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FRANCHISE DISCLOSURE DOCUMENT
FOR USE IN THE STATE OF CALIFORNIA

Sterling **OPTICAL®**

Site for Sore Eyes®

EMERGING VISION, INC.,
A New York Corporation
520 Eighth Avenue, 23rd Floor
New York, New York 10018
646-737-1500
www.sterlingoptical.com

The Franchise being offered by EMERGING VISION, INC. ("EVI") is for the operation of a retail optical center (the "Center"), generally being operated under the name STERLING OPTICAL, but which also may be operated under such other name as EVI may authorize or require, offering, for sale, prescription and non prescription eye wear and related items and services, which Centers, in most cases, offer the services of an employed or otherwise affiliated optometrist or other eye care professional and also receive and fill prescriptions for eyeglasses and contact lenses from unaffiliated optometrists and ophthalmologists.

The total investment necessary to begin operation of a Sterling Optical franchised business is presently estimated to range from: (i) \$152,350 to \$710,000, if your Franchise relates to a newly built Center; (ii) \$67,250 to \$2,020,000, if your Franchise relates to an existing Center which, at the time you acquire your Franchise, is being operated by either EVI or another Franchisee; and (iii) \$54,350 to \$1,395,000, if you are converting an existing retail optical store to a Franchised Center. For a detailed description of the amounts which may be payable directly to EVI, please refer to Items 5 and 7 of this Disclosure Document.

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 or grant. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Sam Herskowitz or Barbara Kegel at 646-737-1500.

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, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

ISSUANCE DATE: MAY 1, 2012

STATE COVER PAGE

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

Call the state franchise administrator listed in Attachment A for information about the franchisor, about other franchisors, or about franchising in your state.

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

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

1. THE FRANCHISE AGREEMENT PERMITS THE FRANCHISEE TO SUE US ONLY IN THE STATE AND COUNTY WHERE OUR PRINCIPAL OFFICE IS LOCATED ON THE DATE THAT ANY SUCH ACTION OR PROCEEDING WAS COMMENCED. AS OF THE DATE OF THIS DISCLOSURE DOCUMENT, OUR PRINCIPAL OFFICE WAS LOCATED IN THE STATE OF NEW YORK, COUNTY OF NEW YORK. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO SUE IN ANOTHER STATE THAN IN YOUR HOME STATE. THE FRANCHISE AGREEMENT ALSO GIVES US THE RIGHT TO ELECT TO RESOLVE DISPUTES BY ARBITRATION IN THE STATE AND COUNTY WHERE OUR PRINCIPAL OFFICE IS LOCATED ON THE DATE ANY SUCH PROCEEDINGS ARE COMMENCED (THESE PROVISIONS MAY, HOWEVER, BE SUPERSEDED BY STATE LAW; AND IF SUCH A LAW IS APPLICABLE TO THE STATE WHERE YOUR CENTER IS LOCATED, THIS WILL BE INDICATED IN A SEPARATE ADDENDUM, WHICH FOLLOWS ITEM 23 OF THIS DISCLOSURE DOCUMENT).
2. THE FRANCHISE AGREEMENT STATES THAT NEW YORK LAW GOVERNS THE INTERPRETATION OF THE AGREEMENT AND THIS LAW MAY NOT PROVIDE YOU WITH THE SAME PROTECTION AND BENEFITS AS THE LAWS OF THE STATE IN WHICH YOUR CENTER IS LOCATED. YOU MAY WANT TO COMPARE THESE LAWS. (THIS PROVISION MAY BE SUPERSEDED BY STATE LAW; AND IF SUCH A LAW IS APPLICABLE TO THE STATE WHERE YOUR CENTER IS LOCATED, THIS WILL BE INDICATED IN A SEPARATE ADDENDUM, WHICH FOLLOWS ITEM 23 OF THIS DISCLOSURE DOCUMENT).

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