

AGREEMENT OF LIMITED PARTNERSHIP
OF
EYEMART EXPRESS CA, LP

This Agreement of Limited Partnership (this “Agreement”) of Eyemart Express CA, LP, dated as of January 19, 2023, is entered into by and between Eyemart Express Holdings, LLC, a Delaware limited liability company, as general partner (the “General Partner”), and Eyemart Express LLC, a Delaware limited liability company, as the initial limited partner (the “Initial Limited Partner”).

The General Partner and the Initial Limited Partner hereby form a limited partnership pursuant to and in accordance with the Delaware Revised Uniform Limited Partnership Act (6 Del. C. § 17-101, et seq.) (the “Act”), and hereby agree as follows:

1. Name. The name of the limited partnership formed hereby is Eyemart Express CA, LP (the “Partnership”).

2. Purpose. The object and purpose for which the Partnership is being organized is to engage in any lawful activity for which limited partnerships may be organized in this State.

3. Registered Office. The registered office of the Partnership in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

4. Registered Agent. The name and address of the registered agent of the Partnership for service of process on the Partnership in the State of Delaware is Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808.

5. Partners. The names and business addresses of the General Partner and the Initial Limited Partner are as follows:

General Partner

Eyemart Express Holdings, LLC
13800 Senlac Drive, Suite 200
Farmers Branch, TX 75234

Initial Limited Partner

Eyemart Express, LLC
13800 Senlac Drive, Suite 200
Farmers Branch, TX 75234

6. Powers. The powers of the General Partner include all powers, statutory and otherwise, possessed by general partners under the laws of the State of Delaware.

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7. Term. The Partnership shall dissolve, and its affairs shall be wound up, on the earlier to occur of (a) the date on which all of the partners of the Partnership approve in writing to dissolve the Partnership, (b) an event of withdrawal of the General Partner has occurred under the Act, or (c) an entry of a decree of judicial dissolution has occurred under Section 17-802 of the Act.

8. Capital Contributions. No partner of the Partnership is required to make capital contributions to the Partnership.

9. Allocations of Profit and Losses. The Partnership's profits and losses shall be allocated to the Initial Limited Partner.

10. Distributions. At the time determined by the General Partner, the General Partner shall cause the Partnership to distribute any cash held by it which is not reasonably necessary for the operation of the Partnership. Cash available for distribution shall be distributed to the Initial Limited Partner.

11. Certificates; Opt-Out of Article 8 of the UCC. All partnership interests in the Partnership ("Interests") are and at all times shall remain uncertificated (and any certificate purporting to evidence any Interests shall be null and void ab initio). The Interests are not and shall not at any time be "securities" or "investment property" covered by Article 8 of the Uniform Commercial Code of the State of Delaware (or the Uniform Commercial Code of any other applicable jurisdiction). No partners of the Partnership will amend this Agreement to provide that the Interests are "securities" or "investment property" governed by Article 8 of the Uniform Commercial Code or otherwise "opt in" to Article 8 of the Uniform Commercial Code.

12. Assignments. The Initial Limited Partner may assign all or any part of its partnership interest only with the consent of the General Partner. The Initial Limited Partner has no right to grant an assignee of its partnership interest the right to become a substituted limited partner.

13. Withdrawal. Except as provided in the following Section 14, no right is given to any partner to withdraw from the Partnership.

14. Additional Partners.

(a) Without the approval of the Initial Limited Partner, the General Partner may not admit additional limited partners to the Partnership.

(b) The Partnership shall continue as a limited partnership under the Act after the admission of any additional limited partners pursuant to this Section 14.

(c) The admission of additional limited partners pursuant to this Section 14 shall be accomplished by the amendment of this Agreement and, if required by the Act, the filing of an appropriate amendment of the Partnership's Certificate of Limited Partnership in the office of the Secretary of State of the State of Delaware.

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15. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by such laws.

16. Counterparts. This Agreement may be executed in any number of counterparts (including via facsimile or other electronic method), each of which when so executed shall be an original, but all of which shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement of Limited Partnership as of the date first written above.

GENERAL PARTNER:

EYEMART EXPRESS HOLDINGS, LLC

By:

By: 
2A213B41A3C14FE
Name: Jason Shanks
Title: Authorized Signatory

INITIAL LIMITED PARTNER:

EYEMART EXPRESS, LLC

By:

By: 
2A213B41A3C14FE
Name: Jason Shanks
Title: Authorized Signatory