)        | 104 North Commercial Street<br>Mankato, Kansas 66956<br>(785) 378-3220                      | November, 2025-Franchise Not Renewed                                               |
| Charles Davidson<br>(Home Address Unknown)<br>(Home Phone Unknown)     | 1824 North Main Street<br>Hazard, Kentucky 41701<br>(606) 217-0920                          | June, 2025-VS Termination                                                          |
| Daniel Bowersox<br>(Home Address Unknown)<br>(Home Phone Unknown)      | 3701 Hopewell Road, Suite 900<br>Louisville, Kentucky 40299<br>(502) 398-3937               | January, 2025-Franchise Office Sold. New Owner did not continue with Vision Source |
| Daniel Bowersox<br>(Home Address Unknown)<br>(Home Phone Unknown)      | 403 Washington Street<br>Shelbyville, Kentucky 40065<br>(502) 647-3937                      | January, 2025-Franchise Office Sold. New Owner did not continue with Vision Source |
| James Connor<br>(Home Address Unknown)<br>(Home Phone Unknown)         | 2180 North Causeway Boulevard,<br>Suite 10<br>Mandeville, Louisiana 70471<br>(985) 202-5626 | November, 2025-Franchise Not Renewed                                               |
| Lindsey McCauley<br>(Home Address Unknown)<br>(Home Phone Unknown)     | 788 US-171<br>Moss Bluff, Louisiana 70611<br>(337) 478-2020                                 | April, 2025-Franchise Not Renewed                                                  |
| Lacy Shaw<br>(Home Address Unknown)<br>(Home Phone Unknown)            | 5504 Shreveport Highway<br>Pineville, Louisiana 71360<br>(318) 640-3309                     | February, 2025-Franchise Office Closed                                             |
| Christine Davis<br>(Home Address Unknown)<br>(Home Phone Unknown)      | 5848 Line Avenue<br>Shreveport, Louisiana 71106<br>(318) 865-0017                           | January, 2025-18 Month Opt-Out                                                     |
| Ann-Wha Jennifer Wei<br>(Home Address Unknown)<br>(Home Phone Unknown) | 1355 Main Street<br>Holden, Massachusetts 01520<br>(508) 829-6731                           | February, 2025-Franchise Office Closed                                             |
| Jennifer Lambart<br>(Home Address Unknown)<br>(Home Phone Unknown)     | 55021 M 51<br>Dowagiac, Michigan 49047<br>(269) 782-3476                                    | April, 2025-Franchise Not Renewed                                                  |
| Jennifer Lambart<br>(Home Address Unknown)<br>(Home Phone Unknown)     | 69001 M 62, Suite E<br>Edwardsburg, Michigan 49112<br>(269) 414-4492                        | April, 2025-Franchise Not Renewed                                                  |
| Andrew Schmitzer<br>(Home Address Unknown)<br>(Home Phone Unknown)     | 11973 Sweetwater Dr., Suite B<br>Grand Ledge, Michigan 48837<br>(517) 622-2020              | April, 2025-Franchise Office Sold. New Owner did not continue with Vision Source   |
| Roxanne Pollard<br>(Home Address Unknown)<br>(Home Phone Unknown)      | 221 South Bridge Street<br>Grand Ledge, Michigan 48837<br>(517) 236-7090                    | August, 2025-Franchise Not Renewed                                                 |

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| Jay Crank<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                         | 2350 32nd Street<br>Kentwood, Michigan 49508<br>(616) 243-0007                   | November, 2025-Franchise Not Renewed   |
| Jennifer Lambart<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                  | 314 S. US Highway 131, Suite B<br>Three Rivers, Michigan 49093<br>(269) 273-8588 | April, 2025-Franchise Not Renewed      |
| LaMar Gunnarsonm, Kay Gunnarson<br>(Home Address Unknown)<br>(Home Phone Unknown)                                   | 2210 Highway 29 South<br>Alexandria, Minnesota 56308<br>(320) 219-6543           | September, 2025 Franchise Office Sold  |
| Lauren Haverly<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                    | 272 Snelling Ave. S., Suite 300<br>Saint Paul, Minnesota 55105<br>(651) 369-7833 | March, 2025-Franchise Not Renewed      |
| R. Lane Nutt<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                      | 1111 East Cambridge Street<br>Bolivar, Missouri 65613<br>(417) 326-6001          | February, 2025-Franchise Office Closed |
| Mark Curtis, Krystal Matson, Virginia Manuel<br>(Home Address Unknown)<br>(Home Phone Unknown)                      | 108 NE Second Street, Suite 1<br>Concordia, Missouri 64020<br>(660) 463-7915     | February, 2025-18 Month Opt-Out        |
| Ryne Wood, Laura Evans, Kory Thoma, Jeremey Dohogne, & Jacob Leet<br>(Home Address Unknown)<br>(Home Phone Unknown) | 6 Court Square<br>Fredericktown, Missouri 63645<br>(573) 783-2251                | May, 2025-Franchise Office Closed      |
| Mark Curtis, Krystal Matson, Virginia Manuel<br>(Home Address Unknown)<br>(Home Phone Unknown)                      | 217 South College Street<br>Richmond, Missouri 64085<br>(816) 776-2900           | January, 2025-Franchise Office Closed  |
| Mark Curtis, Krystal Matson, Virginia Manuel<br>(Home Address Unknown)<br>(Home Phone Unknown)                      | 608 North Maguire Street<br>Warrensburg, Missouri 64093<br>(660) 747-7300        | February, 2025-18 Month Opt-Out        |
| Jeffrey Squire<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                    | 1425 West Main Street, Unit B<br>Bozeman, Montana 59715<br>(406) 586-2173        | August, 2025 Franchise Office Sold     |
| Lesley Brooks<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                     | 825-B Merrimon Avenue<br>Asheville, North Carolina 28804<br>(828) 236-0099       | June, 2025-18 Month Opt-Out            |
| Matt Vizithum, Jason Chow<br>(Home Address Unknown)<br>(Home Phone Unknown)                                         | 200 West Weaver Street<br>Carrboro, North Carolina 27510<br>(919) 968-6300       | September, 2025 Franchise Office Sold  |
| Matt Vizithum, Jason Chow<br>(Home Address Unknown)<br>(Home Phone Unknown)                                         | 861 Willow Drive, Suite 2<br>Chapel Hill, North Carolina 27514<br>(919) 929-7111 | September, 2025 Franchise Office Sold  |
| Ariel Cerenzie<br>(Home Address Unknown)<br>(Home Phone Unknown)                                                    | 5950 Fairview Road, Suite 708<br>Charlotte, North Carolina<br>(704) 800-5230     | January, 2025-18 Month Opt-Out         |



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| Jo'Ann Todd<br>(Home Address Unknown)<br>(Home Phone Unknown)                       | 1122 North Breazeale Avenue<br>Mount Olive, North Carolina<br>(919) 658-2020        | August, 2025-Franchise Not<br>Renewed                                                     |
| Joshua Meske<br>(Home Address Unknown)<br>(Home Phone Unknown)                      | 1100 North Broadway, Suite 110<br>Minot, North Dakota 58703<br>(701) 852-2020       | May, 2025-Franchise Office Sold.<br>New Owner did not continue<br>with Vision Source      |
| Melissa Hjelden<br>(Home Address Unknown)<br>(Home Phone Unknown)                   | 603 1st Street North<br>New Town, North Dakota 58763<br>(701) 627-3036              | February, 2025-Franchise Office<br>Closed                                                 |
| Jeremy McMeen<br>(Home Address Unknown)<br>(Home Phone Unknown)                     | 358 North Central Avenue<br>Superior, Nebraska 68978<br>(402) 879-3233              | November, 2025-Franchise Not<br>Renewed                                                   |
| Marilynn Acker<br>(Home Address Unknown)<br>(Home Phone Unknown)                    | 121 Main Street<br>Jaffrey, New Hampshire<br>(603) 532-8835                         | January, 2025-Franchise Office<br>Sold. New Owner did not<br>continue with Vision Source  |
| Dale Stein, Wayne Goldschneider<br>(Home Address Unknown)<br>(Home Phone Unknown)   | 901 Route 168, Suite 409-410<br>Blackwood, New Jersey 08012<br>(856) 352-0815       | March, 2025-Franchise Office<br>Sold. New Owner did not<br>continue with Vision Source    |
| Edward Harmer<br>(Home Address Unknown)<br>(Home Phone Unknown)                     | 43 Orchard Street<br>Carteret, New Jersey 07008<br>(732) 541-8222                   | June, 2025-Franchise Office<br>Closed                                                     |
| Charles Fitzpatrick, Alan Siedman<br>(Home Address Unknown)<br>(Home Phone Unknown) | 2432 Route 38<br>Cherry Hill, New Jersey 08002<br>(856) 482-2933                    | July, 2025-Franchise Not<br>Renewed                                                       |
| Sonal Patel, Saurin Patel<br>(Home Address Unknown)<br>(Home Phone Unknown)         | 29 Scotch Road<br>Ewing, New Jersey 08628<br>(609) 883-6500                         | April, 2025-Franchise Office Sold.<br>New Owner did not continue<br>with Vision Source    |
| Matt Esperon<br>(Home Address Unknown)<br>(Home Phone Unknown)                      | 302 Union Street, 2nd Floor<br>Hackensack, New Jersey 07601<br>(201) 654-0602       | November, 2025 Franchise Office<br>Sold                                                   |
| Josephine Ngong-tawe<br>(Home Address Unknown)<br>(Home Phone Unknown)              | 454 Elizabeth Avenue, Suite 220<br>Somerset, New Jersey 08873<br>(732) 412-7328     | June, 2025-Franchise Office Sold.<br>New Owner did not continue<br>with Vision Source     |
| Juliane Lee<br>(Home Address Unknown)<br>(Home Phone Unknown)                       | 6225 South Durango Drive<br>Las Vegas, Nevada 89113<br>(725) 735-8030               | August, 2025-VS Termination                                                               |
| Rachel McCann<br>(Home Address Unknown)<br>(Home Phone Unknown)                     | 1660 Western Avenue<br>Albany, New York 12203<br>(518) 218-7970                     | February, 2025-Franchise Office<br>Closed                                                 |
| David Girardi<br>(Home Address Unknown)<br>(Home Phone Unknown)                     | 824 Franklin Park Drive, Suite B<br>East Syracuse, New York 13057<br>(315) 446-1288 | February, 2025-Franchise Office<br>Sold. New Owner did not<br>continue with Vision Source |
| Michael Madigan, Maria Gibbons<br>(Home Address Unknown)<br>(Home Phone Unknown)    | 454 Warren Street<br>Hudson, New York 12534<br>(518) 828-0215                       | September, 2025 Franchise<br>Office Sold                                                  |

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| Rocco Loccisano<br>(Home Address Unknown)<br>(Home Phone Unknown)                | 400 Troy Schenectady Road<br>Latham, New York 12110<br>(518) 785-7891                  | November, 2025 Franchise Office<br>Sold                                                   |
| Michael Waterman<br>(Home Address Unknown)<br>(Home Phone Unknown)               | 8374 Seneca Turnpike<br>New Hartford, New York 13413<br>(315) 797-9091                 | February, 2025-Franchise Office<br>Sold. New Owner did not<br>continue with Vision Source |
| Michael Madigan, Maria Gibbons<br>(Home Address Unknown)<br>(Home Phone Unknown) | 6805 Route 9, Suite 27,<br>Astor Square<br>Rhinebeck, New York 12572<br>(845) 876-2222 | September, 2025 Franchise<br>Office Sold                                                  |
| Gregory Gachowski<br>(Home Address Unknown)<br>(Home Phone Unknown)              | 82 Park Street<br>Tupper Lake, New York 12986<br>(518) 359-2161                        | August, 2025 Franchise Office<br>Closed                                                   |
| Peter Mogyordy<br>(Home Address Unknown)<br>(Home Phone Unknown)                 | 27311 Wolf Road<br>Bay Village, Ohio 44140<br>(440) 871-0036                           | February, 2025-Franchise Office<br>Closed                                                 |
| Jonathan D. Tschanz<br>(Home Address Unknown)<br>(Home Phone Unknown)            | 1265 West Market Street<br>Germantown, Ohio 45327<br>(937) 855-4121                    | September, 2025-Franchise Not<br>Renewed                                                  |
| Tyson Allard<br>(Home Address Unknown)<br>(Home Phone Unknown)                   | 565 South 30th Street<br>Clinton, Oklahoma 73601<br>(580) 323-5421                     | July, 2025-All in All out                                                                 |
| Michael Brian<br>(Home Address Unknown)<br>(Home Phone Unknown)                  | 900 West Main Street<br>Henryetta, Oklahoma 74437<br>(918) 652-2345                    | March, 2025-Franchise Office<br>Closed                                                    |
| Chris Chenoweth<br>(Home Address Unknown)<br>(Home Phone Unknown)                | 145 Bill Phelps Boulevard<br>Manford, Oklahoma 74044<br>(918) 865-2116                 | March, 2025-Franchise Office<br>Closed                                                    |
| Tamatha Holt<br>(Home Address Unknown)<br>(Home Phone Unknown)                   | 1104 Dewey Avenue<br>Poteau, Oklahoma 74953<br>(918) 649-0524                          | August, 2025-Franchise Not<br>Renewed                                                     |
| Tyson Allard<br>(Home Address Unknown)<br>(Home Phone Unknown)                   | 129 North Bradley Street<br>Weatherford, Oklahoma 73096<br>(580) 772-3232              | July, 2025-Franchise Not<br>Renewed                                                       |
| Kyle Palmer<br>(Home Address Unknown)<br>(Home Phone Unknown)                    | 17510 Provost Street, Suite 103<br>Lake Oswego, Oregon 97034<br>(971) 356-0848         | March, 2025-18 Month Opt-Out                                                              |
| Edward Savarno<br>(Home Address Unknown)<br>(Home Phone Unknown)                 | 170 Finley Road, Suite 3B<br>Belle Vernon, Pennsylvania 15012<br>(724) 930-8250        | April, 2025-Franchise Not<br>Renewed                                                      |
| James Paulson<br>(Home Address Unknown)<br>(Home Phone Unknown)                  | 1272 Liberty Street<br>Franklin, Pennsylvania 16323<br>(814) 432-2825                  | January, 2025-Franchise Not<br>Renewed                                                    |

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| James Paulson<br>(Home Address Unknown)<br>(Home Phone Unknown)                      | 830 Market Street<br>Meadville, Pennsylvania 16335<br>(814) 724-2700                         | January, 2025-Franchise Not Renewed                                                |
| Karen Wrigley<br>(Home Address Unknown)<br>(Home Phone Unknown)                      | 1919 Chestnut Steet<br>Philadelphia, Pennsylvania 19103<br>(215) 563-8440                    | July, 2025-Franchise Office Sold                                                   |
| James Paulson<br>(Home Address Unknown)<br>(Home Phone Unknown)                      | 416 Market Street<br>Warren, Pennsylvania 16365<br>(814) 723-2283                            | January, 2025-Franchise Not Renewed                                                |
| James Paulson<br>(Home Address Unknown)<br>(Home Phone Unknown)                      | 2160 East State Street<br>Hermitage, Pennsylvania 16148<br>(724) 346-5516                    | January, 2025-Franchise Not Renewed                                                |
| Cynthia Yeager<br>(Home Address Unknown)<br>(Home Phone Unknown)                     | 27 South Pleasantburg Drive, Suite 120<br>Greenville, South Carolina 29607<br>(864) 235-8778 | June, 2025-Franchise Not Renewed                                                   |
| Scott Oliver<br>(Home Address Unknown)<br>(Home Phone Unknown)                       | 406 Wilson Street North<br>Rock Hill, South Carolina 29730<br>(803) 327-1181                 | April, 2025-Franchise Not Renewed                                                  |
| Chad Carlsson<br>(Home Address Unknown)<br>(Home Phone Unknown)                      | 710 Hopewell Drive, Suite 106<br>Charleston, South Carolina 29492<br>(843) 543-6333          | January, 2025-18 Month Opt-Out                                                     |
| Scott Nebel<br>(Home Address Unknown)<br>(Home Phone Unknown)                        | 105 North Earle Street<br>Walhalla, South Carolina 29691<br>(864) 638-9505                   | July, 2025-18 Month Opt-Out                                                        |
| William Jones<br>(Home Address Unknown)<br>(Home Phone Unknown)                      | 3343 Aspen Grove Dr., Suite 200<br>Franklin, Tennessee 37067<br>(615) 771-7388               | September, 2025 Franchise Office Sold                                              |
| Donald Hopper<br>(Home Address Unknown)<br>(Home Phone Unknown)                      | 1629 South Highland Avenue<br>Jackson, Tennessee 38301<br>(731) 424-3100                     | February, 2025-Franchise Office Closed                                             |
| Joseph McGowan<br>(Home Address Unknown)<br>(Home Phone Unknown)                     | 2110 Slaughter Lane, Suite 123<br>Austin, Texas 78748<br>(512) 280-0520                      | June, 2025-Franchise Not Renewed                                                   |
| Jo Robin Harris-Szabo<br>(Home Address Unknown)<br>(Home Phone Unknown)              | 14700 FM 2100, Suite 3<br>Crosby, Texas 77532<br>(281) 328-2020                              | January, 2025-Franchise Office Sold. New Owner did not continue with Vision Source |
| Timothy Milburn, Annamarie Milburn<br>(Home Address Unknown)<br>(Home Phone Unknown) | 7932 Preston Road, Suite 100<br>Frisco, Texas 75034<br>(214) 494-6000                        | February, 2025-18 Month Opt-Out                                                    |

|                                                                                      |                                                                                                     |                                                                                          |
|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| Karley Woodrich, Garrett Wentz<br>(Home Address Unknown)<br>(Home Phone Unknown)     | 4015 84th Street<br>Lubbock, Texas 79423<br>(806) 798-2020                                          | April, 2025-Franchise Not<br>Renewed                                                     |
| Brian Nichols<br>(Home Address Unknown)<br>(Home Phone Unknown)                      | 2001 W. Ferguson Rd., Suite 2020<br>Mount Pleasant, Texas 75455<br>(903) 572-1991                   | August, 2025 Franchise Office<br>Sold                                                    |
| Mark Allen<br>(Home Address Unknown)<br>(Home Phone Unknown)                         | 101 Tyson Street<br>New Boston, Texas 75570<br>(903) 628-5555                                       | September, 2025 Franchise<br>Office Closed                                               |
| Ghada Abdallah<br>(Home Address Unknown)<br>(Home Phone Unknown)                     | 1010 Old Austin-Hutto Road,<br>Building 1, Suite 100<br>Pflugerville, Texas 78660<br>(512) 252-7075 | January, 2025-Franchise Office<br>Sold. New Owner did not<br>continue with Vision Source |
| Timothy Milburn, Annamarie Milburn<br>(Home Address Unknown)<br>(Home Phone Unknown) | 4160 West Spring Creek Parkway,<br>Suite 100<br>Plano, Texas 75024<br>(972) 612-2099                | February, 2025-18 Month Opt-<br>Out                                                      |
| Deborah Moon<br>(Home Address Unknown)<br>(Home Phone Unknown)                       | 4012 Preston Road, Suite 500<br>Plano, Texas 75093<br>(972) 985-3638                                | May, 2025-Franchise Not<br>Renewed                                                       |
| Hiadeh Karimi<br>(Home Address Unknown)<br>(Home Phone Unknown)                      | 7920 Preston Road, Suite 200<br>Plano, Texas 75024<br>(214) 387-4134                                | June, 2025-VS Termination                                                                |
| Jenny Fan<br>(Home Address Unknown)<br>(Home Phone Unknown)                          | 708 East 15th Street, Suite A<br>Plano, Texas 75074<br>(972) 509-8555                               | August, 2025 Franchise Office<br>Sold                                                    |
| Jo Robin Harris-Szabo<br>(Home Address Unknown)<br>(Home Phone Unknown)              | 23128 FM 1314, Suite A<br>Porter, Texas 77365<br>(281) 354-0900                                     | February, 2025-All in All out                                                            |
| Angela Offoegbu<br>(Home Address Unknown)<br>(Home Phone Unknown)                    | 19739 IH-10 West, Suite 112<br>San Antonio, Texas 78257<br>(210) 361-7720                           | June, 2025-Franchise Not<br>Renewed                                                      |
| Dennis Cave, Jason Cave<br>(Home Address Unknown)<br>(Home Phone Unknown)            | 303 37th Street<br>Snyder, Texas 79549<br>(325) 573-5571                                            | February, 2025-Franchise Not<br>Renewed                                                  |
| Travis Loven<br>(Home Address Unknown)<br>(Home Phone Unknown)                       | 190 North New Road<br>Waco, Texas 76710<br>(254) 399-9979                                           | May, 2025-Franchise Not<br>Renewed                                                       |
| Ian Whipple<br>(Home Address Unknown)<br>(Home Phone Unknown)                        | 1741 North 200 West, Suite 7<br>Farr West, Utah 84404<br>(801) 731-5558                             | July, 2025-Franchise Office Sold                                                         |
| Ian Whipple<br>(Home Address Unknown)<br>(Home Phone Unknown)                        | 5331 South Adams Avenue<br>Parkway<br>Ogden, Utah 84405<br>(801) 479-7850                           | July, 2025-Franchise Office Sold                                                         |

|                                                                                   |                                                                                   |                                           |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------|
| W. Craig Poulter<br>(Home Address Unknown)<br>(Home Phone Unknown)                | 10372 South Redwood Road<br>South Jordan, Utah 84095<br>(801) 253-1374            | May, 2025-Franchise Office<br>Closed      |
| Paul Bruderer<br>(Home Address Unknown)<br>(Home Phone Unknown)                   | 2782 South 5600 West, Suite 101<br>West Valley City, Utah 84120<br>(801) 969-9999 | September, 2025 Franchise<br>Office Sold  |
| Sami Khaldieh<br>(Home Address Unknown)<br>(Home Phone Unknown)                   | 2539 John Milton Drive<br>Herndon, Virginia 20171<br>(703) 239-6633               | February, 2025-18 Month Opt-<br>Out       |
| Eric Nilsen<br>Alexandra Nilsen<br>(Home Address Unknown)<br>(Home Phone Unknown) | 1660 Anderson Highway<br>Powhatan, Virginia 23139<br>(804) 897-3334               | December, 2025 Franchise Office<br>Sold   |
| Eric Nilsen<br>Alexandra Nilsen<br>(Home Address Unknown)<br>(Home Phone Unknown) | 601 North Courthouse Road<br>Richmond, Virginia 23236<br>(804) 858-2020           | December, 2025 Franchise Office<br>Sold   |
| Larry Carr<br>(Home Address Unknown)<br>(Home Phone Unknown)                      | 214 Washington Street<br>St. Marys, West Virginia 26170<br>(304) 684-2491         | January, 2025-Franchise Not<br>Renewed    |
| Jenning Voss<br>(Home Address Unknown)<br>(Home Phone Unknown)                    | 168-US-89, Suite D<br>Alpine, Wyoming 83118<br>(307) 885-3975                     | February, 2025-Franchise Office<br>Closed |

## **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.

##### **Item 17. Additional Disclosures.**

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 franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of Franchisor's intent not to renew the franchise.

(e) A provision that permits the Franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state. **[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 SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

### **Item 3. Additional Disclosures**

Except as described in Item 3:

With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

#### **Item 17. Additional Disclosures**

Items 17(c) and 17(m) include the following language: However, to the extent required by applicable law, all rights you enjoy and any 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 shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

In addition to the provisions described in Item 17(d), You may terminate the agreement on any grounds available by law.

The following is added to the end of the “Summary” sections of Item 17(v), titled “Choice of forum,” and Item 17(w), titled “Choice of law”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

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.

#### **Item 22. Additional Disclosures**

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

#### **Item 23. Additional Disclosures:**

Receipts – Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y.

Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

### **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, or any rule or order thereunder, 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 or mediation involving a franchise purchased in Washington, the arbitration or mediation site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, you may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

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

# EXHIBITS K1 & K2

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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

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, if an individual dies or becomes disabled and a suitable replacement 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.
- (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.

- (l) 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, NC1-026-06-06, 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 ("Electronic Copy"), 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; (l) "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 guaranties 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 Obligor 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.

Borrower:

**Borrower Name**

Here/

By: DO NOT EXECUTE  
Signer, Title

## GUARANTY

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.
- (l) 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**

By: DO NOT EXECUTE  
Signer, Title

Notice Address:  
TBD

***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 [bankofamerica.com/privacy](http://bankofamerica.com/privacy) 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.

## PROMISSORY NOTE AND SECURITY AGREEMENT

**DATE AND PARTIES.** The date of this Promissory Note and Security Agreement (Loan Agreement) is \_\_\_\_\_. The parties and their addresses are:

**LENDER:** \_\_\_\_\_

**BORROWER:** \_\_\_\_\_

1. **DEFINITIONS.** As used in this Loan Agreement, the terms have the following meanings:

- A. **Pronouns.** 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.
- B. **Loan Agreement.** Loan Agreement refers to this combined Note and Security Agreement, and any extensions, renewals, modifications, and substitutions of this Loan Agreement.
- C. **Loan.** 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.
- E. **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. **PROMISE TO PAY.** For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of \$\_\_\_\_\_ (Principal plus Interest) from \_\_\_\_\_ on the unpaid Principal balance until this Loan Agreement matures or this obligation is accelerated.

3. **INTEREST.** 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.
- B. **Maximum Interest Amount.** 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. **Statutory Authority.** 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. **ADDITIONAL 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. **REMEDIAL CHARGES.** In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and 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. **PAYMENT.** 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 interest 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. **PREPAYMENT.** 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 were 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 \_\_\_\_\_.
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 of filing with the IRS; and Personal Federal Tax Returns for \_\_\_\_\_ to be submitted within 30 days of filing with the IRS.
10. **SECURITY.** The Loan is secured by Property described in the SECURITY AGREEMENT section, and by separate security instruments 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 fail 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 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.

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 software used in the 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 Property 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 and 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 full value without your written permission. Until you tell me 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 are 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 fail 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, file, 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 to 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 all actual costs 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 insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me or, 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 my business, including ownership, management, and financial conditions.
- O. **Insecurity.** You determine in good faith that a material adverse change 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 sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as 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 law, 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 or 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, unless such waiver is in writing and is signed by you.
- C. **Waiver of Claim.** I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.
15. **REMEDIES.** After I default, you may at your 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 set-off. This means you may set-off any 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 and 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 sent 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 expenses 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 as 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 and 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 loan 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 I 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 law, are preempted by federal law. In the event of a dispute, the exclusive forum, venue and 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 fail 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, 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 expenses, 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 real property and underlying the Dispute before, during or after, 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 self-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, and understood 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 to 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. **SIGNATURES.** By signing, I agree to the terms contained in this Loan Agreement. I also acknowledge receipt of a copy of this Loan Agreement.

BORROWER:

By: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

**Exhibit L**

**HIPAA Business Associate Agreement**

## HIPAA BUSINESS ASSOCIATE AGREEMENT

**This HIPAA Business Associate Agreement ("BAA")** supplements and is made a part of the Franchise Agreement ("Agreement") by and between [FRANCHISEE] ("Covered Entity") and Vision Source, LLC ("Business Associate"), and is effective the earlier of: (a) the first date on which protected health information (as defined below) is disclosed to, or created or received by, Business Associate, or (b) April 1, 2026 (the "Effective Date"). The Covered Entity and Business Associate are referred to collectively as the "Parties" or individually as a "Party."

### RECITALS

**WHEREAS**, Business Associate has been retained to perform functions or activities that require Business Associate to have access to Protected Health Information in relation to the Covered Entity; and

**WHEREAS**, Pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Business Associate and Covered Entity desire to execute this BAA to comply with the terms of the Privacy Rule, Security Rule, and the HITECH Act (as defined below).

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

#### 1. DEFINITIONS.

Capitalized terms used but not otherwise defined in the BAA shall have the same meaning as those terms in the Privacy Rule and Security Rule.

- a. **"Breach"** shall have the meaning given to it by 45 CFR Section 164.402.
- b. **"Breach Notification Rule"** shall mean the Standards for Breach Notification for Unsecured Protected Health Information under HIPAA that is codified at 45 CFR Parts 160 and 164, subparts A and D.
- c. **"Deidentified Data"** shall have the same meaning as the term "deidentified data" in 45 CFR Section 164.514.
- d. **"Designated Record Set"** shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the Covered Entity to make decisions about Individuals. For purposes of this definition, the term "record" means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for a Covered Entity.
- e. **"Health Care Operations"** shall have the same meaning as the term "Health Care Operations" in 45 CFR Section 164.501.

- f. **"HITECH Act"** shall mean the provisions of Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009. Any reference to a section of the HITECH Act shall also include any HITECH Regulations related thereto.
- g. **"HITECH Regulations"** shall mean any regulations, rules, or guidance issued relating to the HITECH Act by the Department of Health and Human Services, including the Breach Notification Rule.
- h. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
- i. **"Privacy Officer"** shall mean the person designated by the Covered Entity to serve as its privacy official within the meaning of 45 CFR 164.530(a) and any person to whom the Privacy Officer has delegated any of his or her duties or responsibilities.
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information that is codified at 45 CFR Parts 160 and 164, subparts A and E.
- k. **"Protected Health Information" or "PHI"** or "Electronic Protected Health Information" ("ePHI") has the same meanings as those terms are defined in 45 CFR 160.103. For purposes of this BAA, PHI and ePHI shall mean any information, whether oral, written, or recorded in any form or medium: (i) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under 45 CFR Section 160.103. Protected Health Information shall be limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. **"Required By Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information under HIPAA that is codified at 45 CFR Parts 160 and 164, subparts A and C.
- o. **"Unsecured PHI"** shall mean "protected health information" as defined in 45 CFR 164.501 and 160.103 that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary, pursuant to Section 13402(h) of the HITECH Act, including guidance issued under the Breach Notification Rule.



## 2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

- a. **Permitted Uses and Disclosures.** Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this BAA or as Required By Law.

Business Associate shall not use or disclose Protected Health Information in any manner that violates the Privacy Rule or the HITECH Act.

To the extent required by the Privacy Rule, Business Associate shall only request, use and/or disclose the minimum amount of Protected Health Information necessary to accomplish the purpose of the request, use and/or disclosure. The determination of what constitutes the minimum necessary amount of Protected Health Information shall be determined in accordance with the provisions of the Privacy Rule, as amended by Section 13405(b) of the HITECH Act.

- b. **Safeguards.** Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Protected Health Information, in electronic or any other form, that it creates, receives, maintains or transmits on behalf of the Covered Entity under this BAA, in accordance with the Privacy Rule and the Security Rule to prevent the use or disclosure of Protected Health Information other than as provided for by this BAA. Business Associate shall fully comply with the Security Rule with regard to electronic Protected Health Information.
- c. **Reporting of Improper Use or Disclosure.** Business Associate agrees to report to the Covered Entity any use or disclosure of the Protected Health Information not provided for by this BAA of which it becomes aware. Business Associate shall also report any Security Incident of which it becomes aware to Covered Entity. The term "Security Incident" shall not include inconsequential incidents that occur on a daily basis, such as scans, "pings" or other unsuccessful attempts to penetrate computer networks or servers containing electronic Protected Health Information.
- d. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BAA.
- e. **Agents and Subcontractors.** Business Associate agrees to require that any agents and subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate in relation to Covered Entity agree in writing (in the form of a business associate contract) to at least as restrictive conditions and requirements that apply through this BAA to Business Associate with respect to such information, including the implementation of reasonable and appropriate measures for safeguarding Protected Health Information.
- f. **Access to Individuals.** To the extent applicable, Business Associate agrees to provide access to Protected Health Information in a Designated Record Set, to

Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR Section 164.524. Further, if an Individual requests a copy of Protected Health Information in a specific electronic format, Business Associate shall comply with such request, if readily producible, in accordance with the requirements of 45 CFR Section 164.524.

- g. **Amendments to Protected Health Information.** To the extent applicable, Business Associate agrees to make any reasonable amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR Section 164.526 at the request of Covered Entity or an Individual.
- h. **Access by Covered Entity.** Business Associate agrees to make internal practices, books and records including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with HIPAA.
- i. **Disclosure Documentation.** Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528. Business Associate agrees to provide to Covered Entity or an Individual information collected in accordance with this subsection to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- j. **Obligation Upon Breach of Unsecured PHI.** Upon Business Associate's discovery of a Breach of Unsecured PHI, Business Associate shall provide notice of the Breach to Covered Entity in accordance with the requirements of 45 CFR 164.410. The content of such written notice of the Breach shall comply with the requirements of 45 CFR Section 164.410(c). Business Associate shall reasonably cooperate with and coordinate an appropriate course of action with Covered Entity.
- k. **Delegated Obligations.** To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.
- l. **Electronic Standards, Code Sets.** If Business Associate conducts, in whole or in part, electronic transactions on behalf of Covered Entity of the type covered by HIPAA regulations, including Standards for Electronic Transactions and Electronic Code Sets, Business Associate shall comply, and shall require any of its agents or subcontractors to comply, with each applicable requirement of such regulations.

- m. **Data Use Agreement.** If Business Associate is the recipient of a ‘limited data set,’ as defined by HIPAA, or if Business Associate is engaged by Covered Entity to create a limited data set for purposes of Covered Entity's health care operations, this BAA shall also be considered to be a ‘data use agreement,’ as defined by HIPAA, that establishes the permitted uses and disclosures of the information by Business Associate as a limited data set recipient as required by HIPAA. To the extent that, and for as long as, it possesses limited data set information for or on behalf of Covered Entity, Business Associate hereby agrees to fully comply with the requirements of HIPAA with respect to limited data set information, including without limitation, 45 C.F.R. §164.514(e). The provisions of this BAA relative to PHI shall also apply to limited data set information, if any, in the possession or control of Business Associate. Limited data set information may be used or disclosed by Business Associate only for the purposes of research, public health, or health care operations of Covered Entity. Business Associate may not disclose limited data set information in a manner that would violate HIPAA if Business Associate were a covered entity thereunder. Business Associate may only disclose limited data set information to and permit the use of such information by other persons as may be agreed upon between Covered Entity and Business Associate in writing from time to time. Business Associate shall not identify or attempt to identify the Individual(s) to whom the limited data set information pertains or contact or attempt to contact the Individual(s) that Business Associate believes to be the subject of any limited data set information.

### 3. **PERMITTED USES BY BUSINESS ASSOCIATE.**

- a. **Franchise Agreement.** Except as otherwise limited in this BAA, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- b. **Other Permitted Usage.** Except as otherwise limited in this BAA, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate if the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. In addition, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR Section 164.504(e)(2)(i)(B). Business Associate may de-identify Protected Health Information and use and disclose such de-identified Protected Health Information as permitted by HIPAA.

#### 4. OBLIGATIONS OF COVERED ENTITY.

- a. **Change in Privacy Practices.** Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. **Change in right to use Protected Health Information.** Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use and disclosure of Protected Health Information.
- c. **Change in Restrictions Regarding Protected Health Information.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information. Business Associate will implement a similar restriction provided such restriction is reasonable and does not impact its ability to perform under the Agreement.

#### 5. PERMISSIBLE REQUESTS BY COVERED ENTITY.

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

#### 6. TERM AND TERMINATION.

- a. **Term.** This BAA will begin on the Effective Date, and will continue until terminated in accordance herein. This BAA will automatically terminate upon the expiration or termination of the Agreement (or such portion of the Agreement which gave rise to the requirement for this BAA).
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach of this BAA by Business Associate, Covered Entity shall provide not less than thirty (30) days written notice of its intent to terminate the BAA if Business Associate does not cure such material breach no later than the end of the written notice period. If Business Associate does not cure the breach within such time, then Covered Entity may, in its sole discretion, immediately terminate this BAA.
- c. **Effect of Termination.** The Parties agree in advance that the return or destruction of Protected Health Information will be infeasible and therefore, Business Associate shall extend the protections of this BAA to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

In the event this BAA is terminated for any reason, the Agreement will also terminate. The effective date of the Agreement termination will be the same as the effective date that this BAA terminates.

## 7. MISCELLANEOUS.

- a. **Regulatory References.** Any reference in this BAA to a section in the Privacy Rule, Security Rule, Breach Notification Rule, or HITECH Act means the section as in effect or as amended.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule, the Breach Notification Rule, or any other requirements of the HITECH Act. Notwithstanding the foregoing, if Covered Entity and Business Associate have not amended this BAA to address a law or final regulation that becomes effective after the effective date of this BAA and that is applicable to this BAA, then upon the effective date of such law or regulation (or any portion thereof) this BAA shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this BAA to be consistent with such law or regulation and for Covered Entity and Business Associate to be and remain in compliance with all applicable laws and regulations.
- c. **Survival.** The respective rights and obligations of Business Associate under Sections 2(j) and 6(c) shall survive the termination of this BAA to the extent Business Associate (or an agent of subcontractor of Business Associate) continues to maintain PHI subject to the BAA.
- d. **Interpretation; Conflict.** Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, the Breach Notification Rule, or any other requirements of the HITECH Act. In addition, to the extent this BAA, only as it relates to the Privacy Rule, the Security Rule, the Breach Notification Rule, or any other requirements of the HITECH Act and Protected Health Information, is inconsistent with the terms of the Agreement, the terms of this BAA shall govern. To the extent the Agreement conflicts with the terms of this BAA unrelated to the Privacy Rule, the Security Rule, the Breach Notification Rule or any other requirements of the HITECH Act and Protected Health Information, the terms of the Agreement shall govern. All terms of the Agreement not in conflict with this BAA remain in full force and effect.
- e. **No Third-Party Beneficiaries.** Except as set forth in this BAA or as expressly provided for under HIPAA, this BAA is entered into by and among the parties hereto solely for their benefit. The parties have not created or established any third-party beneficiary status or rights in any person or entity not a Party hereto including, but not limited to, any individual, provider, subcontractor, or other third-party, and no such third-party will have any right to enforce any right or enjoy any benefit created or established under this BAA.

- f. **Force Majeure.** The obligations of any Party under this BAA will be suspended for the duration of any force majeure applicable to that Party. The term "force majeure" means any cause not reasonably within the control of the Party claiming suspension, including, without limitation, an act of God, industrial disturbance, war, riot, weather-related disaster, earthquake, pandemic, and governmental action. The Party claiming suspension under this Section will take reasonable steps to resume performance as soon as possible without incurring unreasonably excessive costs.
- g. **Entire Agreement; Amendments.** This BAA constitutes the entire agreement among the parties with respect to the Privacy Rule, the Security Rule, the Breach Notification Rule, and any other requirements of HIPAA. This BAA supersedes any prior agreement or understandings pertaining to HIPAA obligations between the parties, whether oral or written, and may be amended only by a writing executed by authorized representatives of both parties. A facsimile, electronic, or other reproductive type copy of this BAA, so long as signed by all parties, will be considered an original and will be fully enforceable against all parties.
- h. **Assignment and Delegation.** No Party may assign its rights or duties under this BAA without the prior written consent of the other, except in connection with merger, reorganization, consolidation, change of control, or sale of all or substantially all of the assets to which this BAA pertains. Any assignment or transfer of this BAA in violation of the foregoing shall be null and void. This BAA is binding upon and will inure to the benefit of the respective parties hereto and their successors and permitted assigns.
- i. **Headings.** All headings are for convenience only and may not be deemed to limit, define, or restrict the meaning or contents of the Sections.
- j. **Unenforceable Provisions.** If any provision of this BAA is held to be illegal or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in effect and the illegal or unenforceable provision will be modified so as to conform to the original intent of this BAA to the greatest extent legally permissible. Notwithstanding the foregoing, if any such modification causes a material change in the obligations or rights of any Party, upon written notice from one Party to the other of the adverse effect thereof upon such notifying Party, and then if the Parties are not able to mutually agree as to an amendment hereto, any Party may terminate this BAA upon 30 days written notice to the other Parties.
- k. **Notices.** Any notice required pursuant to this BAA must be in writing and sent by registered or certified mail, return receipt requested, by fax with proof of delivery, or by a nationally recognized private overnight carrier with proof of delivery, to the addresses of the parties set forth below in this BAA. The date of notice will be the date on which the recipient receives notice or refuses delivery. All notices must be addressed as follows or to such other address as a Party may identify in a notice to the other Party:

To Business Associate:  
Vision Source, LLC  
23824 Highway59 North  
Kingwood, Texas 77339

To Covered Entity:

Attn: Legal Department  
LegalDocs@visionsource.com

- l. **Waiver.** A waiver of a breach or default under this BAA is not a waiver of any other or subsequent breach or default. A failure or delay in enforcing compliance with any term or condition of this BAA does not constitute a waiver of such term or condition unless it is expressly waived in writing.
- m. **Negotiated Agreement.** Each Party acknowledges that this BAA resulted from negotiations by and among all parties, and therefore any rule of construction requiring ambiguities to be construed against the drafter of an agreement will not apply to any provision of this BAA.
- n. **Independent Contractor Status.** Business Associate is an independent contractor of Covered Entity and shall not be considered an agent of Covered Entity.

**IN WITNESS WHEREOF**, the parties have executed this Business Associate Agreement the day and date first above written by their duly authorized officers for and on behalf of said entity.

**COVERED ENTITY**  
[FRANCHISEE]

**BUSINESS ASSOCIATE**  
Vision Source, LLC

By:\_\_\_\_\_

By:\_\_\_\_\_

Name: \_\_\_\_\_

Name: Amir Khoshnevis, O.D.

Title: \_\_\_\_\_

Title: President & Chief Medical Officer

Date:\_\_\_\_\_

Date:\_\_\_\_\_

### 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       | Pending                              |
| Illinois     | Pending                              |
| Indiana      | Pending                              |
| Maryland     | Pending                              |
| Michigan     | Pending                              |
| Minnesota    | Pending                              |
| New York     | Pending                              |
| North Dakota | Pending                              |
| Rhode Island | Pending                              |
| South Dakota | Pending                              |
| Virginia     | Pending                              |
| Washington   | Pending                              |
| Wisconsin    | Pending                              |

In all other states, the effective date of this Franchise Disclosure Document is the issuance date of March 11, 2026.



**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 11, 2026

The franchise seller for this offering is: \_\_\_\_\_  
Name Vision Source Title

Address \_\_\_\_\_ Phone \_\_\_\_\_

Vision Source authorizes the respective state agencies identified on Exhibit B to receive service of process for it in the particular state.

I received a disclosure document dated March 11, 2026 that included the following Exhibits:

- |     |                                                           |   |                                                                  |
|-----|-----------------------------------------------------------|---|------------------------------------------------------------------|
| A   | State Franchise Law Administrators                        | H | Confidential Information                                         |
| B   | Agents for Service of Process                             | H | Franchisees as of December 31, 2025                              |
| C   | Audited Financials as of December 31, 2025, 2024 and 2023 | I | Franchisees That Left the Network During 2025                    |
| D   | Guaranty of Performance                                   | J | Additional State-Required Disclosures                            |
| E-1 | Franchise Agreement                                       | K | Forms of Financing Agreement for Office Transfers and Expansions |
| E-2 | Addendum to Franchise Agreement                           | L | HIPAA Business Associate Agreement                               |
| F   | Guaranty of Franchise Agreement                           |   |                                                                  |
| G   | Nondisclosure Agreement to Protect Release of             |   |                                                                  |

Date: \_\_\_\_\_  
(Do not leave blank)

Signed: \_\_\_\_\_  
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)

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

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| F   | Guaranty of Franchise Agreement                           |   |                                                                  |
| G   | Nondisclosure Agreement to Protect Release of             |   |                                                                  |

Date: \_\_\_\_\_  
(Do not leave blank)

Signed: \_\_\_\_\_  
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.