

**FIRST AMENDMENT TO THE
LIMITED LIABILITY COMPANY AGREEMENT OF
HEALTHY EYES ADVANTAGE, LLC**

THIS FIRST AMENDMENT (this “**Amendment**”) to the Limited Liability Company Agreement of Healthy Eyes Advantage, LLC, a Delaware limited liability company (the “**Company**”), dated as of December 31, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”), is effective as of July 27, 2021 (the “**First Amendment Date**”). Capitalized terms used but not defined herein have the respective meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, the Member and the Managers, pursuant to a Written Consent of the Managers dated on or around the date hereof, have authorized and directed the amendment of the Agreement in accordance herewith.

NOW, THEREFORE, the Company hereby adopts the following amendments to the Agreement:

AMENDMENTS

1. Amendment to Section 3.1. Section 3.1 of the Agreement is amended and restated in its entirety to read as follows:

3.1 No Opt-Into Article 8; Membership Interest. So long as any pledge or hypothecation of any Membership Interests in the Company to any lender to the Company or any affiliate of the Company or to any agent acting on such lender’s behalf is in effect, the Company shall not elect that its Membership Interests become governed by Article 8 of the Uniform Commercial Code as in effect in any relevant jurisdiction without the consent of all pledgees of such Membership Interests or the delivery of any applicable limited liability company certificate or control agreement necessary to perfect each such pledgee’s interests in the applicable Membership Interests. This Section 3.1 shall not be amended without the prior written consent of all such pledgees, if any. 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.

2. Amendment to Section 6.1. Section 6.1 of the Agreement is amended and restated in its entirety to read as follows:

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. In connection with any financing by the Company or its sole Member

(or any direct or indirect parent thereof), any Member of the Company may pledge or grant a security interest, lien or other encumbrance in or against any or all of such Member's Membership Interest and all of its right, title and interest under this Agreement in favor of the lenders (or an agent on behalf of such lenders) without any further consents, approval or actions required by such lenders (or agent), any Member, the Company, the Managers or any other person under this Agreement or otherwise (except to the extent required by the terms and conditions under which such pledge is made or such security interest, lien or encumbrance is granted). The pledgee or grantee thereof, and any assignees or successors in interest thereof shall have the right to enforce and foreclose on any such pledge, security interest, lien or encumbrance in accordance with the terms and conditions under which such pledge is made or such security interest, lien or encumbrance is granted and upon such enforcement or foreclosure, shall be admitted as a Member and entitled to exercise any rights or powers of a Member hereunder. This Section 6.1 shall not be amended without the prior written consent of any applicable lender, pledgee or grantee. Notwithstanding Section 6.2, the purchaser of any Membership Interest upon a foreclosure, strict foreclosure, public or private sale thereof shall become a Member of the Company upon execution of a counterpart of this Agreement and such purchaser's assuming all of the duties and obligations of a Member of the Company. The Company shall recognize such assignment or sale and admit the purchaser as provided in this paragraph. The admission of such a purchaser shall be effective retroactively to the closing date of the purchase from the secured party if a counterpart of this Agreement is executed and delivered by the purchaser to the Company in writing, digitally or electronically within 90 days following the closing date of the sale by the secured party to such purchaser.

MISCELLANEOUS

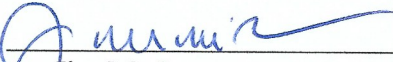
3. No Other Changes. Except as specifically amended above, the Agreement remains unchanged and in full force and effect.

4. Counterpart Execution; Fax Signatures. Transmission of an executed counterpart by fax or PDF file of this Amendment shall be deemed to constitute due and sufficient delivery of such counterpart, and such signature shall be deemed an original signature for purposes of the enforcement and construction of this Agreement.

IN WITNESS WHEREOF, this First Amendment to the Limited Liability Company Agreement of Healthy Eyes Advantage, LLC has been duly approved by the Managers and the Member, effective as of the First Amendment Date.

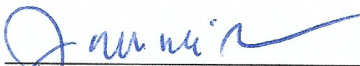
THE COMPANY:

HEALTHY EYES ADVANTAGE, LLC

By: 
Name: Jim McGrann
Title: Chief Executive Officer

SOLE MEMBER:

HEALTHY EYES ADVANTAGE HOLDINGS, INC.

By: 
Name: Jim McGrann
Title: President and Chief Executive Officer