

**LIMITED LIABILITY COMPANY AGREEMENT
OF
HEALTHY EYES ADVANTAGE, LLC**

In accordance with the Delaware Limited Liability Company Act, Chapter 18, Delaware Code (the “Act”), this Limited Liability Company Agreement (this “Agreement”) of Healthy Eyes Advantage, LLC, a Delaware limited liability company (the “Company”), is entered into as of December 31, 2019 (the “Effective Date”), by and between the Company and Healthy Eyes Advantage Holdings, Inc., a Delaware corporation, in its capacity as the sole member of the Company (in such capacity, the “Member”).

**ARTICLE I
GENERAL PROVISIONS**

1.1 Formation. Pursuant to the Act, Jim McGrann, as an authorized person of the Company, filed a Certificate of Formation of the Company, effective as of the Effective Date, with the Delaware Secretary of State. The Member is hereby designated as an authorized person to act in connection with executing and causing to be filed, when approved by the appropriate governing body or bodies hereunder, any certificates required or permitted to be filed with the Delaware Secretary of State and any certificates (and any amendments and/or restatements thereof) necessary for the Company to file in any jurisdiction in which the Company is required to make a filing.

1.2 Name. The name of the Company is Healthy Eyes Advantage, LLC or such other name or names as may be selected by the manager(s) of the Company appointed from time to time pursuant to Article IV below (the “Manager” or “Managers”, as applicable), and its business shall be carried on in such name with such variations and changes as deemed necessary to comply with the requirements of the jurisdictions in which the Company’s operations are conducted.

1.3 Purpose. The Company may engage in any lawful activity under the Act.

1.4 Place of Business. The Company shall have its principal place of business at 6111 Broken Sound Parkway, Suite 370, Boca Raton, FL 33487, or at such other location as the Manager(s) may determine, from time to time.

1.5 Registered Office and Agent. The address of the Company’s registered office in the State of Delaware is 251 Little Falls Drive, Wilmington, DE 19808. The name of the registered agent at that address is Corporation Service Company.

1.6 Terms. Unless otherwise stated, all terms shall have the same meaning as contained in the Act.

1.7 Disregarded Entity. The Company shall be treated as a disregarded entity of the Member within the meaning of Section 301.7701-3 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended (the “Code”). As such, the Company shall not maintain capital accounts or allocate income, gain, deduction or loss to the Member.

ARTICLE II
MEMBERS

2.1 Member. The Member of the Company is Healthy Eyes Advantage Holdings, Inc., a Delaware corporation.

2.2 Company Property. If applicable, no real or other property of the Company shall be deemed to be owned by the Member individually, but shall be owned by and title shall be vested solely in the Company.

ARTICLE III
CAPITAL CONTRIBUTIONS, MEMBERSHIP INTEREST AND FISCAL YEAR

3.1 No Certificates; No Opt-Into Article 8; Membership Interest. The Company shall not elect to have Membership Interests in the Company be securities governed by Article 8 of the Uniform Commercial Code as in effect in the State of Delaware and each other applicable jurisdiction. In connection therewith, the Company shall not certificate any of its Membership Interests. For purposes of this Agreement, “Membership Interest” means the Member’s entire interest in the Company, including the Member’s rights in the Company’s profits, losses and distributions pursuant to this Agreement and the Act and such other rights and privileges that the Member may enjoy by being a Member.

3.2 Fiscal Year. The accounting year of the Company shall end on the 31st day of December in each year (the “Fiscal Year”). The Manager(s) shall have authority to change the ending date of the Fiscal Year to any other date required or allowed under the Code, if the Manager(s) shall determine such change to be necessary or appropriate.

ARTICLE IV
MANAGEMENT

4.1 Powers and Actions of the Managers. The Company is a manager-managed limited liability company, and each Manager shall be appointed by the Member. Except as otherwise provided herein, each Manager acting for and on behalf of the Company, shall have the power and authority to carry out and exercise any and all of the business and affairs of the Company and to perform all acts and enter into and perform all contracts and other undertakings that the Manager(s) may, in its or their discretion, deem necessary or advisable or incidental thereto, subject to the limitations set forth in this Agreement. The initial Managers of the Company shall be Jim McGrann, Christopher Corey and Keith Farrow, which shall serve in such capacity until their successors have been elected and qualified or until their resignation or removal.

4.2 Officers. The Manager(s) may delegate certain duties and may appoint officers of the Company which shall manage the Company’s operations under the direction of the Manager(s). The initial officers of the Company shall be as follows, which such officers shall serve in such capacity until their successors have been appointed and qualified or until their resignation or removal.

Jim McGrann	Executive Chairman and CEO
John Martin	CFO and Treasurer

Andrew Alcorn Secretary

4.3 Meetings. In the event that there is more than one Manager, the Managers shall meet from time to time as requested by any of the Managers. At least five (5) business days' notice of any meeting of the Managers shall be given to all Managers, provided that any Manager may waive receipt of notice of a meeting, either before or after the meeting, and the presence of any Manager at a meeting of the Managers shall constitute waiver of notice of the meeting. Meetings of the Managers may be held by telephone conference call or other means by which each Manager participating in the meeting may hear each other Manager participating in the meeting. A majority of the Managers shall constitute a quorum for the transaction of business at any meeting of the Managers. If less than a quorum of Managers is present at a Managers meeting, the meeting will be adjourned until a quorum is present, without further notice.

4.4 Voting; Action Without Meeting. Each Manager shall have one (1) vote. In the event that there is more than one Manager, the affirmative vote of a majority of the Managers present at a meeting at which a quorum is present shall be necessary and sufficient to take any action at any such meeting of the Managers. Any action required or permitted to be taken at any meeting of the Managers may be taken without a meeting if such number of Managers as would be required to approve such action at a meeting of the Managers shall consent to the action in writing and such written consent is filed with the records of the meeting. At least two (2) days' notice of any action to be taken without a meeting of the Managers shall be given to all Managers.

4.5 Removal of a Manager; Vacancies. A Manager may be removed from such position at any time, with or without cause, by the Member. Any vacancy in a Manager position may be filled by the Member.

4.6 Resignation. Any Manager may resign from office by delivering or causing to be delivered to any Manager or the Member, a written resignation, which shall take effect upon being so delivered or at such other time as may be therein specified.

4.7 Certificates and Other Filings. Any Manager is hereby authorized to execute or cause to be executed all other instruments, certificates, notices and documents, and to do or cause to be done all such filing, recording, publishing and other acts as may be deemed by the Manager to be necessary or appropriate from time to time to comply with all applicable legal requirements for the formation or operation or, when appropriate, termination of a limited liability company in the State of Delaware and all other jurisdictions where the Company does or shall desire to conduct its business.

4.8 Company Expenses. The Company shall be responsible for all expenses incurred by it in the conduct of its business including, without limitation, (i) all expenses incurred in connection with Company operations, including, without limitation, all third party out-of-pocket costs and expenses of custodians, paying agent, registrar, counsel and independent accountants, and any taxes, fees or other government charges levied against the Company, (ii) all costs incurred in connection with the preparation of or relating to reports made to the Member, (iii) all costs related to litigation involving the Company, directly or indirectly, including, without limitation, attorneys' fees incurred in connection therewith, (iv) all costs related to the Company's indemnification obligations and (v) all costs related to organization.

ARTICLE V
BOOKS OF ACCOUNT, RECORDS AND REPORTS; DISTRIBUTIONS

5.1 Maintenance of Books and Records, Etc. The Company shall maintain books and records in such manner as is utilized in preparing the Company's United States federal information tax return, if applicable, in compliance with the Code and the Act, and such other records as may be required in connection with the preparation and filing of the Company's required United States federal, state and local income tax returns or other tax returns or reports of foreign jurisdictions, as applicable.

5.2 Distributions. Distributions shall be made to the Member in accordance with the percentage of outstanding Membership Interests held by the Member (the "Percentage Interest"), at the times determined by the Member; provided, however, that no distribution shall be made in violation of the Act.

ARTICLE VI
TRANSFER OF MEMBERSHIP INTERESTS; SUBSTITUTE
AND ADDITIONAL MEMBERS

6.1 Assignments. The Member may transfer all or any part of the Member's Membership Interest. Without limiting the generality of the foregoing, the Member shall be permitted to assign, convey, exchange, pledge, grant, hypothecate or transfer all or a portion of its Membership Interest. Notwithstanding Section 6.2, upon the sale, transfer, assignment or other disposition of all or a portion of the Member's Membership Interests pursuant to a valid exercise of a remedy by any pledgee in accordance with a pledge agreement, security agreement or other collateral documentation entered into by the Member, the pledgee (or its designee) shall have the right (but not the obligation) to become a member hereunder without the need for any further consents, approvals or other actions and shall acquire all right, title and interest of the Member, whether voting, economic or otherwise and including all rights hereunder, and the Member shall be withdrawn and shall have no further right, title or interest hereunder.

6.2 Transferee. If the Member transfers its interest in the Company pursuant to this Section, the transferee shall be admitted to the Company as a Member upon such transferee's execution of an instrument signifying the transferee's intention to be bound by the terms and conditions of this Agreement. The transferee will be required to pay or reimburse the Company for all reasonable fees and costs incurred by the Company in connection with such transfer.

ARTICLE VII
LIMITATION OF LIABILITY; INDEMNIFICATION

7.1 Limitation of Liability. The Member's liability for the debts and obligations of the Company shall be limited as set forth in the Act and other applicable law. Neither the Company nor any Manager shall be responsible or liable for any indebtedness or obligation of the Member incurred or arising either before or after the execution of this Agreement.

7.2 Indemnification.

(a) The Company shall indemnify and hold harmless each Manager and officer of the Company from and against any and all losses, obligations, liabilities, damages, claims, deficiencies, costs and expenses which may be asserted against or sustained or incurred by such Manager or any officer of the Company by reason of any act performed or omitted to be performed by such person in connection with the Company's business or this Agreement, including reasonable attorneys' fees incurred by such person in connection with the defense of any claim or action based on any such act or omission, except to the extent such indemnification is prohibited by law; provided, however, that the Manager(s) and officers of the Company shall not be entitled to any indemnification in respect of any loss, damage or claim incurred by reason of their gross negligence or willful misconduct.

(b) The indemnified party shall cooperate in all reasonable respects with the indemnifying party in the investigation, trial and defense of any such action and any appeal arising therefrom.

ARTICLE VIII **DURATION AND TERMINATION OF THE COMPANY**

8.1 Term. The existence of the Company shall continue until a determination by the Member to terminate the Company or as required by the Act (an "Event of Termination").

8.2 Winding-Up and Plan of Liquidation. Upon the occurrence of an Event of Termination, the Company shall be dissolved and wound-up. In connection with the dissolution and winding-up of the Company, the Manager(s) or, if the Manager(s) appoint a liquidator or other representative (such appointed liquidator or representative, the "Representative") shall wind up the Company's affairs as provided in the Act. Upon completion of the winding up of the Company, the Manager(s) or the Representative shall distribute the property of the Company, (i) first, to the Company's creditors (which may include the Member) to the fullest extent permitted by law, and (ii) second, to the Member in accordance with its Percentage Interest. Upon the completion of the winding up and liquidation of the Company, the Manager(s) or the Representative shall deliver the certificate of cancellation of the Company to the Delaware Secretary of State for filing.

ARTICLE IX **ACCOUNTS**

9.1 Separate Accounts. The Company shall maintain separate bank accounts and there shall be no commingling of collections or other accounts of the Member with the Company's accounts.

ARTICLE X **MISCELLANEOUS**

10.1 Entire Agreement. This Agreement together with the documents expressly referred to herein, each as amended or supplemented, constitutes the entire agreement among the parties with respect to the subject matter hereof or thereof and supersedes any prior agreement or understanding among the parties hereto with respect to the subject matter hereof.

10.2 Choice of Law. THIS AGREEMENT AND THE RIGHTS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE AND, WITHOUT LIMITATION THEREOF, THE ACT AS NOW ADOPTED OR AS MAY BE HEREAFTER AMENDED, WHICH SHALL GOVERN THE LIMITED LIABILITY COMPANY ASPECTS OF THIS AGREEMENT.

10.3 Successors and Assigns. Except as otherwise specifically provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, heirs, administrators, executors, successors and assigns.

10.4 Interpretation. When a reference is made in this Agreement to a Section or Article, such reference shall be to the specified Section or Article to this Agreement unless otherwise specifically indicated. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. The Section and Article headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

10.5 Headings. The headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend or otherwise affect the scope or intent of this Agreement or any provision hereof.

10.6 Severability. If any provision of this Agreement, or the application of such provision to any person or entity or circumstance, shall be held invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions of this Agreement, or the application of such provision in jurisdictions or to persons or entities or circumstances other than those to which it is held invalid, illegal or unenforceable shall not be affected thereby.

10.7 Counterparts. This Agreement may be executed in counterparts (whether by original signature, facsimile or other electronic means), each of which shall be deemed an original but all of which shall constitute one and the same instrument.

10.8 Non-Waiver. No provision of this Agreement shall be deemed to have been waived unless such waiver is contained in a written notice given to the party claiming such waiver has occurred, provided that no such waiver shall be deemed to be a waiver of any other or further obligation or liability of the party or parties in whose favor the waiver was given.

10.9 Notices.

(a) Any notice, report or other information to be given to the Member shall be given at the address of the Member set forth in the books and records of the Company or such other mailing address of which the Member shall advise the Manager(s) in writing. Any notice to

the Company or the Manager(s) shall be given at the principal office of the Company as set forth in Section 1.4.

(b) Any notice, report or other information shall be deemed to have been duly given and received: (i) if personally delivered, when received or (ii) if sent by recognized overnight courier, on the next business day (or second following business day if mailed outside of the United States).

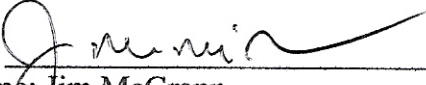
10.10 Waiver of Trial by Jury. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTER ARISING HEREUNDER.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed as of the Effective Date.

COMPANY

HEALTHY EYES ADVANTAGE, LLC

By: 
Name: Jim McGrann
Title: Manager

SOLE MEMBER

HEALTHY EYES ADVANTAGE HOLDINGS, INC.

By: _____
Name: John Martin
Title: CFO

[Signature Page to Limited Liability Company Agreement of Healthy Eyes Advantage, LLC]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed as of the Effective Date.

COMPANY

HEALTHY EYES ADVANTAGE, LLC

By: _____

Name: Jim McGrann

Title: Manager

SOLE MEMBER

HEALTHY EYES ADVANTAGE HOLDINGS, INC.

By: _____ 

Name: John Martin

Title: CFO

[Signature Page to Limited Liability Company Agreement of Healthy Eyes Advantage, LLC]