



**Supplement to the Fifth Report
to Court of KSV Restructuring Inc.
as CCAA Monitor of
Hakim Optical Laboratory Limited,
Lawrence Ophthalmic Lab Inc. and
Hakim Optical Worldwide Lenses Inc.**

November 17, 2025

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COURT FILE NUMBER: 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.**

**SUPPLEMENT TO THE FIFTH REPORT OF
KSV RESTRUCTURING INC.
AS MONITOR**

November 17, 2025

1.0 Introduction

1. This report (the “**Supplemental Report**”) supplements the Monitor’s fifth report to Court dated November 14, 2025 (the “**Fifth Report**”).
2. Capitalized terms not otherwise defined herein have the meanings given to them in the Fifth Report.
3. Background information regarding the Applicants is summarized in the Fifth Report and is not repeated herein.

1.1 Purposes of this Supplemental Report

1. The purposes of this Supplemental Report are to:
 - a) summarize a transition services agreement among the Applicants, the Monitor and the Purchasers, to be executed on closing (the “**TSA**”), pursuant to which the Monitor, on behalf of the Applicants, will provide services to the Purchasers following closing of the Transaction;
 - b) discuss the need to enhance and expand the Monitor’s powers in these CCAA proceedings upon closing of the Transaction; and
 - c) recommend that the Court issue an Order:
 - approving the TSA; and
 - expanding the Monitor’s powers on the basis set out below.

1.2 Restrictions

1. This Supplemental Report is subject to the same restrictions as the Fifth Report.

1.3 Currency

1. Unless otherwise noted, all currency references in this Supplemental Report are in Canadian dollars.

2.0 Transition Services Agreement and Monitor's Enhanced Powers

2.1 TSA

1. The Purchasers require certain operating and administrative services from the Applicants in respect of the Specified Purchased Assets on a temporary basis to facilitate the continued, uninterrupted operation of the Applicants' business on behalf of and for the Purchasers following completion of the Transaction.
2. As the Applicants will have no employees after the Closing Date, the TSA contemplates that the Monitor will carry out the terms of the TSA for and on behalf of the Applicants pursuant to an enhancement of the Monitor's powers (as discussed in Section 2.2 of this Supplemental Report) for a period of up to 180 days post-closing (the "**Transition Period**"). A copy of the TSA is provided in **Appendix "A"**.
3. During the Transition Period, the Purchasers will determine whether each contract subject to the TSA will ultimately be disclaimed and/or assigned (with the applicable landlord's consent or by further Court Order), and will provide assistance to the Purchaser, if requested, in obtaining certain company records from third parties. The Purchasers have until five days prior to the Closing Date¹ to determine whether a Purchased Location is included as part of the TSA, or alternatively, whether such location will be assigned to the Purchasers, as applicable, on Closing in accordance with the terms of the Approval and Vesting Order.²
4. As of the date of this Report, the Monitor understands that only one Purchased Location will be included under the TSA, being 1880 The Queensway, Etobicoke, Ontario, which is Labs' principal manufacturing facility.
5. The Applicants, at the request of the Purchasers, undertook an estoppel certificate process to identify potential cure costs associated with the Purchased Locations. As of November 13, 2025, the Applicants received 43 completed and executed estoppel certificates and 17 remain outstanding. The Purchasers have indicated they may add certain of the locations to the TSA prior to the Closing Date where estoppel certificates have not been submitted.

¹ The Monitor notes that the Closing Date is expected to be between 6-10 days following the Approval and Vesting Order motion date.

² In paragraph 49 of the Affidavit of Douglas Robertson sworn November 11, 2025, it states that if a lease is added to the TSA, the Purchasers will retain the ability to elect to direct the Applicants to assume such lease as an "Assigned Contract" (as defined therein). To clarify, and as stated above, the Purchasers have until five days prior to the Closing Date to elect that a Purchased Contract (each as defined in the Amended Stalking Horse APA) be subject to the assignment provisions of the Approval and Vesting Order. Otherwise, a contract under the TSA can only be assigned with the consent of the applicable counterparty or by further order of the Court.

6. The TSA will provide an opportunity to close the Transaction expeditiously and subsequently provide the Purchasers with additional time to negotiate with counterparties to certain contracts to determine whether to take an assignment of the respective contracts, including leases. In this respect, the Monitor's role during the Transition Period will be limited to ensuring that the Applicants remain in good standing under their respective leases, including by either making monthly rent payments which would be pre-funded by the Purchasers or confirming that the Purchasers make such payments directly on behalf of the Applicants.
7. The Applicants, by the Monitor, may disclaim any interest in the Purchased Contracts in the manner set out in section 32 of the CCAA: i) following the termination of Services related to any Purchased Contracts, including the termination of the TSA; or ii) upon the written request of the Purchasers provided not less than twenty (20) days prior to the termination or expiry of the TSA.
8. As the Purchasers intend to open new bank accounts for the Applicants, the TSA provides that any amounts received by the Applicants after the Closing Date will be transferred by the Monitor to the Purchasers.
9. The key terms of the TSA are as follows:
 - a) **Term:** up to 180 days from the Closing Date;
 - b) **Transition Services:** the Monitor will provide the services (the "**Services**") as more particularly described in Schedule "A" to the TSA, which include:
 - transferring funds received in the Applicants' bank accounts (that are Specified Purchased Assets) to the Purchasers' designated account;
 - filing outstanding tax returns and dealing with Canada Revenue Agency ("**CRA**") regarding any refunds;
 - processing payments on behalf of the Applicants regarding any contracts subject to the TSA, including with respect to leases for all Purchased Locations and vehicles not transferred on the Closing Date (the "**Contract Payments**");
 - corresponding with counterparties to any contracts subject to the TSA, if required;
 - assisting the Purchasers in obtaining Company records held by third parties;
 - ensuring the seamless transition of any repair work commenced prior to closing; and
 - issuing notices of disclaimer at the request of the Purchasers, if applicable.

- c) **Transition Service Fees:** The Purchasers shall be responsible for payment of all professional fees and disbursements incurred by the Monitor, including the fees and disbursements of its legal counsel, and for the reasonably incurred fees of legal counsel to the Applicants, if any, incurred in connection with any services provided under the TSA.
- d) **Deposits:** the TSA requires the Purchasers to pay the following deposits to the Monitor, to be held in trust:
- \$25,000 plus HST to secure the payment of professional fees and disbursements incurred by the Monitor and its legal counsel; and
 - an amount equivalent to the Contract Payments due for the 30 days following the Closing Date, plus 25% thereof.
- The Monitor shall have the right to release and apply the deposit amounts for payment of amounts due to the applicable recipients and upon such release, the Purchasers shall, within 5 business days, pay to the Monitor the amount of such amounts released to be held in trust to replenish the deposits.
- The deposits shall be returned to the Purchasers on a timely basis following the termination of the TSA to the extent not previously released.
- e) **Insurance:** the Purchasers are to add the Applicants and the Monitor to its existing insurance policies or obtain new policies for the Applicants and Monitor for the purpose of administering the Services and the Purchasers shall be responsible for all payments.

2.2 TSA Recommendation

1. The Monitor recommends that the TSA be approved for the following reasons:
 - a) the TSA provides the opportunity to close the Transaction expeditiously in the near term which will provide the Applicants' business with greater stability. This will benefit all stakeholders, including employees, customers and vendors, and avoids the accrual of additional interest on the DIP Facility and operating costs, which costs over and above the credit bid portion of the Purchase Price are borne by Evelyn Aimis (a non-applicant affiliate of the Applicants) as a result of Chiaro's collateral security over Evelyn Aimis' real property;
 - b) the TSA provides the Purchasers with the opportunity to further negotiate and make decisions in respect of certain Purchased Locations and certain vehicles set out in the TSA while providing that these counterparties continue to be paid until such time as the Purchasers may disclaim the lease agreements;
 - c) as the Applicants will not have any employees following Closing, it is necessary and appropriate that the Monitor carry out the services; and
 - d) the duration of the TSA provides the Purchasers with the flexibility they require to complete the Transaction.

2.3 Monitor's Enhanced powers

1. On Closing, the Applicants will have no employees. In order to carry out the services in the TSA and facilitate a wind-down of the Applicants' business, the Monitor recommends that its powers pursuant to the ARIO be enhanced such that, among other things, it be authorized to, in its discretion:
 - a) conduct and control the financial affairs and operations of the Applicants, including claiming or causing the Applicants to claim any insurance or tax refund;
 - b) preserve, protect and exercise control over the Applicants' business or property, or any parts related thereto;
 - c) take any corporate actions or actions regarding the governance of the Applicants, without further approval of the Applicants or their current or former directors or officers;
 - d) engage and settle with any creditor or stakeholder of the Applicants (including any governmental authority or body);
 - e) take any action on behalf of the Applicants to satisfy their obligations and duties under the TSA;
 - f) have the authority to sign such agreements, instruments and other documents on behalf of the Applicants as may be necessary or desirable in order to carry out the provisions of any orders granted in these CCAA proceedings or to facilitate the orderly completion of these CCAA proceedings and the administration and wind-down of the Applicants' estates;
 - g) cause the Applicants to exercise any contractual or other rights of the Applicants;
 - h) act as an authorized representative of the Applicants in respect of dealings with CRA or any other taxation authority;
 - i) operate and control, on behalf of Hakim Optical, all of its existing accounts at any financial institution; and
 - j) take any steps, enter into any agreements, incur any obligations or take any other action necessary, useful or incidental to the exercise of any of the aforesaid powers.
2. The enhancement of a Monitor's powers following the sale of a debtor's assets in a CCAA proceeding is common, particularly where there will not be any remaining employees.

3. The Monitor recommends that the enhanced powers be approved given the Applicants will not have any employees after Closing and will need the assistance of the Monitor to facilitate the completion of the services set out in the TSA, and there is no prejudice to other creditors as costs associated with the TSA will be funded by the Purchasers.

3.0 Conclusion and Recommendation

1. Based on the foregoing, the Monitor respectfully recommends that this Court grant the relief described above in this Supplemental Report.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.,
IN ITS CAPACITY AS MONITOR OF
HAKIM OPTICAL LABORATORY LIMITED,
LAWRENCE OPHTHALMIC LAB INC. AND
HAKIM OPTICAL WORLDWIDE LENSES INC
AND NOT IN ITS PERSONAL CAPACITY**

Appendix “A”

TRANSITION SERVICES AGREEMENT

THIS AGREEMENT is made as of the _____ day of November, 2025

BETWEEN:

HAKIM OPTICAL LABORATORY LIMITED, a
corporation incorporated under the federal laws of Canada

(“**HOLL**”)

- and –

LAWRENCE OPHTHALMIC LAB INC., a corporation
incorporated under the federal laws of Canada

(“**Lawrence Lab**”)

- and –

HAKIM OPTICAL WORLDWIDE LENSES INC., a
corporation incorporated under the laws of Ontario

(“**HOWL**”, and together with, HOLL and Lawrence Lab, the “**Vendors**”)

- and –

CHIARO OTTICO LTD., a corporation
incorporated under the laws of Ontario

(“**Chiaro**”)

- and –

1001410357 ONTARIO LTD., a corporation
incorporated under the laws of Ontario

(“**LabCo**”)

- and –

1001410360 ONTARIO LTD., corporation
incorporated under the laws of Ontario

(“**StoreCo**”, and together with, Chiaro and LabCo, the “**Purchasers**”)

- and –

KSV RESTRUCTURING INC., in its capacity as CCAA Monitor of the Applicants (as defined
below), and not its personal or corporate capacity

(the “**Monitor**”)

WHEREAS:

- A. HOLL and Lawrence Lab, each commenced proceedings under the *Bankruptcy and Insolvency Act* (Canada), by filing Notices of Intention to Make a Proposal dated April 16, 2025, and April 22, 2025, respectively (the “**NOI Proceedings**”);
- B. On May 15, 2025, the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) granted an initial order (as amended and restated on June 27, 2025, and as further amended, restated or supplemented from time to time, the “**ARIO**”) which, among other things, continued the NOI Proceedings under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”) and added HOWL as an applicant in the CCAA proceedings (together with HOLL and Lawrence Lab, the “**Applicants**”);
- C. Pursuant to the ARIO, KSV Restructuring Inc. was appointed as monitor (in such capacity, the “**Monitor**”) of the Applicants;
- D. On August 28, 2025, the Court issued an order in the CCAA proceedings that, among other things, approved: (i) a sale and investment solicitation process (the “**SISP**”), and (ii) that certain Stalking Horse Specified Asset Purchase Agreement dated August 21, 2025 (as amended and restated on November 11th, 2025, and as further amended, restated, supplemented or otherwise modified from time to time the “**Purchase Agreement**”), among the Applicants, Evelyn Aimis Holdings Inc., and the Purchasers, as the stalking horse bid in the SISP;
- E. Following the completion of the SISP, on November 18, 2025, the Court issued an approval and vesting order approving the sale transaction contemplated in the Purchase Agreement and, upon delivery of the Monitor’s Certificate, vesting in the Purchasers all of the Applicants’ right, title and interest in and to the Specified Purchased Assets, free and clear of all Encumbrances (other than the Permitted Encumbrances), all as more fully described in the Purchase Agreement;
- F. Also on November 18, 2025, the Court issued a CCAA Termination Order which, among other things, authorized and approved the execution of this transition services agreement (the “**Agreement**”), and expanded the powers of the Monitor and empowered the Monitor take any and all actions and steps in the name of and on behalf of the Applicants to facilitate the administration of the Applicants’ business, property, operations, affairs and estate as may be necessary, appropriate, or desirable, in the sole discretion of the Monitor, including any actions contemplated under this Agreement (the “**CCAA Termination Order**”); and
- G. The Purchasers requires certain operating and administrative services from the Vendors in respect of certain Purchased Assets and otherwise, in connection with the transaction contemplated by the Purchase Agreement, on a temporary basis in order to facilitate the orderly transition of the provision of such services to the Purchasers and ensure the continued, uninterrupted operation of the business on behalf of and for the benefit of the Purchasers, and the Vendors have agreed to provide such services as described in this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, the Purchasers and the Vendors hereby agree as follows:

ARTICLE I General

Section 1.01 Capitalized terms used herein, including in the recitals hereto, and which are defined in the Purchase Agreement shall, unless otherwise defined herein, have the meanings set out in the Purchase Agreement.

Section 1.02 In this Agreement, steps to be taken by the Vendors may be taken by the Monitor on their behalf pursuant to the terms of the CCAA Termination Order.

ARTICLE II Services

Section 2.01 Provision of Services. The Vendors and the Monitor agree to use their commercially reasonable efforts to provide the services relating to or in the period following Closing (the “**Services**”) set forth in Schedule “A” hereto (as may be amended or supplemented from time to time pursuant to the terms of this Agreement, collectively, the “**Service Schedule**”) to or on behalf of the Purchasers, for the respective periods and on the other terms and conditions set forth in this Agreement and in the Service Schedule (the “**Transition Period**”).

Section 2.02 General Limitations. Nothing contained in this Agreement shall require the Vendors to provide (or cause the provision of) any services (a) that are not set out in the Service Schedule, (b) that would constitute the provision of any legal, financial, accounting or tax advice, (c) that are not connected to the Businesses as conducted immediately prior to the date hereof, (d) at a level of quantity or volume in excess of the levels provided by the Vendors to the Businesses immediately prior to the date hereof, (e) that exceed the scope of the services provided by the Vendors to the Businesses immediately prior to the date hereof, or (f) for the benefit of any Person other than the Purchasers. Further, in no event shall the Vendors be: (i) obligated to provide (or cause the provision of) any Services if the provision of such Services violate any Law, order, or the constating documents of any of the Vendors, or any provision of any contract (including any Purchased Contracts), license or permit to which any of the Vendors is party; (ii) obligated to provide any Services that, in Vendors’ sole determination, acting reasonably, would create deficiencies in the Vendors’ controls over financial information or adversely affect the maintenance of the Vendors’ financial books and records; (iii) obligated to hire any additional Employees to perform the Services; (iv) obligated to hire replacements for any Employees who resign, retire or are terminated; (v) obligated to maintain the employment of any specific Employee, enter into retention agreements with any Employee or otherwise provide any incentive beyond payment of regular salary and benefits; (vi) obligated to purchase, lease or license any additional equipment or software or licenses for provision of the Services; (vii) obligated to create or supply any documentation or information not currently existing or reasonably available (subject to any requirements or obligations hereunder to provide any documentation or information); or (viii) obligated to enter into new or additional contracts with third parties or change the scope of current contracts (including the Purchased Contracts) with third parties.

Section 2.03 HOLL Bank Accounts. HOLL has agreed for a period commencing on the Closing Date and continuing for one-hundred and eighty (180) days thereafter, or such shorter or longer period as may be agreed to by the Parties (the “**Cash Management Transition Period**”), to act as a collection and disbursement agent for the Purchasers. During the Cash Management Transition Period, to the extent that customers or other persons remit monies (the “**Collections**”) to HOLL’s bank accounts in respect of Purchased Assets (the “**Bank Accounts**”), which monies all parties hereto agree belong to the Purchasers, HOLL shall receive such funds in trust for the

Purchasers and allow such Collections to be swept on a daily basis (the “**Daily Sweep**”) to a deposit account designated by the Purchasers (the “**Purchasers’ Designated Account**”). The Parties agree any banking or administrative costs incurred in connection with the Services of this Section 2.03 shall be deemed to be subject to Section 3.03 as an approved out-of-pocket expense. At the end of the Cash Management Transition Period, the Purchasers shall provide to HOLL a reconciliation of all Collections and disbursements from the account from the Closing Date to the termination of the Cash Management Transition Period. The Purchasers and HOLL may extend the Cash Management Transition Period upon written agreement of HOLL and the Purchasers. No amendments or other modifications to this Section 2.03 shall be made without the prior written consent of the Monitor.

Section 2.04 Policies and Procedures. In connection with the receipt and use of the Services and as applicable, the Purchasers shall, and shall cause its Affiliates and Representatives to, comply with the Vendors’ then-current work processes, policies and procedures provided to the Purchasers in writing and which do not conflict with the Purchasers’ own policies or Applicable Laws. The Vendors shall not introduce or enforce any new or amended policies or procedures that materially impact the provision of the Services without the Purchasers’ prior written consent. The Purchasers acknowledges that the ability of the Vendors to provide the Services is dependent on such compliance by the Purchasers and its Affiliates and Representatives, to the extent such policies have been properly disclosed and are reasonable.

Section 2.05 Standard of Service.

- (a) The Vendors represent, warrant, and agree that the Services will be provided in good faith and in compliance with applicable Laws. Except as expressly stated in the Service Schedule, the Services will be performed in a manner generally consistent with the Vendors’ past practices and with a commercially reasonable standard of care comparable to that historically provided. Subject to Section 2.06, the Vendors will use commercially reasonable efforts to assign sufficient resources and qualified personnel to perform the Services in accordance with the standards set forth in the preceding sentence.
- (b) Except as expressly set forth in Section 2.05(a) or in any contract entered into in connection herewith, the Vendors make no other representations, warranties, or covenants of any kind, whether express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose, all of which are specifically disclaimed. The Purchasers acknowledges and agrees that this Agreement does not create a fiduciary relationship, partnership, joint venture, or agency relationship between the parties. All Services are provided by the Vendors as independent contractors, and nothing herein shall be deemed or construed as creating the relationship of principal and agent, partnership, joint employers or joint venture between the parties except as expressly set out in this Agreement.

Section 2.06 Third-Party Service Providers. The Vendors may engage third-party subcontractors to perform all or part of the Services under this Agreement, with the written consent of the Purchasers, acting reasonably, provided that any such engagement does not materially affect the nature, quality or timing of the Services. If such subcontracting deviates from past practices or involves subcontractors not previously engaged for the applicable Service as of the date hereof, the Vendors will use commercially reasonable efforts to notify the Purchasers in advance and seek the Purchasers’ prior written consent, which shall not be unreasonably withheld or delayed. The Vendors will remain fully responsible for the performance of all Services provided by any subcontractor, third-party service provider, or Affiliate.

Section 2.07 Disclaimer of Purchased Contracts. The Vendors represent, warrant, and agree that they will not, during the Transition Period, surrender possession of, disclaim, or otherwise terminate any interest the Applicants may have in any Purchased Contract that was not assumed by the Purchasers upon Closing prior to the termination of the Services related to such Purchased Contracts without the Purchasers' prior written consent. Notwithstanding the foregoing, the Purchasers acknowledge and agree that either, (a) following the termination of the Services related to any Purchased Contracts, and for the avoidance of doubt upon the termination or expiry of this Agreement in accordance with ARTICLE IV for any reason, or (b) upon the written request of the Purchasers, the Vendors may disclaim or otherwise terminate any interest it may have in such Purchased Contracts in the manner set out in section 32 of the CCAA.

If the Purchasers elects not to take assignment of any Contract (as defined in Section 3.01 below), the Purchasers shall provide written notice to the Vendors and the Monitor not less than twenty (20) days prior to the termination or expiry of this Agreement in accordance with ARTICLE IV, which at such time the Vendors and/or Monitor may disclaim or otherwise terminate any interest the Vendors may have in such Contracts.

Section 2.08 No Assignment of Lease. The Vendors and the Purchasers each hereby acknowledge and agree that nothing in this Agreement is intended to, or shall be construed to, create a lease, sublease or assignment of lease in favour of the Purchasers or otherwise impose on the Purchasers any obligations as a lessee, sublessee or assignee of any lease.

ARTICLE III Payments

Section 3.01 Direct Payments. The Purchasers shall be solely responsible for payment of all amounts accruing (after adjustments on the statement of adjustments settled on Closing), due and payable after the Closing Time directly to third parties under all contracts being administered under this Agreement as set out in Schedule "B" (the "**Contracts**"), including but not limited to all payment due under all leases for Purchased Locations and payments, if any, in respect of vehicles not transferred but retained for use in operations of the Purchasers on the Closing Date before disclaimer thereof (the "**Contract Payments**"), and shall provide the Vendors with written evidence of all such payments within three (3) Business Days after each such payment.

Section 3.02 Professional Fees. The Purchasers shall be responsible for payment of all reasonable professional fees and disbursements incurred by the Monitor, including the fees and disbursements of its legal counsel, and legal counsel to the Vendors, in connection with any Services provided under this Agreement. Payment shall be made by the Purchasers within five (5) Business Days after issuance of detailed invoices by the Monitor to the Purchasers, which shall be rendered promptly following the last Business Day of each month.

Section 3.03 Out-of-Pocket Costs. In the event that the Vendors incur reasonable, documented and approved out-of-pocket expenses to a third-party provider in the provision of any Service, the Purchasers shall reimburse the applicable Vendor for all such expenses.

Section 3.04 Disclaimer Disputes. In the event that a Contract is disclaimed at the request of the Purchasers in accordance with Section 2.07, the Purchasers agree to pay to the Monitor, in escrow such amount as may be reasonably requested by the Monitor as a genuine estimate of the costs to be incurred in addressing potential disputes arising from such disclaimer (the "**Disclaimer Amount**"), such funds to be used solely in connection with any litigation matters that may arise from the issuance of any disclaimers pursuant to the terms of this Agreement. Following

termination of this Agreement, the Monitor shall return the unused balance of any Disclaimer Amounts to the Purchasers.

Section 3.05 Deposits. On or before the Closing Date, the Purchasers shall pay to the Monitor to be held by in trust the following deposits by wire transfer of immediately available funds:

- (a) \$25,000 plus HST to secure payment of professional fees and disbursements incurred by the Monitor pursuant to Section 3.02; and
- (b) an amount equivalent to the Contract Payments due for the 30 days following the Closing Date, plus 25% thereof.

The Monitor shall have the right to release and apply the foregoing deposit amounts for payment of amounts due to the recipients under Section 3.01 or Section 3.02, as the case may be, and upon such release, the Purchasers shall, within five (5) Business Days, pay to the Monitor the amount of such amounts released to be held in trust to replenish the Deposits.

The Deposits shall be returned to the Purchasers on a timely basis following the termination of this Agreement to the extent not previously released in accordance with this Section 3.05.

Section 3.06 Insurance. The Purchasers shall either amend and add to its existing insurance policies the Monitor and Vendors as insured parties, or obtain new insurance policies for the Vendors and Monitor for the purpose of administering the Services contemplated in this Agreement. Evidence of such coverages shall be provided upon request. The insurance policies' coverage must be consistent with the respective past practices of the Vendors in the ordinary course of business. The Purchasers shall be responsible for all payments pertaining to the insurance policies.

Section 3.07 Terminated Services. Upon termination or expiry of any or all Services under this Agreement, or upon the termination of this Agreement in its entirety, the Vendors shall have no further obligation to provide the applicable terminated Services.

Section 3.08 No Right of Set-Off. Each of the parties hereby acknowledges that it shall have no right under this Agreement to offset any amounts owed (or to become due and owing) to the other party, whether under this Agreement, the Purchase Agreement or otherwise, against any other amount owed (or to become due and owing) to it by the other party.

Section 3.09 Taxes. The Purchasers shall be responsible for all harmonized sales, goods and services, and provincial sales Taxes imposed or assessed as a result costs incurred and invoiced for the provision of Services by the Vendors.

ARTICLE IV Termination

Section 4.01 Termination of Agreement. Subject to Section 4.03, this Agreement shall terminate in its entirety on the date upon which the Vendors shall have no continuing obligation to perform any Services, provided that in any event this Agreement shall be terminated no later than one-hundred and eighty (180) days after the Closing Date unless extended by the Monitor and the Purchasers.

Section 4.02 Breach. Any party (the “**Non-breaching Party**”) may terminate this Agreement with respect to any Service, in whole but not in part, at any time upon prior written notice to the other party (the “**Breaching Party**”) if the Breaching Party has to perform any of its material obligations under this Agreement relating to such Service, and such failure shall have continued without cure for a period of fifteen (15) Business Days after receipt by the Breaching Party of a written notice of such failure from the Non-breaching Party seeking to terminate such Service. For the avoidance of doubt, non-payment by the Purchasers for a Service provided by any Vendor in accordance with this Agreement, and not the subject of a good-faith dispute shall be deemed a breach for purposes of this Section 4.02.

Section 4.03 Effect of Termination. Upon termination of this Agreement in its entirety pursuant to Section 4.01, all obligations of the parties hereto shall terminate, except for the provisions of Section 3.02, Section 3.03, Section 3.04, Section 3.05, ARTICLE V, and ARTICLE VI which shall survive any termination or expiry of this Agreement.

Section 4.04 Force Majeure. If the Vendors, or any of their respective third-party provider are wholly or partially prevented from, or delayed or restricted in, providing one or more Services, or one or more Services are interrupted or suspended, by reason of events beyond the Vendors’, or third party providers’ reasonable control (such causes, “**Force Majeure Events**”) (including, acts of God, acts of nature, acts, decrees or orders of governmental, regulatory or military authorities, fire, explosion, lack of utilities, accident, embargoes, disruption or delay in transportation, epidemics, pandemics, war, acts of terrorism, infrastructure failure, IT systems or software failure, nuclear disaster, labour strikes, work stoppages or slowdowns, changes in law (or changes in the interpretation or enforcement thereof) or legal or regulatory actions, including restraining orders and injunctions, civil unrest and/or riots or disruption of internet access (including access disruptions as a result of any virus, worm, Trojan horse, etc.), or any other type of similar event), the Vendors shall: (a) give prompt written notice of the suspension of the applicable Services as soon as reasonably practicable to the Purchasers stating the date and extent of such suspension and the cause thereof; (b) not be obligated to deliver, or cause to be delivered, the affected Services during such period; and (c) use best reasonable efforts to mitigate the effects of the Force Majeure Events and resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. The Vendors shall not be liable for the non-performance or delay in performance of their respective obligations under this Agreement when such failure is due to a Force Majeure Event. The applicable End Date for any Service so suspended shall be automatically extended for a period of time equal to the time lost by reason of the suspension.

ARTICLE V

Limitation of Liability; Indemnification

Section 5.01 Acknowledgement of Limited Liability. The Purchasers shall accept the Services subject to the terms of this Agreement, and for clarity, the standard of care set forth in Section 2.05(a). In no event shall any of the Vendors, have any liability under any provision of this Agreement for any punitive, exemplary, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value, or any damages based on any type of multiple, whether based on statute, contract, tort, or otherwise, and whether or not arising from the other party’s sole, joint, or concurrent negligence, strict liability, criminal liability, or other fault. The Purchasers acknowledge that the Services to be provided to it hereunder are subject to, and that its remedies under this Agreement are limited by, the applicable provisions of Section 2.02, including the limitations on representations, warranties, and conditions with respect to the Services, other than to the extent inconsistent with the Vendors’ obligations under Section

2.05(a) or applicable Laws. The Purchasers shall indemnify the Vendors and Monitor against all claims, liabilities, costs, suits, actions, losses or damages of any nature or kind brought against the Vendors or Monitor by any Persons, or otherwise incurred by the Vendors or Monitor in connection with the Services for any loss damage, injury, harm, death or destruction, to such Persons or in respect of the Services or the Businesses, however caused save and except for any liability arising from the gross negligence or willful misconduct of the Vendors or Monitor.

ARTICLE VI

Miscellaneous

Section 6.01 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and shall be deemed to have been given: (a) when received if given in person, (b) on the date of transmission if sent by email, or (c) one (1) Business Day after being delivered to a nationally known commercial courier service providing next day delivery service. Such Notice must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

If to the Vendors:

Hakim Optical Laboratory Limited et al
79 Wellington Street West, Suite 3000
Toronto, Ontario M5K 1N2

Attention: Sir Karim Hakimi
Doug Robertson
Bijan Minbashian

Email: hakim@hakimoptical.ca
douglas.r@hakimoptical.ca
bijan.m@hakimoptical.ca

with a copy to

Bennett Jones LLP
100 King Street West, Unit 3400
Toronto, Ontario M5X 1G5

Attention: Jesse Mighton and Jamie Ernst

Email: mightonj@bennettjones.com
ernstj@bennettjones.com

If to the Purchasers:

Chiaro Ottico Ltd.
135 Queens Plate Drive, Suite 600
Toronto, Ontario, M9W 6V7

Attention: Ali Azad

Email: rightcapitalgroup@gmail.com

with a copy to:

Loopstra Nixon LLP
130 Adelaide Street West, Suite 2800
Toronto, Ontario, M5H 3P5

Attention: Maurice Fleming and Shahrzad Hamraz

Email: mffleming@LN.law
zdaniel@LN.law

In the case of all communications by any party, the Monitor shall be copied at:

KSV Restructuring Inc.
220 Bay Street, Suite 1300, Box 20
Toronto, Ontario M5J 2W4

Attention: Mitch Vininsky and Jordan Wong

Email: mvininsky@ksvadvisory.com and
jwong@ksavadvisory.com

with a copy to:

Chaitons LLP
5000 Yonge Street, 10th floor
North York, ON M2N 7E9

Attention: George Benchetrit

Email: george@chaitons.com

Section 6.02 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 6.03 Entire Agreement. This Agreement, including the Service Schedule, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

Section 6.04 Successors and Assigns. This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective permitted successors and permitted assigns. No party may assign its rights or obligations hereunder without the prior written consent of the other parties hereto. No assignment shall relieve the assigning party of any of its obligations hereunder. Notwithstanding the foregoing, the Purchasers may, without prior written consent of the Vendors, assign all or any portion of its right to receive Services to any of its Affiliates that participate in the operation of the Businesses.

Section 6.05 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

Section 6.06 Amendments and Modifications. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

Section 6.07 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed 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.

Section 6.08 Further Assurances. Each of the parties hereto will, from time to time, execute and deliver all such further documents, and instruments and do all acts and things as any other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

Section 6.09 Governing Law and Choice of Forum. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario (or any other jurisdiction)) that would cause the application of the laws of any jurisdiction other than those of the Province of Ontario. The parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the Court in respect of any suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from, or relating to this Agreement.

Section 6.10 Monitor's Capacity. It is acknowledged by the Purchasers that the Monitor is entering into this Agreement solely in its capacity as Court-appointed monitor of the Applicants appointed pursuant to the CCAA, that the Monitor shall have no personal or corporate liability under or as a result of this Agreement, and that the Monitor's activities in connection with this Agreement shall have all of the protections granted under the CCAA Termination Order and other orders of the Court granted in the Applicants' CCAA proceedings.

Section 6.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the date first written above.

**HAKIM OPTICAL LABORATORY
LIMITED**

Per: _____
Name: Sir Karim Hakimi
Title: Authorized Signing Officer
I have authority to bind the Corporation

LAWRENCE OPHTHALMIC LAB INC.

Per: _____
Name: Sir Karim Hakimi
Title: Authorized Signing Officer
I have authority to bind the Corporation

LAWRENCE OPHTHALMIC LAB INC.

Per: _____
Name: Sir Karim Hakimi
Title: Authorized Signing Officer
I have authority to bind the Corporation

**HAKIM OPTICAL WORLDWIDE
LENSES INC.**

Per: _____
Name: Sir Karim Hakimi
Title: Authorized Signing Officer
I have authority to bind the Corporation

1001410357 ONTARIO LTD.

Per: _____
Name: Ali Azad
Title: Authorized Signing Officer
I have authority to bind the Corporation

1001410360 ONTARIO LTD.

Per: _____
Name: Ali Azad
Title: Authorized Signing Officer
I have authority to bind the Corporation

**KSV RESTRUCTURING INC., in its
capacity as CCAA Monitor of the
Applicants, and not its personal or
corporate capacity**

Per: _____
Name: Mitch Vininsky
Title: Authorized Signing Officer
I have authority to bind the Corporation

SCHEDULE "A"
Services

- Maintain HOLL's bank accounts in good standing, and administer the bank accounts including but not limited to conducting the Daily Sweep and transfer funds received in HOLL's bank accounts to the Purchasers' Designated Account;
- File outstanding tax returns and coordinate transfers to the Purchaser of any tax refunds the Vendors may be eligible for;
- Administer any and all applicable Contract payments on behalf of the Vendors;
- Direct the Purchaser's payment of all Contract Payments;
- Correspond with any Contract counterparties as may be required in connection with the Services under this Agreement;
- Cooperate in any work required to continuance or transition of IP/IT systems after Closing;
- Issue notices of disclaimer if Purchaser elects to disclaim Contracts in accordance with Section 2.07;
- Recovery of missing documents or records related to Services including vehicle leases and intellectual property or trademarks as may be reasonably obtained prior to termination of this Agreement or otherwise required for cost determination for payments to counterparties of Contracts or to third-party Service Providers;
- Completion of existing renovations started and progressing at Purchased Locations on or before Closing;
- Manage any insurance matters that arise in connection with Section 3.06 including, if applicable, making any insurance claims;
- Any post-Closing undertakings entered into by the Vendors and the Purchasers; and
- any and all such other ancillary matters or services as may be required to carry out the Services pursuant to this Agreement.

SCHEDULE "B"
Contracts and Accounts to be Administered

Leases

179	Queensway -Sherway Gardens	1880 The Queensway, Etobicoke, ON M9C 5H5
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Enterprise Car Fleet Arrangements

All master leases, schedules and other related documents pertaining to the following VINS:

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
2020 Dodge Caravan	2C4RDGDG6LR166772
2020 Dodge Caravan	2C4RDGCG2LR161750
2020 Dodge Caravan	2C4RDGCG4LR259842

HOLL Bank Accounts