

**LIMITED LIABILITY COMPANY AGREEMENT
OF
EMX EYE CARE MANAGEMENT, LLC**

THIS LIMITED LIABILITY COMPANY AGREEMENT (“Agreement”) is entered into as of the 25th day of November, 2019, by EYEMART EXPRESS LLC, a Texas limited liability company, (the “Member”), with respect to EMX EYE CARE MANAGEMENT, LLC, a Delaware limited liability company (the “Company”).

WHEREAS, the Member, as the sole member of the Company, desires to adopt this Agreement as the Limited Liability Company Agreement of the Company.

NOW, THEREFORE, this Agreement is hereby adopted by the Member:

1. Formation.

1.1 Formation. The Company was formed as a limited liability company pursuant to the provisions of the Delaware Code §§18-101 et seq. (the “Act”) on November 25, 2019.

2. Name and Office.

2.1 Name. The name of the Company is **EMX EYE CARE MANAGEMENT, LLC.**

2.2 Principal Office. The principal office of the Company shall be at 138 Senlac Drive, Suite 200, Farmers Branch, TX 75234, or at such other place as shall be determined by the Member. The books of the Company shall be maintained at such principal place of business or such other place that the Member shall deem appropriate. The Company shall designate an agent for service of process in Texas in accordance with the provisions of the Act.

3. Purposes and Term.

3.1 Purposes. The purposes of the Company are to engage in any lawful activities in which a limited liability company may engage under the Act as is determined by the Member.

3.2 Company’s Power. In furtherance of the purposes of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purposes, or as otherwise contemplated in this Agreement.

3.3 Term. The term of this Agreement and the existence of the Company shall be perpetual unless as otherwise determined by the Member or until dissolved in accordance with Section 14.

4. *Equity Interests*

4.1 *The Units*

(a) The Company's equity interest shall be represented by Units issued to its Member.

(b) All Units are identical to each other and accord the holders thereof the same obligation, rights, and privileges as are accorded to each other holder thereof.

(c) The Company is authorized to issue certificates to represent any or all of the Units. Each certificate for Units held by the Member which is subject to the terms and conditions of this Agreement including all certificates for Units issued after the date hereof, shall be endorsed with the following legend:

THE UNITS REPRESENTED BY THIS CERTIFICATE (THE "UNITS") HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE, AND HAVE BEEN ISSUED OR SOLD IN RELIANCE UPON EXEMPTIONS FROM REGISTRATION THEREUNDER. THE UNITS MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED AT ANY TIME EXCEPT (1) AS PERMITTED UNDER THE ACT AND APPLICABLE STATE LAWS, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR IN A TRANSACTION WHICH IS EXEMPT FROM REGISTRATION THEREUNDER AND (2) UPON RECEIPT BY THE COMPANY OF EVIDENCE SATISFACTORY TO IT OF COMPLIANCE WITH THE ACT AND ALL APPLICABLE STATE SECURITIES LAWS.

4.2 Article 8 Opt-In. Each limited liability company interest in the Company (including each Unit) shall constitute a "security" within the meaning of, and governed by (a) Article 8 of the Uniform Commercial Code (including Section 8-102(a)(15) thereof) as in effect from time to time in the State of Delaware (the "Delaware UCC") and (b) the corresponding provisions of the Uniform Commercial Code of any other applicable jurisdiction (each, an "Other State UCC"). For all purposes of Article 8 of the Delaware UCC and any Other State UCC and to the fullest extent permitted by law, the laws of the State of Delaware shall constitute the local law of the Company in the Company's capacity as the issuer of Units.

4.3 Transfer Books. The Company shall maintain books for the purpose of registering the Transfer of Units, and upon any Transfer of Units, the Company shall notify the registered owner of any applicable restrictions on the Transfer of limited liability company interests in the Company. If Units are represented by certificates, in connection with a Transfer in accordance with this Agreement of any certificated Units, the endorsed certificate(s) evidencing the Units shall be delivered to the Company for cancellation, and the Company shall thereupon issue a new

certificate to the transferee evidencing the Units that were transferred and, if applicable, the Company shall issue a new certificate to the transferor evidencing any Units registered in the name of the transferor that were not transferred.

4.4 Certificate Signature. If Units are represented by certificates, each such certificate shall be executed by manual or facsimile signature of an officer on behalf of the Company.

5. Capital.

5.1 Capital Contributions of Member. The Member capital contributions are as reflected in the books and records of the Company. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

5.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 5.1, the Member shall not be obligated to contribute to, or loan money to, the Company.

5.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

6. Accounting.

6.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Member shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by the Member's duly authorized representatives at all reasonable times.

6.2 Fiscal Year. The fiscal year of the Company shall be the Member's fiscal year.

7. Bank Accounts.

7.1 Bank Accounts. All funds of the Company shall be deposited into such checking, savings and/or money market accounts or time certificates as shall be designated by the Member. Withdrawals therefrom shall be made upon such signature or signatures as the Member may designate. Company funds shall not be commingled with those of any other person.

8. Net Income and Net Loss.

8.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

9. Federal Income Tax Election.

9.1 Tax Treatment. It is the intention of the Member that for federal, state, and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

10. Distributions.

10.1 Distributions. The Member shall determine, in the Member's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

11. Managers.

11.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Managers, subject to any limitation set forth in the Company's Certificate of Formation. The initial Manager is Eyemart Express LLC.

11.2 Number, Election, and Term. The number of Managers shall be no less than one (1) and no more than seven (7). Managers shall be elected by the Member at each annual meeting. A decrease in the number of Managers shall not shorten an incumbent Manager's term. The term of a Manager elected to fill a vacancy shall expire at the next Member's meeting at which Managers are elected. Despite the expiration of a Manager's term, he/she shall continue to serve until his/her successor is elected and qualifies or until there is a decrease in the number of Managers.

11.3 Resignation of Managers. A Manager may resign at any time by delivering written notice to the Managers, the Chairman, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

11.4 Removal of Managers by Members. A Manager shall be removed by the Member only at a meeting called for the purpose of removing him/her and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the Manager. The Member may remove one or more Managers with or without cause unless the Company's Certificate of Formation provides that Managers may be removed only for cause.

11.5 Vacancy in Number of Managers. Unless the Company's Certificate of Formation provides otherwise, if a vacancy occurs in the number of Managers, including a vacancy resulting from an increase in the number of Managers, the Member may fill the vacancy; the Managers may fill the vacancy; or if the Managers remaining in office constitute fewer than a quorum of the Managers, they may fill the vacancy by the affirmative vote of a majority of all the Managers remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new Manager may not take office until the vacancy occurs.

11.6 Compensation of Managers. Unless the Company's Certificate of Formation provides otherwise, the Managers shall not be paid any compensation for serving as Managers.

11.7 Meetings. The Managers may hold regular or special meetings in or out of the State of Texas. The Managers may permit any or all Managers to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Managers participating may simultaneously hear each other during this meeting. A Manager participating in a meeting by such means shall be deemed to be present in person at the meeting.

11.8 Special Meetings. Special meetings of the Managers may be called by, or at the request of, (a) the Chairman of the Managers, (b) Members holding not less than thirty percent (30%) in Common Units of the Company, or (c) the chief executive officer of the Company. All special meetings of the Managers shall be held at the principal office of the Company or such other place as may be specified in the notice of the meeting.

11.9 Action Without Meeting. Any action required or permitted to be taken at a Managers' meeting may be taken without a meeting if the action is taken by a majority of the Managers. The action shall be evidenced by one or more written consents describing the action taken, signed by each Manager, and included in the minutes or filed with the Company records reflecting the action taken. Action taken under this Section shall be effective when the last Manager signs the consent, unless the consent specifies a different effective date.

11.10 Notice of Meeting. Unless the Company's Certificate of Formation provides otherwise, regular meetings of the Managers may be held without notice of the date, time, place, or purpose of the meeting. Unless the Certificate of Formation provides for a longer or shorter period, special meetings of the Managers shall be preceded by at least two (2) days' notice of the date, time, and place of the meeting. Unless otherwise provided by the Certificate of Formation, the notice shall not be required to describe the purpose of the special meeting.

11.11 Waiver of Notice. A Manager may waive any notice required by the Company's Certificate of Formation or this Agreement or the Act before or after the date and time stated in the notice. Except as otherwise provided in this Section, the waiver shall be in writing, signed by the Manager entitled to the notice, and filed with the minutes or Company records. A Manager's attendance at or participation in a meeting shall waive any required notice to him of the meeting unless the Manager at the beginning of the meeting, or promptly upon his arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

11.12 Quorum and Voting. Unless the Company's Certificate of Formation requires a greater or lesser number, a majority of the number of Managers fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Managers. If a quorum is present when a vote is taken, the affirmative vote of a majority of Managers present shall be the act of the Manager unless the Certificate of Formation requires the vote of a greater

number of Managers. A Manager who is present at a meeting of the Managers or a committee of the Managers when action is taken shall be deemed to have assented to the action taken unless: he objects at the beginning of the meeting, or promptly upon his arrival, to holding it or transacting business at the meeting; his dissent or abstention from the action taken is entered in the minutes of the meeting; or he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a Manager who votes in favor of the action taken.

12. Offices.

12.1 Offices. Managers may appoint and remove from time any such officers of Company as Managers determine.

12.2 Duties of Officers. Each officer of the Company shall have the respective authority and shall perform the duties set forth in this Agreement for such officer's respective office or, to the extent consistent with this Agreement, the duties prescribed by the Managers or by direction of an officer authorized by the Managers to prescribe the duties of other officers.

12.3 Election and Term of Officers. The officers of the Company shall be elected by the Managers from time to time. Vacancies may be filled or new offices created and filled by the Managers or Member. Each officer shall hold office until his or her successor shall be duly elected or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

12.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company President and/or Secretary. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Member or Managers may fill the pending vacancy before the effective date if the Managers provide that the successor shall not take office until the effective date. The Managers or Member may remove any officer at any time with or without cause.

13. Indemnification of Officers.

13.1 General. The Company shall, to the fullest extent permitted by, and in accordance with the provisions of, the Act, as it presently exists or may hereafter be amended, indemnify each officer of the Company against expenses (including attorneys' fees), judgments, taxes, fines, and amounts paid in settlement, incurred by him or her in connection with, and shall advance expenses (including attorneys' fees) incurred by him or her in defending, any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) to which he or she is, or is threatened to be made, a party by reason of the fact that he or she is or was an officer of the Company, or is or was serving at the request of the Company as a manager, officer, partner, employee, member or agent of another domestic or foreign corporation, partnership, joint venture, trust or other enterprise. Advancement of expenses shall be made upon receipt of an undertaking, with such security, if any, as the Managers may reasonably require, by or

on behalf of the person seeking indemnification to repay amounts advanced if it shall ultimately be determined that he or she is not entitled to be indemnified by the Company as authorized herein. Such right of indemnification shall not be deemed exclusive of any other rights to which members or officers of the Company may be entitled under any statute, provision in the Company's Certificate of Formation, agreement or action of the Managers of the Company, or otherwise, and shall continue as to a person who has ceased to be an officer of the Company, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

13.2 Insurance. Without in any way limiting the Company's power to purchase and maintain insurance for any other purpose or on behalf of any other person, the Company may purchase and maintain insurance on behalf of any person who is or was an officer, employee or agent of the Company, or a manager, officer, employee or agent of another domestic or foreign corporation, limited liability company, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in such capacity or arising out of the status as such, whether or not the Company would have the power or be obligated to indemnify him or her against such liability under the provisions of Section 13.1 of this Agreement or the Act.

14. Dissolution.

14.1 Dissolution. The Company shall dissolve upon, but not before, the decision of the Managers to dissolve the Company. Dissolution of the Company shall be effective upon the date on which the event giving rise to the dissolution occurs, but the Company shall not terminate until the assets of the Company have been distributed as provided in Section 14.3. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

14.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Managers shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Members in kind in liquidation of the Company.

14.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Managers determine to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

15. Assignment.

15.1 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's interest in the Company. Upon the dissolution of the Member, the successor-in-interest to the Member shall automatically become a substitute Member.

16. General.

16.1 Amendment. This Agreement may be modified or amended from time to time only upon the written consent of the Member.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the Member and its successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

16.8 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

[Signature Page Follows]

IN WITNESS WHEREOF, the Member has duly executed this Agreement as of the date and year first above written.

EYEMART EXPRESS LLC, SOLE MEMBER

By: _____
Michael Bender, President and CEO