



Court File No. CV-25-00743383-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE

)

TUESDAY, THE 18TH DAY

)

JUSTICE W.D. BLACK

)

OF NOVEMBER, 2025

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF HAKIM OPTICAL LABORATORY LIMITED,
LAWRENCE OPHTHALMIC LAB INC. AND HAKIM OPTICAL
WORLDWIDE LENSES INC.

Applicants

APPROVAL AND VESTING ORDER

THIS MOTION, made by Hakim Optical Laboratory Limited, Lawrence Ophthalmic Lab Inc. and Hakim Optical Worldwide Lenses Inc. (collectively, the "**Applicants**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**"), as amended, for an order, among other things, approving the sale transaction (the "**Transaction**") contemplated by an amended and restated specified asset purchase agreement (the "**Sale Agreement**") among the Applicants, as vendors, Chiaro Ottico Ltd. ("**Chiaro**"), 1001410357 Ontario Ltd. ("**LabCo**"), and 1001410360 Ontario Ltd. ("**StoreCo**"), and collectively with Chiaro and LabCo, the "**Purchasers**"), as purchasers, and Evelyn Aimis Holdings Inc., dated November 11, 2025, a redacted copy of which is attached as Exhibit "F" to the Robertson Affidavit (as defined below), and vesting in the Purchasers all of the Applicants' right, title and interest in and to the assets described in the Sale Agreement (collectively, the "**Purchased Assets**"), was heard this day by judicial videoconference via Zoom.

ON READING the affidavit of Douglas Robertson sworn November 11, 2025, and the Exhibits attached thereto (the "**Robertson Affidavit**"), and the Fifth Report of KSV

Restructuring Inc., in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the “**Monitor**”) dated November 14, 2025 (the “**Fifth Report**”), and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for the Purchasers, and such other counsel appearing on the Participant Information Form, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Jamie Ernst, filed,

DEFINED TERMS

1. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Robertson Affidavit, the Sale Agreement or the Amended and Restated Initial Order granted by this Court on June 27, 2025 (the “**ARIO**”), as applicable.

SERVICE

2. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPROVAL AND VESTING

3. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Applicants is hereby authorized and approved, with such minor amendments as the Applicants and the Purchasers may deem necessary, with the consent of the Monitor. The Applicants are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchasers.

4. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor’s certificate to the Purchasers substantially in the form attached as Schedule “A” hereto (the “**Monitor’s Certificate**”), all of the Applicants’ right, title and interest in and to:

- (a) the StoreCo Purchased Assets (other than the Assigned Contracts) set out in Schedule “C1” of the Sale Agreement shall vest absolutely in StoreCo; and

- (b) the LabCo Purchased Assets set out in Schedule “C2” of the Sale Agreement shall vest absolutely in LabCo,

in each case free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), Liabilities, liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the ARIO, the SISP Approval Order of the Honourable Justice J. Dietrich dated August 28, 2025, or any other Orders in these CCAA proceedings; (ii) all charges, security interests or Claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; (iii) any undisclosed liabilities or Claims, if any, related to the Purchased Locations that existed, in all material respects, prior to the Closing Time; (iv) all Claims, if any, arising in connection with the cyberattack experienced by the Applicants, as described in the affidavit of Douglas Robertson affirmed May 8, 2025; and (v) those Claims listed on Schedule “B” attached hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule “C” attached hereto (the “**Permitted Encumbrances**”)) and this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets, other than the Assigned Contracts, are hereby expunged and discharged as against the Purchased Assets.

5. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the Closing Time all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor’s Certificate, forthwith after delivery thereof.

7. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Applicants are authorized and permitted to disclose and transfer to the Purchasers all human resources and payroll information in the Applicants' records pertaining to the Applicants' past and current employees. The Purchasers shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to them in a manner which is in all material respects identical to the prior use of such information by each of the Applicants prior to the Closing Date.

TERMINATION OF PRIORITY CHARGES

8. **THIS COURT ORDERS** that:

- (a) the Bid Protections Charge shall be and is hereby terminated, released and discharged; and
- (b) the DIP Lender's Charge shall be and is hereby terminated, released and discharged at the Closing Time,

in each case, without the need for any further act or formality.

APPROVAL OF THE ASSIGNMENTS

9. **THIS COURT ORDERS** that, upon delivery of the Monitor's Certificate (which shall append the list of the Assigned Contracts (as defined below)), and either: (i) all cure costs that must be paid pursuant to section 11.3(4) of the CCAA (the "**Cure Costs**") owing by the applicable Applicant under the respective Assigned Contract have been satisfied, or (ii) the contractual parties to any Assigned Contract have reached a consensual agreement in respect of all Cure Costs under such Assigned Contract and have agreed to deem all Cure Costs owing by the Applicants satisfied:

- (a) all of the rights and obligations of the applicable Applicant under:
 - (i) the Assumed Benefit Plans shall be assigned, conveyed and transferred to and assumed by StoreCo;

- (ii) the agreements set forth in Schedule “D1” attached hereto (including all associated lease agreements, occupancy agreements, letters, renewals, extensions, schedules, amendments or other documents related thereto) (collectively, the “**Assigned Retail Leases**”) shall be assigned, conveyed and transferred to and assumed by StoreCo; and
- (iii) the leases pertaining to the vehicles set forth in Schedule “D2” attached hereto (the “**Assigned Vehicle Leases**”, and collectively with the Assumed Benefit Plans and the Assigned Retail Leases, the “**Assigned Contracts**” and each an “**Assigned Contract**”) shall be assigned, conveyed and transferred to and assumed by StoreCo,

each pursuant to section 11.3 of the CCAA. Such assignments are valid and binding upon all of the counterparties to the respective Assigned Contract notwithstanding any restriction or prohibition, if any, contained in any such Assigned Contract relating to the assignment thereof, including but not limited to, provisions, if any, relating to a change of control or requiring the consent of or notice for any period in advance of the assignment to any party to any such Assigned Contract; and

- (b) the Assigned Contracts shall remain in full force and effect and the counterparties under each respective Assigned Contract are prohibited from exercising any rights or remedies (including, without limitation, any right of set-off) under the Assigned Contracts, and shall be forever barred, enjoined and estopped from taking such action, by reason solely of:
 - (i) any defaults arising from the insolvency of the Applicants or any of its affiliates;
 - (ii) the commencement of the NOI Proceedings and/or the CCAA Proceedings;
 - (iii) any defaults and/or recapture rights that arise from the assignment of the Assigned Contracts to StoreCo; or

- (iv) any Applicant having breached a non-monetary obligation under the applicable Assigned Contract, unless, (A) such non-monetary breach arises or continues after the Assigned Contract is assigned to StoreCo; (B) such non-monetary breach is capable of being cured by StoreCo; and (C) StoreCo has failed to remedy the default after having received notice of such default pursuant to the terms of the Assigned Contract (the non-monetary breaches captured by (A), (B) and (C) referred to as the “**Continuing Non-Monetary Breaches**”),

and the counterparties under the respective Assigned Contracts are hereby deemed to waive any defaults relating to the matters listed in subparagraphs (i) to (iv) above (save for the Continuing Non-Monetary Breaches), and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under an Assigned Contract shall be deemed to be rescinded or of no further force of effect. For greater certainty: (A) without limiting the foregoing, no counterparty under an Assigned Contract shall rely on a notice of default sent prior to the Closing Time to terminate an Assigned Contract or seek relief or damages against StoreCo in connection with such notice of default; and (B) nothing herein shall limit or exempt StoreCo in respect of obligations accruing, arising or continuing under the Assigned Contracts other than in respects of the matters listed in subparagraphs (i) to (iv) above.

10. **THIS COURT ORDERS** that if an Assigned Retail Lease or Assigned Vehicle Lease is removed from the Purchased Assets in accordance with 2.7 of the Sale Agreement prior to Closing, then such contract shall cease to be an Assigned Contract for the purposes of this Order.

11. **THIS COURT ORDERS** that no Assigned Contract may be assigned hereunder unless all amounts owing in respect of monetary defaults under such Assigned Contract, other than those arising by reason only of the Applicants’ insolvency, the commencement of the NOI Proceedings and/or CCAA Proceedings, or the applicable Applicant’s failure to perform a non-monetary obligation (as set out in subparagraph 9(b)(iv)), are paid or a consensual resolution is reached in respect of such amounts on or by the Closing Time, or such later date as may be

agreed to by StoreCo and the applicable counterparty under the Assigned Contract on prior written notice to the Monitor.

12. **THIS COURT ORDERS** that, subject to paragraphs 9 and 11 herein, upon the occurrence of the Closing Time, except as expressly set out to the contrary in any agreement among StoreCo, the applicable Applicant and the counterparty under the Assigned Contract, StoreCo shall be entitled to all of the rights and benefits and subject to all of the obligations pursuant to the terms of the Assigned Contracts and, with respect to any Assigned Retail Leases, StoreCo may enter into and upon and hold and enjoy such premises contemplated by the applicable Assigned Contracts and, if applicable, any renewals thereof, for its own use and benefit, all in accordance with and subject to the terms of the applicable Assigned Contracts, without any interruption from the Applicants or the landlords under the applicable Assigned Contracts, or any person claiming through or under the Applicants or the counterparties under such Assigned Contracts.

13. **THIS COURT ORDERS** that notwithstanding anything contained in this Order, nothing shall (i) derogate from the obligations of StoreCo to assume the Assigned Contracts and to perform its obligations under the Assigned Contracts, and (ii) amend or vary, or be deemed to amend or vary, the terms of any of the Assigned Contracts which are assigned to StoreCo, except as expressly set out to the contrary in this Order or any agreement among StoreCo, the applicable Applicant and the counterparty under the applicable Assigned Contract.

14. **THIS COURT ORDERS** that, upon the payment of all Cure Costs, the Applicants' rights, title and interests in and to the Assigned Contracts shall vest absolutely in StoreCo free and clear of all Claims and Encumbrances other than the Permitted Encumbrances, provided that, (i) except as set out in paragraph 9 of this Order and as may otherwise be agreed to by StoreCo and the applicable counterparty to an Assigned Contract, nothing in this Order shall affect the rights and remedies of such counterparty under or in respect of an Assigned Contract, including any landlord consent agreements executed with respect to an Assigned Contract; and (ii) the Claims and the Encumbrances referred to herein shall not include permitted encumbrances identified in, or pursuant to, the Assigned Contracts.

15. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) in respect of the Applicants and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Applicants,

the vesting of the Purchased Assets in, and the assignment of the Assigned Contracts to, the applicable Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and shall not be void or voidable by creditors of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

SEALING

16. **THIS COURT ORDERS** that Schedule “B2” to the Sale Agreement, attached as a confidential appendix to the Fifth Report, is hereby sealed pending further Order of the Court and shall not form part of the public record.

GENERAL

17. **THIS COURT ORDERS** that any right of set off of Canada Revenue Agency is preserved to the extent that: (i) any amounts that are, or become, due to any Applicant with respect to obligations arising prior to the HOLL Filing Date, LOLI Filing Date, and the date of the Initial Order (for HOLL, LOLI, and HOWL respectively) are applied against any amounts that are, or become due, from the Applicants with respect to obligations arising prior to the HOLL Filing Date, LOLI Filing Date, and the date of the Initial Order, (for HOLL, LOLI, and HOWL respectively); or (ii) any amounts that are, or become, due to any Applicant with respect to obligations arising after the HOLL Filing Date, LOLI Filing Date, and the date of the Initial Order, (for HOLL, LOLI, and HOWL respectively) are applied against any amounts that are, or

become due, from such Applicant with respect to obligations arising after the HOLL Filing Date, LOLI Filing Date, and the date of the Initial Order (for HOLL, LOLI, and HOWL respectively).

18. **THIS COURT ORDERS** that each of the Applicants is hereby permitted on or after the Closing Time to execute and file articles of amendment or such other documents or instruments as may be required (including any corporate resolutions) to change the legal name of such Applicant, in accordance with section 5.6 of the Sale Agreement, and such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective and shall be accepted by the Director, as defined in and appointed under the *Canada Business Corporations Act*, R.S.C., 1985, c. C-44, as amended, or any other appointed official under applicable provincial legislation, without the requirement (if any) to obtain shareholder, director or any other similar consent of approval pursuant to any federal or provincial legislation.

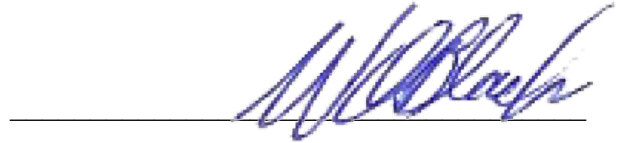
19. **THIS COURT ORDERS** that following the official change to the legal names of the Applicants, as applicable, the names of such Applicants in the within title of proceedings shall be deleted and replaced with the new legal names of the Applicants, and any document filed thereafter in this proceeding (other than the Monitor's Certificate) shall be filed using such revised title of proceeding.

20. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Applicants, the Monitor and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants or the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Applicants, the Monitor and their agents in carrying out the terms of this Order.

21. **THIS COURT ORDERS** that the Applicants, the Purchaser or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their powers and duties under this Order, as applicable, or in the interpretation or application of this Order.

22. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

23. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. on the date of this Order, and are enforceable without the need for entry or filing.

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be 'M. Blach'.

Schedule A – Form of Monitor’s Certificate

Court File No. CV-25-00743383-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES’ CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF HAKIM OPTICAL LABORATORY LIMITED,
LAWRENCE OPHTHALMIC LAB INC. AND HAKIM OPTICAL
WORLDWIDE LENSES INC.

Applicants

MONITOR’S CERTIFICATE

RECITALS

A. Pursuant to the Initial Order of the Honourable Justice Kimmel of the Ontario Superior Court of Justice (the “**Court**”) dated May 15, 2025, as amended and restated on June 27, 2025, the Applicants were granted protection from their creditors pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, and KSV Restructuring Inc. was appointed as the monitor of the Applicants (in such capacity, the “**Monitor**”).

B. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Approval and Vesting Order of this Court dated November [●], 2025 (the “**AVO**”).

C. Pursuant to the AVO, the Court approved the amended and restated specific asset purchase agreement dated November 11, 2025 (the “**Sale Agreement**”) among the Applicants, Evelyn Aimis Holdings Inc., Chiaro Ottico Ltd. (“**Chiaro**”), 1001410357 Ontario Ltd. (“**LabCo**”), and 1001410360 Ontario Ltd. (“**StoreCo**”, and collectively with Chiaro and LabCo, the “**Purchasers**”), and provided for the vesting in the Purchasers all of the Applicants’ right, title and interest in and to the Purchased Assets, as applicable, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchasers of a

certificate confirming that the Monitor has received written confirmation in the form and substance satisfactory to the Monitor from the Applicants and the Purchasers that all conditions of Closing have been satisfied or waived in writing by the parties to the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Monitor has received written confirmation from the Applicants and the Purchasers, in form and substance satisfactory to the Monitor, that all conditions to Closing have been satisfied or waived, as applicable, by the parties to the Sale Agreement.
2. The Transaction has been completed to the satisfaction of the Monitor.
3. The Monitor has received written notice from the Purchasers that the Assigned Retail Leases and Assigned Vehicle Leases set out in Schedule “1” hereto have been designated as Assigned Contracts.
4. This Monitor’s Certificate was delivered by the Monitor at _____ on _____, 2025.

**KSV Restructuring Inc., in its capacity as the
Monitor of the Applicants and not in its
personal or corporate capacity**

Per: _____
Name:
Title:

Schedule “1”

The Assigned Retail Leases and Assigned Vehicle Leases

Schedule “B”
Claims to be Deleted and Expunged from the PPSA

- Any PPSA filings made against personal property forming part of the Specified Purchased Assets on or up to the Closing Time, other than any Permitted Encumbrances, including:

Charged Entity	Jurisdiction	Registration Number	Date	Secured Party	Particulars					
HAKIM OPTICAL LABORATORY LIMITED	Ontario	20250121 1444 1590 4700	01/21/ 2025	ROYAL BANK OF CANADA	Collateral Class.					
					CG	I	E	A	O	M V
								X	X	
HAKIM OPTICAL WORLDWIDE LENSES INC.	British Columbia	717239M	01/19/ 2021	LTC PROPERTIES LP, SHAPE LOUGHEED LIMITED PARTNERSHIP	ALL OF THE DEBTOR’S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY					

Writ of Enforcements

Charged Entity	Jurisdiction	Writ Number	Date	Enforcement Office
HAKIM OPTICAL LABORATORY LIMITED	Alberta	25031718717	2025-MAR-17	Edmonton Judicial Centre

Schedule "C"

Permitted Encumbrances

Charged Entity	Jurisdiction	Registration Number	Date	Secured Party	Particulars					
HAKIM OPTICAL LABORATORY LTD	Ontario	20230327 1405 1462 2707	03/27/ 2023	ENTERPRISE FLEET MANAGEMENT CANADA, INC	Collateral Class.					
					CG	I	E	A	O	MV
					X					X
HAKIM OPTICAL LABORATORY LTD	Ontario	20230313 1407 1462 6586	03/13/ 2023	ENTERPRISE FLEET MANAGEMENT CANADA, INC	Collateral Class.					
					CG	I	E	A	O	MV
					X					X
HAKIM OPTICAL LABORATORY LTD	Ontario	20230306 1402 1462 3766	03/06/ 2023	ENTERPRISE FLEET MANAGEMENT CANADA, INC	Collateral Class.					
					CG	I	E	A	O	MV
					X					X

Schedule “D1”
Assigned Retail Leases

Store #	Location	Address & Documents
2	Yonge & Finch	<p>5643 Yonge Street, Willowdale, ON M2M 3T2</p> <ul style="list-style-type: none"> • Master Lease and Lease Dated July 1, 1997 • Lease Extension and Amending Agreement dated April 3, 2017 • Lease Extension and Amending Agreement dated March 21, 2022
3	Mississauga 5 & 10	<p>3024 Hurontario Street, Unit G6, Mississauga, ON L5B 4M4</p> <ul style="list-style-type: none"> • Lease dated April 8, 2004 • Lease Renewal Agreement dated February 11, 2014 • Lease Renewal Agreement dated January 10, 2019 • Lease Extension and Renewal Agreement dated November 30, 2023
14	Stoney Creek	<p>75 Centennial Parkway North, Stoney Creek, ON L8E 2P2</p> <ul style="list-style-type: none"> • Lease dated May 26, 2015 • Lease Extension Agreement dated August 17, 2020
22	St. Clair & Vaughan	<p>533 St. Clair Avenue West, Toronto ON M6C 1A1</p> <ul style="list-style-type: none"> • Master Lease and Lease dated July 1, 1997 • Lease dated July 1, 1997 • Lease Extension and Amending Agreement dated April 3, 2017 • Lease Amendment and Extension Agreement dated March 21, 2022
31	Bradford Holland St	<p>442 Holland Street West, Unit 1, Bradford, ON L3Z 0G1</p> <ul style="list-style-type: none"> • Lease dated August 28, 2009 • Renewal Agreement dated March 30, 2019

Store #	Location	Address & Documents
		<ul style="list-style-type: none"> • Renewal Agreement dated May 13, 2024
33	Brantford King George	Unit 113, 265 King George Road, Brantford, ON N3R 6Y1 <ul style="list-style-type: none"> • Lease dated March 15, 1985 • Lease Extension Agreement dated October 3, 1990 • Lease Extension Agreement dated March 13, 1991 • Lease Extension Agreement dated February 25, 1992 • Lease Extension Agreement dated March 31, 1997 • Lease Renewal and Amending Agreement dated April 9, 2002 • Lease Amending Agreement dated May 9, 2003 • Lease Extension Agreement dated July 31, 2006 • Lease Extension Agreement dated November 17, 2011 • Lease Extension Agreement dated June 9, 2016 • Lease Extension and Amending Agreement dated August 7, 2020
37	London Wellington	725 Wellington Road South, London, ON L6K 3R9 <ul style="list-style-type: none"> • Lease dated August 14, 1984 for Unit "A" and March 26, 2002 for Unit "B" • Lease Extension Agreement dated February 28, 2024
44	GTA Wilson & Keele	1021 Wilson Avenue, Toronto, ON M3K 1G7 <ul style="list-style-type: none"> • Lease dated August 28, 1986 • Lease Renewal Agreement dated August 22, 1997 • Lease Renewal Agreement dated September 2001 • Lease Renewal Agreement dated September 2006 • Lease Renewal Agreement dated June 7, 2011 • Lease Renewal Agreement dated September 22, 2016

Store #	Location	Address & Documents
		<ul style="list-style-type: none"> Lease Renewal Agreement dated April 21, 2022
50	Chatham St. Clair St	461 St. Clair Street, Unit 1, Chatham, ON N7L 3K6 <ul style="list-style-type: none"> Indenture dated February 4, 2025
52	GTA Eglinton & Pharmacy	1900A Eglinton Avenue East, Toronto, ON M1L 2L9 <ul style="list-style-type: none"> Lease dated June 19, 2018 Letter Agreement dated September 25, 2020
53C	1270 Finch (Keele & Finch-Unit 4)	1270 Finch #4 Avenue West, Toronto, ON M3J 3J7 <ul style="list-style-type: none"> Lease dated August 10, 1988 Lease Amendment Agreement dated July 28, 2003 Lease Amendment Agreement dated May 31, 2013
55	Ottawa - Baseline	1983 Baseline Road, Ottawa, ON K2C 0C7 <ul style="list-style-type: none"> Lease dated September 1, 1998 Lease Amendment dated October 1, 1999 Lease Amendment dated October 31, 2000 Lease Amendment dated February 22, 2023
60	Kitchener Highland Rd	525 Highland Road West, Kitchener, ON N3M 5K1 <ul style="list-style-type: none"> Lease dated December 18, 2002 Lease Extension Agreement dated February 2, 2022
62	Queen & Bay	65 Queen Street West, ON, M5H 2M5 <ul style="list-style-type: none"> Lease dated December 20, 1996 Lease Amending Agreement dated January 1, 2004 Lease Amending Agreement dated October 1, 2009 Lease Amending Agreement dated August 6, 2020 Lease Extension and Amending Agreement dated October 6, 2021

Store #	Location	Address & Documents
63	Barrie	<p>411 Bayfield Street, Barrie, ON, L4M 6E5</p> <ul style="list-style-type: none"> • Lease dated December 11, 1991 • Lease Renewal and Amending Agreement dated May 17, 2000 • Lease Extension and Amending Agreement dated March 2, 2005 • Lease Renewal Agreement dated April 30, 2010 • Assignment dated October 1, 2012 • Lease Renewal Agreement dated February 2, 2015 • Lease Renewal Agreement dated June 19, 2019 • Letter Extension Agreement dated August 6, 2024
66	Niagara Falls	<p>Capilano Mall 175-5055-101 Ave. T6A 0G1 (6200 Thorold Stone Rd Niagara Falls, ON L2J 1A5)</p> <ul style="list-style-type: none"> • Lease dated January 1, 2016 • Lease Extension Agreement (undated)
67	Newmarket Yonge Street	<p>1-17335 Yonge Street, Newmarket, ON L3Y 7R5</p> <ul style="list-style-type: none"> • Lease dated August 10, 1995 • Lease Extension Agreements dated October 2001, October 2006, October 2011, and October 2016. • Lease Extension Agreement dated April 28, 2021.
69	GTA Wellesley & Bay	<p>863 Bay St. Unit 7, Toronto, ON M5S 3M4</p> <ul style="list-style-type: none"> • Lease dated December 14, 2021
71	Barrhaven Town Centre	<p>3763 Strandherd Drive, Nepean, ON K2J 4B1</p> <ul style="list-style-type: none"> • Lease dated August 31, 2010 • Lease Amending Agreement dated August 25, 2017 • Lease Extension Agreement dated September 22, 2020
74	Sarnia	<p>1200 London Road, Sarnia, ON, N7S 1P4</p> <ul style="list-style-type: none"> • Lease dated September 15, 1992

Store #	Location	Address & Documents
		<ul style="list-style-type: none"> • Letter Renewal dated November 30, 2001 • Lease Renewal Agreement dated May 12, 2007 • Lease Renewal Agreement dated June 12, 2013 • Lease Extension and Amendment Agreement dated February 20, 2018 • Lease Extension and Amendment Agreement dated May 28, 2023
79	Hamilton - Mohawk Rd	Store No: 29A Westcliffe Mall, 640 Mohawk Road West, Hamilton, ON
80	Thunder Bay	1086 Memorial Ave. Unit 3, Thunder Bay, ON N4K 1Z4 <ul style="list-style-type: none"> • Lease dated August 5, 2005 • Lease Extension Agreement dated November 1, 2010 • Lease Extension Agreement dated November 1, 2015 • Lease Extension Agreement dated November 1, 2020 • Extension Agreement dated November 1, 2025
81	Owen Sound	1209 16th Street East, Owen Sound, ON N4K 1Z4 <ul style="list-style-type: none"> • Lease dated January 1, 2006 • Amendment to Lease Agreement dated January 1, 2011 • Amendment to Lease Agreement dated January 1, 2016 • Amendment to Lease Agreement dated January 1, 2021
82	Bloor & Dufferin	1091 Bloor Street West, Toronto, ON M6H 1M5 <ul style="list-style-type: none"> • Lease (undated), as extended by Lease Renewal dated October 26, 2020
94	Stratford	1067 Ontario St., Stratford, ON N5A 3G8 <ul style="list-style-type: none"> • Lease dated July 15, 2015 • Assignment and Assumption of Leases dated August 18, 2022
95	Aurora	14760 Yonge St., Aurora, ON L4G 7H8 (14740 Yonge St.) <ul style="list-style-type: none"> • Lease dated March 15, 2001

Store #	Location	Address & Documents
		<ul style="list-style-type: none"> Letter Agreement dated September 25, 2020
97	Ajax	65 Kingston Road E, Unit #8-3, Ajax, ON L1S 7J4 (or Unit 8C) <ul style="list-style-type: none"> Lease dated February 18, 2002 Extension Agreement dated February 20, 2007 Extension Agreement dated January 12, 2012 Extension Agreement and Amendment to the Lease dated October 12, 2016 Renewal Agreement dated September 28, 2021
102	Bloor & Royal York	#3 & 4-3009 Bloor St. West, Toronto, ON M8X 1C3 (Unit #1 - 2) <ul style="list-style-type: none"> Lease dated April 1, 2002 Lease Extension and Amending Agreement dated July 1, 2007 Lease Extension and Amending Agreement dated November 7, 2011 Lease Extension and Amending Agreement dated March 17, 2017 Rent Abatement Agreement dated July 14, 2020 Lease Extension and Amending Agreement dated May 5, 2022
103	Lindsay	126 Kent Street West, Lindsay, ON K9V 2Y4 <ul style="list-style-type: none"> Lease dated March 7, 2002 Renewal Letter dated January 3, 2007 Renewal Letter dated September 6, 2016 Lease Renewal Agreement dated April 1, 2022
104	Oshawa - Ritson Centre	16-300 Taunton Road East, Oshawa, ON L1G 7T4 <ul style="list-style-type: none"> Lease dated July 4, 2002 Lease Extension Agreement dated July 15, 2007 Lease Extension Agreement dated March 5, 2012 Lease Extension Agreement dated September 15, 2016

Store #	Location	Address & Documents
		<ul style="list-style-type: none"> • Lease Amending Agreement dated July 20, 2020 • Lease Extension Agreement dated April 14, 2025 • Lease Extension Agreement dated October 27, 2025
105	Bowmanville	<p>2379 Old Highway #2, Bowmanville, ON L1C 5A5 (also 70 Clarington Blvd 2B)</p> <ul style="list-style-type: none"> • Lease dated August 29, 2002 • Lease Amending and Renewal Agreement dated August 15, 2007 • Lease Amending and Renewal Agreement dated September 1, 2012 • Lease Amending and Renewal Agreement dated September 1, 2017 • Lease Amending and Renewal Agreement dated September 1, 2022
111	St Thomas	<p>16-1010 Talbot ST., St. Thomas, ON N5P 4N2</p> <ul style="list-style-type: none"> • Lease dated April 28, 2004 • Lease Extension Agreement dated November 21, 2007 • Lease Extension Agreement dated July 24, 2013 • Extension Letter dated June 10, 2017 • Lease Extension Agreement dated August 5, 2020
115	Sault St. Marie (Cambrian Mall)	<p>44 Great Northern Rd., #6 Sault Ste., Marie, ON P6B 4Y5</p> <ul style="list-style-type: none"> • Lease dated July 10, 2003 • Addendum to Lease dated June 6, 2008 • Addendum to Lease dated April 25, 2013 • Addendum to Lease dated July 4, 2018 • Addendum to Lease dated March 11, 2023
116	Brockville	<p>359 Stewart Blvd., Brockville, ON K6V 4W9</p> <ul style="list-style-type: none"> • Lease dated August 18, 2003

Store #	Location	Address & Documents
		<ul style="list-style-type: none"> • Renewal Letter dated March 8, 2008 • Renewal Letter dated March 27, 2013 • Renewal Letter dated December 28, 2018 • Renewal Letter dated August 4, 2022
124	Britannia	<p>775 Britannia Rd West, Mississauga, ON L5V 2Y1</p> <ul style="list-style-type: none"> • Lease dated June 11, 2004 • Lease Extension Agreement dated August 25, 2014 • Lease Extension Agreement dated January 3, 2019
125	1108 Barrydowne Rd., Sudbury	<p>1106 Barrydowne Rd., Sudbury, ON, P3A 3V3</p> <ul style="list-style-type: none"> • Lease dated October 1, 2004 • Renewal Letter dated October 1, 2009 • Renewal Letter dated March 30, 2015 • Renewal Letter dated October 24, 2018 • Renewal Letter dated July 3, 2024
136	Brampton Airport & 7	<p>2901 Queen Street East, Unit 10 Brampton, ON L6T 0C7 (Also 30 Coventry Rd, Brampton, ON L6T 5P9)</p> <ul style="list-style-type: none"> • Lease dated March 10, 2006 • Letter Agreement dated September 25, 2020
137	Winnipeg - McPhillips	<p>1416 McPhillips Street, Winnipeg, MB R2V 3C5</p> <ul style="list-style-type: none"> • Lease dated July 28, 2007 • Letter dated September 6, 2016 • Letter dated October 13, 2021
140	Milton	<p>800 Main Street East Unit #2a Milton, ON L9T 0J4</p> <ul style="list-style-type: none"> • Lease dated November 17, 2007 • Letter Amendment dated November 23, 2016 • Lease Extension and Amending Agreement dated August 10, 2020

Store #	Location	Address & Documents
		<ul style="list-style-type: none"> • Lease Extension and Amending Agreement dated August 22, 2022
143	Queensway	1325 The Queensway, Toronto, Ontario <ul style="list-style-type: none"> • Lease dated March 17, 2020 • Lease Amendment Agreement dated March 17, 2022
144	Orangeville	39 Broadway Avenue <ul style="list-style-type: none"> • Lease dated March 13, 2008 • Lease Renewal Agreement dated April 25, 2018 • Lease Renewal Agreement dated August 12, 2022
145	Cobourg	1011 Elgin Street W., Cobourg, ON K9A 5J4 <ul style="list-style-type: none"> • Lease dated March 10, 2008 • Extension Letter dated August 11, 2022
146	Bovaird	10045 Hurontario St., Bldg A Brampton, ON L6Z 0E6 <ul style="list-style-type: none"> • Lease dated October 15, 2008 • Lease renewal agreement dated January 5, 2015 • Lease extension and amending agreement dated October 1, 2019 • Lease extension and amending agreement dated February 6, 2025
148	Mississauga Argentia	3029 Argentia Road, Mississauga, ON L5N 8P7 <ul style="list-style-type: none"> • Lease dated June 18, 2008 • Letter Agreement dated September 25, 2020
149	Davis Drive - Newmarket (404 Town Centre)	404 Plaza 1111 Davis Dr. Newmarket ON L3Y 8X2 <ul style="list-style-type: none"> • Lease dated September 23, 2008 • Lease Extension Agreement dated October 25, 2018 • Deferral Agreement dated July 31, 2020 • Lease Amending and Extending Agreement dated May 31, 2024

Store #	Location	Address & Documents
162	Markham & Sheppard (Markham Corner)	5085 Sheppard Ave. E Unit 25 Toronto, ON M1S 4N8 <ul style="list-style-type: none"> • Lease dated July 5, 2011 • Lease extension and amending agreement dated January 9, 2019 • Lease extension and amending agreement dated December 8, 2023
163	North Bay	789 McKeown Ave., Unit #11 & 12, North Bay, ON P1B 8N2 <ul style="list-style-type: none"> • Lease dated September 18, 2013 • Lease renewal agreement dated July 27, 2016 • Lease renewal agreement dated November 1, 2023
164	Runnymede & Bloor	2243 Bloor Street West, Toronto ON, M6S 1N8 <ul style="list-style-type: none"> • Lease dated April 25, 2012 • Lease Extension Agreement dated June 21, 2022
166	4099 Baldwin-Whitby	4099 Baldwin Street S., Whitby, ON L1A 0A1 (also 30 Taunton Road East, Whitby NE, ON L1R 3L5) <ul style="list-style-type: none"> • Lease dated April 16, 2012 • Letter Agreement dated September 25, 2020
170	Marlborough Mall	1171-3800 Memorial Drive, N.E. Calgary, AB, T2A 2K2 <ul style="list-style-type: none"> • Lease dated June 4, 2024
194	Peterborough-Lansdowne	861/867 Lansdowne St., W. Peterborough, ON K9J 1Z5 <ul style="list-style-type: none"> • Lease dated January 9, 2014 • Extension agreement dated October 1, 2020 • Assignment of interest... dated October 28, 2022 • Lease extending and amending agreement dated April 27, 2023
199	Pickering Town Centre	1355 Kingston Rd, Pickering, ON L1V 1B8 <ul style="list-style-type: none"> • Lease dated April 29th, 2018

Store #	Location	Address & Documents
210	Carlingwood Shopping Centre	2121 Carling Ave., Unit #73, Ottawa, ON K2A 1H2 <ul style="list-style-type: none"> • Lease dated February 24, 2016
213	Billing Bridge Centre	2221 Riverside Drive East, Suite 208, Ottawa ON, K1H 7X6 / S 84 Ottawa <ul style="list-style-type: none"> • Lease dated June 15, 2016
216	Erin Mills Town Centre	Erin Mills Town Ctr., Mississauga, ON L5M 4Z5 <ul style="list-style-type: none"> • Lease dated November 26, 2015 (as revised on December 10, 2015 and January 28, 2016)
217	Major Weston Centres	3604 Major Mackenzie Dr. Unit 1, Woodbridge, ON L4H 3T6 (also 3600 Major Mackenzie Dr. W Vaughan, ON) <ul style="list-style-type: none"> • Lease dated May 1, 2012
218	Markville Shopping Centre-5000 Hwy #7	5000 Hwy #7 Unit 2370 Markham Shopping Centre L3R 4M9 <ul style="list-style-type: none"> • Lease dated June 8, 2016
231	1225 St. Mary's Rd-Winnipeg, - St. Vital Centre	St., Mary's Road Winnipeg, Manitoba, MB R2M 5E5 <ul style="list-style-type: none"> • Lease dated November 26, 2015 (as revised December 10, 2015 and December 31, 2015)
232	Kildonan Place, Winnipeg	1555 Regent Ave., West, Unit T87 R2C 4J2 <ul style="list-style-type: none"> • Lease dated August 30, 2016

Schedule “D2”
Assigned Vehicle Leases

Vehicle	VINs
2019 Dodge Caravan	2C4RDGBG9KR801811
2019 Dodge Caravan	2C4RDGBG0KR801812
2019 Dodge Caravan	2C4RDGBG4KR801813
2019 Dodge Caravan	2C4RDGBG6KR801815
2019 Dodge Caravan	2C4RDGBG7KR801838
2019 Dodge Caravan	2C4RDGBG5KR801837
2019 Dodge Caravan	2C4RDGBG0KR801745
2019 Dodge Caravan	2C4RDGBG4KR801814

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS
AMENDED

Court File No. CV-25-00743383-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF HAKIM OPTICAL
LABORATORY LIMITED, LAWRENCE OPHTHALMIC LAB INC. AND HAKIM OPTICAL
WORLDWIDE LENSES INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

APPROVAL AND VESTING ORDER

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