VISUAL EYES EYEWEAR, LLC

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

Dated as of December 8, 2020

THE UNITS REPRESENTED BY THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH UNITS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS, OR AN EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER RESTRICTIONS ON TRANSFER SET FORTH HEREIN.

TABLE OF CONTENTS

Page

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AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT is entered into as of December 8, 2020 (the "**Effective Date**") by and among the Company and the Members. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in Article I.

RECITALS

A. The Company was initially incorporated as a Florida corporation on or about September 20, 1999 (the "**Prior Entity**").

B. Effective November 3, 2020, Visual Eyes Holdings, Inc., a Florida corporation (the "**Rollover Member**"), acquired all of the issued and outstanding shares of stock of the Prior Entity.

C. Effective November 16, 2020, the Rollover Member caused the conversion of the Prior Entity into the Company by filing a Certificate of Conversion and a Certificate of Formation (the "**Certificate**") with the office of the Secretary of State of the State of Delaware in accordance with the Delaware Act.

D. Upon the effectiveness of the Certificate, the Rollover Member held all of the issued and outstanding Equity Securities of the Company, which consisted of 1,000 Common Units.

E. In connection with the formation, by conversion, of the Company, the Rollover Member adopted that certain Operating Agreement of the Company, dated as of November 16, 2020 (the "**Prior Agreement**").

F. Effective as of immediately prior to the consummation of this Agreement, Eyemart Express LLC, a Delaware limited liability company (the "**EE Member**"), acquired 600 Common Units from the Rollover Member pursuant to that certain Membership Interest Purchase Agreement by and among the Rollover Member, the EE Member, the Equityholders defined therein and the Company (the "**Purchase Agreement**").

G. In connection with the Purchase Agreement and the transactions contemplated thereunder, the parties hereto desire to (i) amend and restate the Prior Agreement and (ii) enter into this Agreement to set forth and agree upon their respective rights, duties and responsibilities with respect to the Company.

AGREEMENT

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used but not otherwise defined herein shall have the following meanings:

"**Additional Member**" means a Person admitted to the Company as a Member pursuant to Section 10.2.

"**Adjusted Capital Account Deficit**" means, with respect to any Capital Account of a Person as of the end of any Taxable Year, the amount by which the balance in such Capital Account is less than zero. For this purpose, such Person's Capital Account balance shall be (i) reduced for any items described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6) and (ii) increased for any amount such Person is obligated to contribute or is treated as being obligated to contribute to the Company pursuant to Treasury Regulation Sections 1.704-1(b)(2)(ii)(c) (relating to partner liabilities to a partnership) or 1.704-2(g)(1) and 1.704-2(i) (relating to Minimum Gain).

"**Affiliate**" means, with respect to any particular Person, any other Person controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" means this Amended and Restated Limited Liability Company Agreement of the Company, as amended, restated and modified from time to time in accordance with its terms.

"**Approved Sale**" has the meaning set forth in Section 9.3(a).

"**Assignee**" means a Person to whom Units have been Transferred in accordance with the terms of this Agreement and the other agreements contemplated hereby, but who has not become a Member pursuant to Article X.

"**Assumed Tax Rate**" means an assumed combined marginal federal, state and local income tax rate determined by the Board in its discretion (taking into account the character of the income or gain realized by the Company), which rate shall be the same for all Unitholders in each Fiscal Year.

"**Base Rate**" means, on any date, a variable rate per annum equal to the rate of interest most recently published by The Wall Street Journal as the "prime rate" at large U.S. money center banks.

"**Board**" has the meaning set forth in Section 5.1(a).

"**Book Value**" means, with respect to any property of the Company, the Company's adjusted basis for federal income tax purposes, adjusted from time to time to reflect the adjustments required or permitted by Treasury Regulation Sections 1.704-1(b)(2)(iv)(d)-(g), except that, in the case of any property contributed to the Company, the "Book Value" of such property shall initially equal the Fair Market Value of such property.

"**Business**" means (a) the business of manufacturing, selling and distributing eyewear and sunwear and any and all related services provided in connection therewith and (b) in addition to, and not in lieu of clause (a), any other business conducted by the Company or which the Company is actively planning to pursue that is a reasonable extension of the Company's existing business, in each case, whether directly or through any of its Subsidiaries, as of the applicable date of determination.

"**Business Opportunity**" means any business opportunity, transaction or other matter in which a Unitholder or its Affiliates desires or seeks to participate and that involves any aspect of the Business in which the Company or any of its Subsidiaries conducts or proposes to conduct its respective business.

"**Capital Account**" means the capital account maintained for a Unitholder pursuant to Section 3.2.

"**Capital Contributions**" means any cash, cash equivalents or the Fair Market Value of other property (determined as of the time of contribution, without regard to Section 7701(g) of the Code, and net of liabilities secured by such property that the Company assumes or to which the Company's ownership of such property is subject) which a Unitholder contributes or is deemed to have contributed to the Company with respect to any Unit.

"**Certificate**" has the meaning set forth in the Recitals.

"**Certificated Units**" has the meaning set forth in Section 3.1(a).

"**Change of Control**" means either (a) the sale, lease, transfer, conveyance or other disposition, in one transaction or a series of related transactions (including by way of merger, consolidation, recapitalization, reorganization or sale of securities of one or more of the Subsidiaries of the Company), to a Person for value, of all or substantially all of the assets of the Company or of the Company and its Subsidiaries on a consolidated basis or (b) a transaction or series of related transactions (including by way of merger, consolidation, recapitalization, reorganization or sale of securities by the holders of securities of the Company) with any Person the result of which is that the Members immediately prior to such transaction are (after giving effect to such transaction) no longer, in the aggregate, the "beneficial owners" (as such term is defined in Rule 13d-3 and Rule 13d-5 promulgated under the Securities Exchange Act), directly or indirectly through one or more intermediaries, of more than fifty percent (50%) of the voting power of the outstanding securities of the Company.

"**Code**" means the United States Internal Revenue Code of 1986, as amended.

"**Common Unit**" means a Unit having the rights and obligations specified with respect to a Common Unit in this Agreement.

"**Company**" means Visual Eyes Eyewear, LLC, a Delaware limited liability company.

"**Company Board**" means the Board, any committee thereof or any board of managers or board of directors or other similar governing body of any of the Company's Subsidiaries or any committee thereof.

"**Company Group**" means, collectively, the Company and its Subsidiaries.

"**Company Status**" has the meaning set forth in Section 6.4(a).

"**Confidential Information**" has the meaning set forth in Section 6.7.

"**Delaware Act**" means the Delaware Limited Liability Company Act, 6 Del.L. § 18-101, et seq., as it may be amended from time to time, and any successor to such statute.

"**Designated Individual**" has the meaning set forth in Section 8.3(a).

"**Distribution**" means each distribution made by the Company to a Unitholder, whether in cash, property or securities of the Company, and whether pursuant to Section 4.1, Section 12.2 or otherwise; provided that an exchange of securities for equivalent value received in any recapitalization, exchange or conversion of securities of the Company, or any subdivision (by Unit split or otherwise) or any combination

(by reverse Unit split or otherwise) of any outstanding Units, in each case, on a pro rata basis, shall not be deemed to be a "Distribution".

"**EE Managers**" has the meaning set forth in Section 5.2(a)(i).

"**EE Member**" has the meaning set forth in the Recitals.

"**Effective Date**" has the meaning set forth in the Preamble.

"**Electing Unitholders**" has the meaning set forth in Section 9.2(a).

"**Employment Agreement**" means any employment agreement, retention agreement, consulting agreement, restrictive covenant agreement or any similar agreement to which the Company and/or any of its Subsidiaries is a party, each as amended, modified and/or waived from time to time.

"**Equity Securities**" means (a) Units or other equity interests in the Company or in any Subsidiary of the Company, (b) obligations, evidences of indebtedness or other securities or interests convertible, exchangeable into Units or other equity interests in the Company or any Subsidiary of the Company, (c) warrants, options, other convertible or exchangeable securities or other rights to purchase or otherwise acquire, in each case, with or without consideration, Units or other equity interests in the Company or any Subsidiary of the Company and (d) debt securities issued by the Company or any Subsidiary of the Company that contain any equity features and/or are convertible into equity securities.

"**Event of Withdrawal**" means the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company.

"**Excluded Securities**" means any of the following: (a) Common Units set forth on the Schedule of Unitholders on the Effective Date, (b) Equity Securities issued to officers and managers of the Company Group in exchange for Capital Contributions after the date hereof, (c) any Units (or Equity Securities convertible into or exercisable for Units) that may be issued to employees or other service providers of the Company Group for services provided in a manner and upon such terms and conditions as may be approved by the Board, (d) Equity Securities issued in an acquisition by the Company or any of its Subsidiaries as consideration for the securities or assets acquired by the Company or such Subsidiary in connection therewith in a transaction or series of related transactions approved by the Board, but only in the event the securities or assets acquired by the Company or such Subsidiary in connection therewith are not owned or controlled by any Member or Affiliate thereof, (e) Equity Securities issued upon exercise or conversion or exchange of other Equity Securities which were issued in compliance with Section 3.1(d) or Equity Securities which were issued in an issuance which is exempt from Section 3.1(d), (f) Equity Securities issued to any Independent Third Party in connection with any arm's length commercial transaction that has been approved by the Board, (g) Equity Securities issued to any lender that is an Independent Third Party in connection with any arm's length debt financing, refinancing of debt or restructuring of debt that has been approved by the Board, (h) Equity Securities issued by the Company or any Subsidiary thereof to the Company or any other Subsidiary thereof, or (i) Equity Securities issued in connection with any Unit split, Unit dividend or recapitalization of the Company in which holders of the same class of Units participate on a pro rata basis.

"**Excluded Unitholder**" means a Person who (a) is not an "accredited investor" as such term is defined under the Securities Act and the rules and regulations promulgated thereunder or (b) has breached in any material respect any Restrictive Covenant and, if capable of cure, has not cured such breach in accordance with the terms set forth in such Restrictive Covenant.

"**Exempt Opportunities**" has the meaning set forth in Section 6.4(a).

"**Exempt Transfers**" has the meaning set forth in Section 9.1(a).

"**Expenses**" has the meaning set forth in Section 6.4(a).

"**Fair Market Value**" means, with respect to any asset or equity interest, its fair market value determined according to Article XIII.

"**Family Group**" means, with respect to a natural person, (a) such natural person's spouse and descendants, (b) such natural person's executor or personal representative, (c) any revocable trust, the sole trustee of which is such natural person or such natural person's executor or personal representative and which at all times is and remains solely for the benefit of such natural person or such natural person's spouse or descendants and (d) any corporation, limited partnership, limited liability company or other tax flow-through entity the governing instruments of which provide that such natural person or such natural person's executor or personal representative shall have the exclusive, nontransferable power to direct the management and policies of such entity and of which the sole record and beneficial owners of stock, partnership interests, membership interests or any other equity interests are limited to such natural person, such natural person's spouse or descendants or the trusts described in clause (c) above.

"**Fiscal Period**" means any interim accounting period within a Taxable Year established by the Board and which is permitted or required by Code Section 706.

"**Fiscal Quarter**" means each fiscal quarter ending March 31, June 30, September 30 and December 31, or such other quarterly accounting period as may be established by the Board.

"**Fiscal Year**" means the fiscal year ending on December 31 or such other annual accounting period as may be established by the Board.

"**Fully-Exercising Rights Holder**" has the meaning set forth in Section 3.1(d)(iii).

"**GAAP**" means United States generally accepted accounting principles.

"**Governmental Entity**" means the United States of America or any other nation, any State or other political subdivision thereof or any entity exercising executive, legislative, judicial, regulatory or administrative functions of government.

"**HSR Act**" has the meaning set forth in Section 12.6.

"**Indemnified Person**" has the meaning set forth in Section 6.4(a).

"**Indemnitee**" has the meaning set forth in Section 5.8.

"**Independent Third Party**" means any Person who is not an Affiliate, officer, director, general partner or manager of the Company, any Subsidiary of the Company or any Member.

"**Involuntary Transfer**" has the meaning set forth in Section 9.9.

"**IRS Notice**" has the meaning set forth in Section 8.4.

"**Joinder**" has the meaning set forth in Section 3.1(c).

"**Law**" means mans all federal, state and local statutes, laws (including common law), rules, regulations, codes, orders, ordinances, licenses, writs, injunctions, judgments, awards (including awards of any arbitrator) and decrees and other legally enforceable requirements enacted, adopted, issued or promulgated by any Governmental Entity.

"**Liquidation Assets**" has the meaning set forth in Section 12.2(b).

"**Liquidation FMV**" has the meaning set forth in Section 12.2(b).

"**Liquidation Statement**" has the meaning set forth in Section 12.2(b).

"**Manager**" means a current Manager on the Board, who, for purposes of the Delaware Act, will be deemed a "manager" (as defined in the Delaware Act), but will be subject to the rights, obligations, limitations and duties set forth in this Agreement.

"**Member**" means each of the Persons listed on the Schedule of Unitholders attached hereto as a Member, and any Person admitted to the Company as a Substituted Member or Additional Member, but only for so long as such Person is shown on the Company's books and records as the owner of one or more Units.

"**Minimum Gain**" means the partnership minimum gain determined pursuant to Treasury Regulation Section 1.704-2(d).

"**Offeree**" has the meaning set forth in Section 3.1(d)(i).

"**Offering**" has the meaning set forth in Section 3.1(d)(i).

"**Officers**" means each individual designated as an officer of the Company to whom authority and duties have been delegated pursuant to Section 5.5, subject to any resolution of the Board appointing or removing such individual as an officer or relating to such appointment.

"**Operating Officer**" has the meaning set forth in Section 5.5(c).

"**Partnership Representative**" has the meaning set forth in Section 8.3(a).

"**Permitted Transferee**" means (a) with respect to any Member who is an individual, a member of such Member's Family Group, (b) with respect to any Member which is an entity, any of such Member's Affiliates; provided that any such Person shall be considered a "Permitted Transferee" with respect to such Member only for so long as such Person remains an Affiliate of such Member, and (c) with respect to the Rollover Member, the Company in the event of a repurchase by the Company of the Rollover Member's Units pursuant to Section 9.9 or 9.10. Notwithstanding anything to the contrary contained herein, except as set forth in clause (c) above, none of the Company or any of its Subsidiaries shall in any event be a "Permitted Transferee" of any Member.

"**Person**" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, an association or any other entity or Governmental Entity.

"**Preemptive Share**" has the meaning set forth in Section 3.1(d)(i).

"**Prior Agreement**" has the meaning set forth in the Recitals.

"**Pro Rata Share**" means, with respect to each Unit, the proportional amount such Unit would receive of the Total Equity Value if an amount equal to the Total Equity Value were distributed to all Units in accordance with Section 4.1(b), and with respect to each Unitholder, such Unitholder's pro rata share of Total Equity Value represented by all Units owned by such Unitholder.

"**Proceeding**" has the meaning set forth in Section 5.8.

"**Profit**" and "**Loss**" mean, respectively, for each Fiscal Year or other period, an amount equal to the Company's taxable income or loss for such Fiscal Year or other period, determined in accordance with Section 703(a) of the Code (including all items of income, gain, loss or deduction required to be stated separately under Section 703(a)(1) of the Code), with the following adjustments:

(i) The computation of all items of income, gain, loss and deduction shall include those items described in Section 705(a)(l)(B) or Section 705(a)(2)(B) of the Code and Treasury Regulation Section 1.704-1(b)(2)(iv)(i), without regard to the fact that such items are not includable in gross income or are not deductible for federal income tax purposes;

(ii) If the Book Value of any property of the Company is adjusted pursuant to Treasury Regulation Sections 1.704-1(b)(2)(iv)(e) or (f), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such property;

(iii) Items of income, gain, loss or deduction attributable to the disposition of property of the Company having a Book Value that differs from its adjusted basis for tax purposes shall be computed by reference to the Book Value of such property;

(iv) Items of depreciation, amortization and other cost recovery deductions with respect to property of the Company having a Book Value that differs from its adjusted basis for tax purposes shall be computed by reference to such property's Book Value in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(g);

(v) To the extent an adjustment to the adjusted tax basis of any asset of the Company pursuant to Section 734 of the Code is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis); and

(vi) Any items that are specifically allocated pursuant to Section 4.3 shall not be taken into account.

"**Profits Interest**" means an interest in the future profits of the Company satisfying the requirements for a partnership profits interest transferred or issued in connection with the performance of services, as set forth in Internal Revenue Service Revenue Procedures 93-27 and 2001-43, or any future Internal Revenue Service guidance or other authority that supplements or supersedes the foregoing Internal Revenue Service Revenue Procedures.

"**Prohibited Indirect Transfer**" has the meaning set forth in Section 9.1(b).

"**Prohibited Transferee**" has the meaning set forth in Section 9.1(b).

"**Purchase Agreement**" has the meaning set forth in the Recitals.

"**Regulatory Allocations**" has the meaning set forth in Section 4.3(e).

"**Related Entity**" means any Affiliate of the EE Member.

"**Required Consent**" has the meaning set forth in Section 9.1(a).

"**Restrictive Covenant**" means any confidentiality, non-competition, non-solicitation or other similar covenant to which a Member is subject pursuant to an Employment Agreement or any other agreement between such Member, on the one hand, and the Company or any of its Subsidiaries, on the other hand.

"**Rights Holder**" means each holder of Common Units (other than an Excluded Unitholder, the Company or any Subsidiary of the Company).

"**RMO Percentage**" means the percentage of equity ownership held by a Rollover Member Owner in the Rollover Member as of the relevant date of determination.

"**Rollover Manager**" has the meaning set forth in Section 5.2(a)(ii).

"**Rollover Member**" has the meaning set forth in the Recitals.

"**Rollover Member Owners**" means the "natural persons" who are direct or indirect owners or beneficiaries of the Rollover Member, for so long as any such owner or beneficiary continues to hold, directly or indirectly, an equity or beneficial interest in the Rollover Member; provided, however, for the avoidance of doubt, in the event of a transfer by any such owner or beneficiary of his or her equity or beneficial interest in the Rollover Member to an Affiliate or a member of such owner or beneficiary's Family Group, such owner or beneficiary shall continue to be deemed to be a Rollover Member Owner for purposes of this definition. For the avoidance of doubt, Ray Hyman, Adam Hyman and Michael Hyman shall be considered Rollover Member Owners for all purposes of this Agreement.

"**Securities Act**" means the Securities Act of 1933, as amended, and applicable rules and regulations thereunder, and any successor to such statute, rules or regulations.

"**Securities Exchange Act**" means the Securities Exchange Act of 1934, as amended, and applicable rules and regulations thereunder, and any successor to such statute, rules or regulations.

"**Selling Unitholders**" has the meaning set forth in Section 9.2(a).

"**Specified Persons**" has the meaning set forth in Section 6.6(b).

"**Subsidiary**" means, with respect to any Person, any corporation, limited liability company, partnership, association or business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof or (b) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity (other than a corporation) if such Person or Persons shall be allocated a majority of the limited liability company,

partnership, association or other business entity gains or losses or shall be or control the managing member, manager or managing director (or a board comprised of any of the foregoing) or general partner of such limited liability company, partnership, association or other business entity. For purposes hereof, references to a "Subsidiary" of any Person shall be given effect only at such times that such Person has one or more Subsidiaries, and, unless otherwise indicated, the term "Subsidiary" refers to a Subsidiary of the Company.

"**Substituted Member**" means a Person that is admitted as a Member to the Company pursuant to Section 10.1.

"**Supplemental Indemnification Rights**" has the meaning set forth in Section 6.4(b).

"**Tag Along Rights Holders**" has the meaning set forth in Section 9.2(a).

"**Tag Along Sale**" has the meaning set forth in Section 9.2(a).

"**Tag Along Sale Notice**" has the meaning set forth in Section 9.2(a).

"**Tag Along Units**" has the meaning set forth in Section 9.2(a).

"**Tax**" or "**Taxes**" means any federal, state, county, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding or other tax, of any kind whatsoever, including any transferee liability and any interest, penalties or additions to tax or additional amounts in respect of any of the foregoing.

"**Tax Distribution**" has the meaning set forth in Section 4.1(a).

"**Taxable Year**" means the Company's accounting period for federal income Tax purposes determined pursuant to Section 8.2.

"**Termination of Employment**" has the meaning set forth in Section 9.10.

"**Total Equity Value**" means the aggregate proceeds which would be received by the Unitholders if: (a) all of the assets of the Company were sold at their fair value in a transaction between a willing buyer and a willing seller in an arms' length transaction with an Independent Third Party on a date determined by the Board (which may be the date on which the event occurred which necessitated the determination of the "Total Equity Value"), taking into account all relevant factors determinative of value (including the per share or per unit price, dividends, liquidation preferences and other terms of any securities being sold in such transaction), (b) the Company satisfied and paid in full all of its obligations and liabilities (including all Taxes, costs and reasonable expenses incurred in connection with such transaction and any contingent liabilities) and (c) such net sale proceeds were then distributed in accordance with Section 4.1(b).

"**Transfer**" means any direct or indirect sale, transfer, assignment, pledge, mortgage, exchange, hypothecation, grant of a security interest or other direct or indirect disposition or encumbrance of any right, title or interest (whether with or without consideration, whether voluntarily or involuntarily or by operation of Law). The terms "**Transferee**", "**Transferor**", "**Transferred**" and other forms of the word "**Transfer**" shall have the correlative meanings. Notwithstanding the foregoing, in no event shall a pledge by the EE Member of all or any portion of its Units to any lender of the Company, the EE Member or any

of its Affiliates, or a foreclosure on any such pledge, constitute a Transfer for any purpose under this Agreement.

"**Treasury Regulations**" means the income tax regulations promulgated under the Code.

"**Unit**" means a unit of a Member or an Assignee in the Company representing a fractional part of the interests in Profits, Losses and Distributions of the Company held by all Members and Assignees and shall include Common Units; provided that any class, group or series of Units issued shall have the relative rights, powers and obligations set forth in this Agreement.

"**Unitholder**" means any owner of one or more Units as reflected on the Company's books and records.

ARTICLE II

ORGANIZATIONAL MATTERS

2.1 Formation and Continuation of the Company. The Company was formed (by means of conversion) and hereby continues as a limited liability company pursuant to and in accordance with the provisions of the Delaware Act.

2.2 Amended and Restated Limited Liability Company Agreement. The Members hereby execute this Agreement for the purpose of amending and restating the Prior Agreement and establishing the affairs of the Company and the conduct of its business in accordance with the provisions of the Delaware Act. The Members hereby agree that, during the term of the Company set forth in Section 2.6, the rights, powers and obligations of the Members and the Unitholders with respect to the Company will be determined in accordance with the terms and conditions of this Agreement and the Delaware Act; provided that if the Delaware Act provides that such rights, powers and obligations specified in the Delaware Act shall apply "unless otherwise provided in a limited liability company agreement" or words of similar effect, and such rights, powers and obligations are set forth in this Agreement, then the provisions of this Agreement shall in each instance control. Notwithstanding the foregoing, Section 18-210 of the Delaware Act (entitled "Contractual appraisal rights") and Section 18-305(a) of the Delaware Act (entitled "Access to and confidentiality of information; records") shall not apply to or be incorporated into this Agreement and each Member and each Unitholder hereby expressly waives any and all rights under each such section of the Delaware Act.

2.3 Name. The name of the Company shall be "Visual Eyes Eyewear, LLC". The Company's business may be conducted under its name and/or any other name or names deemed advisable by the Board.

2.4 Purpose. The purpose and business of the Company shall be, directly or indirectly through its subsidiaries, to (i) engage in the Business, (ii) engage in any other lawful activity for which limited liability companies formed in Delaware may engage, (iii) exercise all powers necessary to or reasonably connected with the Company's purpose which may be legally exercised by limited liability companies under the Delaware Act and (iv) engage in all activities necessary, customary, convenient or incident to such purposes. The Company shall have any and all powers necessary or desirable to carry out the purpose of the Company consistent with this Section 2.4, to the extent the same may be lawfully exercised by limited liability companies under the Delaware Act.

2.5 Principal Office; Registered Office. The Company shall maintain offices at such place or places as may from time to time be designated by the Board. The address of the registered office

of the Company in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Board may designate from time to time, and the registered agent for service of process on the Company in the State of Delaware at such registered office shall be the registered agent named in the Certificate or such Person or Persons as the Board may designate from time to time.

2.6 Term. The term of the Company commenced upon the filing of the Certificate in accordance with the Delaware Act and shall continue in existence until termination and dissolution thereof in accordance with the provisions of Article XII.

2.7 No State-Law Partnership. The Members intend that the Company not be a partnership (including a limited partnership) or joint venture, and that no Unitholder be a partner or joint venturer of any other Unitholder by virtue of this Agreement, for any purposes other than as set forth in the last sentence of this Section 2.7, and neither this Agreement nor any other document entered into by the Company or any Unitholder relating to the subject matter hereof shall be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state and local income Tax purposes, and that each Unitholder and the Company shall file all Tax returns and shall otherwise take all Tax and financial reporting positions in a manner consistent with such treatment.

2.8 Title to Assets of the Company. The Company's assets shall be deemed to be owned by the Company as an entity, and no Unitholder, individually or together with other Unitholders, shall have any ownership interest in such assets or any portion thereof. All the Company's assets shall be recorded as the property of the Company on its books and records, irrespective of the name in which legal title to such assets is held.

ARTICLE III

CAPITAL CONTRIBUTIONS; PREEMPTIVE RIGHTS; CAPITAL ACCOUNTS

3.1 Unitholders.

(a) Authorized Units. Subject to Section 3.1(c), the authorized Units which the Company has authority to issue consist of an unlimited amount of Common Units. The outstanding Units shall be recorded on the Schedule of Unitholders which shall be kept with the Company's books and records; provided that the Company may (but shall not be obligated to) issue certificates representing the Units ("**Certificated Units**"). The Company may issue fractional Units. A copy of the Schedule of Unitholders as in effect on the Effective Date is attached hereto. Any reference in this Agreement to the Schedule of Unitholders shall be deemed a reference to the Schedule of Unitholders as amended and in effect from time to time in accordance with the terms and conditions of this Agreement. Notwithstanding anything in this Agreement to the contrary, the Board shall have the right to maintain the confidentiality of the Schedule of Unitholders such that any Member or Unitholder shall only receive information from the Schedule of Unitholders related to the number of Units held thereby and the aggregate number and class or series of Units issued and outstanding (but, for the avoidance of doubt, no information regarding the number, class or series of Units held by any other Member or Unitholder). The ownership by a Unitholder of Units shall entitle such Unitholder to allocations of Profits and Losses and other items and Distributions of cash and other property as set forth in Article IV.

(b) Initial Capital Contributions; Units; Schedule of Unitholders. The names, number and class of Units and initial Capital Contributions of the respective Members as of the Effective Date are set forth on the Schedule of Unitholders.

(c) Issuance of Additional Units and Interests. Subject to Section 3.1(d)(i), the Board shall have the right to cause the Company to create and/or issue Equity Securities (including other classes, groups or series thereof having such relative rights, powers and/or obligations as may from time to time be established by the Board, including rights, powers and/or obligations different from, senior to or more favorable than existing classes, groups and series of Equity Securities of the Company), in which event, notwithstanding anything herein to the contrary, the Board shall have the power to amend this Agreement and/or the Schedule of Unitholders to reflect such additional issuances and dilution and to make any such other amendments as it reasonably deems necessary or desirable to reflect such additional issuances (including by amending this Agreement to increase the authorized number of Equity Securities of any class, group or series, to create and authorize a new class, group or series of Equity Securities and to add the terms of such new class, group or series of Equity Securities including economic and governance rights which may be different from, senior to or more favorable than the other existing Equity Securities), in each case, without the approval or consent of any other Person, except as provided in this Section 3.1(c). Any Person who acquires Equity Securities shall, with the written consent of the Board, and following satisfaction of the requirements of Section 10.2, be admitted to the Company as a Member. In addition, any Person that acquires Units shall, as a condition to the admission of such Person as a Member, execute a counterpart signature page or joinder to this Agreement (a "**Joinder**"), with such changes thereto as the Board may determine in its sole discretion, in each case, agreeing to be bound by all terms and conditions hereof, and shall enter into and execute such other documents, instruments and agreements as the Board requires. The admission of a Member shall become effective upon the approval of the admission of such Person as a Member by the Board and the countersignature of such Person's Joinder by the Company.

(d) Preemptive Rights. Except for issuances of Excluded Securities:

(i) If the Company or any of its Subsidiaries sells, offers to sell or issues or offers to issue any Equity Securities (an "**Offering**") whether pursuant to Section 3.1(c) or otherwise, to any Person (each, an "**Offeree**"), then the Company or such Subsidiary shall offer to sell, issue or Transfer to each Rights Holder the percentage of Equity Securities being offered in such Offering determined by dividing (A) the number of Common Units held by such Rights Holder by (B) the aggregate number of Common Units held by all Rights Holders (such Rights Holder's "**Preemptive Share**"); provided that in no event shall any Excluded Unitholder have any rights under this Section 3.1(d). Each Rights Holder shall be entitled to purchase or otherwise acquire such Equity Securities at the price and on the other terms as such Equity Securities are being offered to the Offeree; provided that if the Offeree also is required to purchase other securities, including any debt securities, then the Rights Holders exercising their rights pursuant to this Section 3.1(d) shall also be required to purchase the same percentage of such other securities (on the same terms and conditions) as the percentage of such Equity Securities being purchased by such Rights Holder. The purchase price for all Equity Securities offered to the Rights Holders under this Section 3.1(d) shall be payable in cash.

(ii) In order to exercise its purchase rights under this Section 3.1(d), a Rights Holder must, within ten (10) calendar days after receipt of written notice from the Company describing in reasonable detail the securities or type of securities being offered, the purchase price thereof, the payment terms and the number of such securities such Rights Holder is eligible to purchase or otherwise acquire, deliver an irrevocable written notice to the Company setting forth the number of Equity Securities offered to such Rights Holder hereunder that such Rights Holder is electing to purchase or otherwise acquire.

(iii) At the expiration of such 10 calendar day period, the Company shall promptly notify each Rights Holder that elects to purchase or acquire all the Equity Securities available to it (a "**Fully-Exercising Rights Holder**") of any other Rights Holder's failure to do

likewise. During the 10 calendar day period commencing after the Company has given such notice, each such Fully-Exercising Rights Holder may, by giving notice to the Company, elect to purchase or acquire, in addition to the number of Equity Securities specified above, up to that portion of the Equity Securities for which Rights Holders were entitled to subscribe but that were not subscribed for equal to such Fully-Exercising Rights Holder's Preemptive Share (relative to the Preemptive Shares of all other Fully-Exercising Rights Holders that have given the Company a notice under this Section 3.1(d)(iii).

(iv) Upon the expiration of the offering period described in Section 3.1(d)(iii), the Company shall be entitled, during the ninety (90) calendar days following such expiration, to sell the securities which the Rights Holders have not elected to purchase at a price not less, and on terms and conditions no more favorable to the purchasers thereof, than those offered to the Rights Holders. After such 90-day period, any Equity Securities offered or sold by the Company shall once again be subject to the terms of this Section 3.1(d).

(v) Notwithstanding anything to the contrary set forth herein, the Company may comply with the provisions of this Section 3.1(d) by first selling to one or more of the Offerees some or all of the Equity Securities contemplated to be sold by the Company or a Subsidiary of the Company and promptly thereafter offering to sell to each of the Rights Holders the number of such Equity Securities such Rights Holder is entitled to purchase pursuant to this Section 3.1(d). In order to exercise its purchase rights under this Section 3.1(d)(v), a Rights Holder must, within fifteen (15) calendar days after receipt of written notice from the Company describing in reasonable detail the securities or type of securities being offered, the purchase price thereof, the payment terms and the number of such securities such Rights Holder is eligible to purchase, deliver an irrevocable written notice to the Company setting forth the number of Equity Securities that such Rights Holder is electing to purchase. The closing of such issuance shall occur no later than ten (10) calendar days following such Rights Holder's delivery of its irrevocable written notice to the Company. In the event that a Rights Holder purchases Equity Securities pursuant to this Section 3.1(d)(v), upon the written request of the Board (in its discretion), the Offerees shall sell, and the offering of Equity Securities to the Offerees shall be conditioned on each Offeree agreeing to sell, to the Company the same number and class of Equity Securities acquired by such Offeree in connection with the Offering that are purchased by such Rights Holder(s) exercising its/their rights under this Section 3.1(d)(v) for a price per Equity Security equal to the original cost thereof (plus any accrued and unpaid preferred yield thereon, if applicable). Notwithstanding the foregoing, until all Rights Holders have so acquired (or waived their right to acquire) such Equity Securities, neither the Company nor any of its Subsidiaries will make any distribution or dividend (other than Tax Distributions) in respect of any class or series of Equity Securities that is the same as the Equity Securities initially acquired pursuant to this Section 3.1(d)(v), or otherwise consummate any Transfer, Change of Control or Approved Sale or other Transfer contemplated by Section 9.2 or Section 9.3.

(vi) Any Member may assign its rights under this Section 3.1(d) to an Affiliate.

3.2 Capital Accounts. The Company shall maintain a separate Capital Account for each Unitholder according to the rules of Treasury Regulation Section 1.704-1(b)(2)(iv). For this purpose, the Company may (in the discretion of the Board), upon the occurrence of the events specified in Treasury Regulation Section 1.704-1(b)(2)(iv)(f), increase or decrease the Capital Accounts in accordance with the rules of such regulation and Treasury Regulation Section 1.704-1(b)(2)(iv)(g) to reflect a revaluation of property of the Company. The Capital Account of each Unitholder as of the Effective Date shall be as set forth on the books and records of the Company. After the Effective Date, each Unitholder's Capital Account shall be adjusted:

(a) by adding any additional Capital Contributions made by such Unitholder;

(b) by deducting any amounts paid to such Unitholder in connection with the redemption or other repurchase by the Company of Units;

(c) by adding any Profit allocated to such Unitholder and subtracting any Loss allocated to such Unitholder;

(d) by deducting any Distributions paid in cash or other assets to such Unitholder by the Company on Units; and

(e) by adding any items in the nature of income or gain and subtracting any items in the nature of loss or deduction specifically allocated pursuant to Section 4.3.

3.3 Negative Capital Accounts. No Unitholder shall be required to pay to any other Unitholder or the Company any deficit or negative balance which may exist from time to time in such Unitholder's Capital Account (including upon and after dissolution of the Company).

3.4 No Withdrawal. No Person shall be entitled to withdraw any part of such Person's Capital Contributions or Capital Account or to receive any Distribution from the Company, except for Distributions as expressly provided pursuant to Section 4.1.

3.5 Loans from Unitholders. Loans by Unitholders to the Company shall not be considered Capital Contributions. If any Unitholder shall loan funds to the Company in excess of the amounts required hereunder to be contributed by such Unitholder to the capital of the Company, the making of any such loan shall not result in any increase in the amount of the Capital Account of such Unitholder. The amount of any such loan shall be a debt of the Company to such Unitholder and shall be payable or collectible in accordance with the terms and conditions upon which such loan is made.

3.6 Distributions In Kind. To the extent that the Company distributes property in kind to the Unitholders, the Company shall be treated as making a distribution equal to the Fair Market Value of such property for purposes of Section 4.1 and such property shall be treated as if it were sold for an amount equal to its Fair Market Value and any resulting gain or loss shall be allocated to the Unitholders' Capital Accounts in accordance with Section 4.2 through Section 4.4.

3.7 Transfer of Capital Accounts. The original Capital Account established for each Substituted Member shall be in the same amount as the Capital Account (or portion thereof) of the Member to which such Substituted Member succeeds, at the time such Substituted Member is admitted as a Member of the Company. The Capital Account of any Member whose interest in the Company shall be increased or decreased by means of the transfer to it of all or part of the Units of another Member shall be appropriately adjusted to reflect such transfer. Any reference in this Agreement to a Capital Contribution of, or Distribution to, a Member that has succeeded any other Member shall include any Capital Contributions or Distributions previously made by or to such other Member on account of the Units of such other Member transferred to such Member.

ARTICLE IV

DISTRIBUTIONS AND ALLOCATIONS

4.1 Distributions.

(a) Tax Distributions. To the extent funds of the Company are available for distribution by the Company (as reasonably determined by the Board in its good faith discretion), and so long as the Company is treated as a partnership for federal and state income tax purposes, the Board shall cause the Company to make Distributions in cash to the Unitholders no later than January 15, April 15, June 15 and September 15 of each Fiscal Year (a "**Tax Distribution**"). The total amount of a Unitholder's Tax Distributions for each Fiscal Year shall be an amount that, in the good faith judgment of the Board, equals (i) the product of (x) the net taxable income allocated by the Company to such Unitholder for such Fiscal Year and all prior Fiscal Years reduced by the net taxable loss of the Company allocated with respect to the Units held by such Unitholder for all prior Fiscal Years not previously taken into account for purposes of this Section 4.1(a), multiplied by (y) the Assumed Tax Rate, minus (ii) the amount of all prior Tax Distributions made to such Unitholder. Tax Distributions shall be considered advances against Distributions under Section 4.1(b) and Section 12.2(c); provided that if the amount of funds available for Tax Distributions is not sufficient to make the foregoing payments in full, the amount that is available will be distributed in the same proportion as if the full amount were available. A Unitholder may elect to not receive a Tax Distribution that the Unitholder would otherwise be entitled to receive, and may notify the Company of such election.

(b) Distributions. Except as otherwise set forth in Section 4.1(a), and subject to the provisions of Section 4.1(c), the Board may make Distributions at any time or from time to time, but only as follows: to the holders of Common Units (ratably among such holders based upon the proportion that the number of Common Units held by each such holder immediately prior to such Distribution bears to the aggregate number of Common Units then outstanding).

4.2 Allocations. After making all allocations required under Section 4.3, all Profits or Losses for any Fiscal Year not allocated pursuant to Section 4.3 shall be allocated among the Unitholders in such a manner as to reduce or eliminate, to the extent possible, any difference, as of the end of such Fiscal Year, between (a) the sum of (i) the Capital Account of each Unitholder, (ii) such Unitholder's share of Minimum Gain (as determined according to Treasury Regulation Section 1.704-2(g)) and (iii) such Unitholder's partner nonrecourse debt minimum gain (as defined in Treasury Regulation Section 1.704-2(i)(2)) and (b) the respective net amounts, positive or negative, which would be distributed to them or for which they would be liable to the Company under this Agreement and the Delaware Act, determined as if the Company were to (A) liquidate the assets of the Company for an amount equal to their Book Value and (B) distribute the proceeds of such liquidation pursuant to Section 12.2 (limited, in the case of repayment of nonrecourse liabilities, to the Book Value of the assets securing such liabilities).

4.3 Special Allocations.

(a) Minimum Gain Chargeback. Losses attributable to partner nonrecourse debt (as defined in Treasury Regulation Section 1.704-2(b)(4)) shall be allocated in the manner required by Treasury Regulation Section 1.704-2(i). If there is a net decrease during a Taxable Year in partner nonrecourse debt minimum gain (as defined in Treasury Regulation Section 1.704-2(i)(2)), Profits for such Taxable Year (and, if necessary, for subsequent Taxable Years) shall be allocated to the Unitholders in the amounts and of such character as determined according to Treasury Regulation Section 1.704-2(i)(4).

(b) Unitholder Nonrecourse Debt Minimum Chargeback. Nonrecourse deductions (as determined according to Treasury Regulation Section 1.704-2(b)(1)) for any Taxable Year shall be allocated to the holders of Common Units pro rata based on the number of Common Units held by each such Unitholder. Except as otherwise provided in Section 4.3(a), if there is a net decrease in the Minimum Gain during any Taxable Year, each Unitholder shall be allocated Profits for such Taxable Year (and, if necessary, for subsequent Taxable Years) in the amounts and of such character as determined according to Treasury Regulation Section 1.704-2(f). This Section 4.3(b) is intended to be a Minimum Gain chargeback

provision that complies with the requirements of Treasury Regulation Section 1.704-2(f), and shall be interpreted in a manner consistent therewith.

(c) Qualified Income Offset. If any Unitholder that unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulation Sections 1.704-1 (b)(2)(ii)(d)(4), (5) and (6) has an Adjusted Capital Account Deficit as of the end of any Taxable Year, computed after the application of Section 4.3(a) and Section 4.3(b), but before the application of any other provision of this Article IV, then Profits for such Taxable Year shall be allocated to such Unitholder in proportion to, and to the extent of, such Adjusted Capital Account Deficit. This Section 4.3(c) is intended to be a qualified income offset provision as described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted in a manner consistent therewith.

(d) Allocation of Certain Profits and Losses. Items of income and gain and losses shall be allocated in a manner consistent with the manner that the adjustments to the Capital Accounts are required to be made pursuant to Treasury Regulation Sections 1.704-1(b)(2)(iv)(j), (k), and (m).

(e) Regulatory Allocations. The allocations set forth in Section 4.3(a) through Section 4.3(d) (the "**Regulatory Allocations**") are intended to comply with certain requirements of Sections 1.704-1(b) and 1.704-2 of the Treasury Regulations. The Regulatory Allocations may not be consistent with the manner in which the Unitholders intend to allocate Profit and Loss of the Company or make Distributions. Accordingly, notwithstanding the other provisions of this Article IV, but subject to the Regulatory Allocations, income, gain, deduction and loss shall be reallocated among the Unitholders so as to eliminate the effect of the Regulatory Allocations and thereby cause the respective Capital Accounts of the Unitholders to be in the amounts (or as close thereto as possible) that they would have been if Profit and Loss (and such other items of income, gain, deduction and loss) had been allocated without reference to the Regulatory Allocations. In general, the Unitholders anticipate that this will be accomplished by specially allocating other Profit and Loss (and such other items of income, gain, deduction and loss) among the Unitholders so that the net amount of the Regulatory Allocations and such special allocations to each such Unitholder is zero. In addition, if in any Fiscal Year or Fiscal Period there is a decrease in partnership Minimum Gain, or in partner nonrecourse debt Minimum Gain, and application of the Minimum Gain chargeback requirements set forth in Section 4.3(a) or Section 4.3(b) would cause a distortion in the economic arrangement among the Unitholders, the Unitholders may, if they do not expect that the Company will have sufficient other income to correct such distortion, request that the Internal Revenue Service waive either or both of such Minimum Gain chargeback requirements. If such request is granted, this Agreement shall be applied in such instance as if it did not contain such Minimum Gain chargeback requirement(s).

4.4 Tax Allocations.

(a) Allocations Generally. The income, gains, losses, deductions and credits of the Company will be allocated for federal, state and local income Tax purposes among the Unitholders in accordance with the allocation of such income, gains, losses, deductions and credits among the Unitholders for computing their Capital Accounts, except that, if any such allocation is not permitted by the Code or other applicable Law, the Company's subsequent income, gains, losses, deductions and credits will be allocated among the Unitholders so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

(b) Code Section 704(c) Allocations.

(i) Items of taxable income, gain, loss and deduction of the Company with respect to any property contributed to the capital of the Company shall be allocated among the Unitholders in accordance with Code Section 704(c) so as to take account of any variation between

the adjusted basis of such property to the Company for federal income Tax purposes and its Book Value using any reasonable method selected by the Board; provided that the Company shall use the "remedial method" in connection with any Code Section 704(c) allocations of income or gain required to be made to the Rollover Member as a result of the closing of the transactions contemplated by the Purchase Agreement.

(ii) If the Book Value of any asset of the Company is adjusted pursuant to the requirements of Treasury Regulation Sections 1.704-1(b)(2)(iv)(c) or (f), subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income Tax purposes and its Book Value in the same manner as under Code Section 704(c) using any reasonable method selected by the Board.

(c) Effect of Allocations. Allocations pursuant to this Section 4.4 are solely for purposes of federal, state and local Taxes and shall not affect, or in any way be taken into account in computing, any Unitholder's Capital Account or share of Profits, Losses, Distributions or other items of the Company pursuant to any provision of this Agreement.

4.5 Indemnification and Reimbursement for Payments on Behalf of a Unitholder. Except as otherwise provided in Section 5.6 and Section 6.1, if the Company is required by Law to make any payment to a Governmental Entity that is specifically attributable to a Unitholder or a Unitholder's status as such (including federal, state and local withholding taxes, personal property taxes or personal property replacement taxes and unincorporated business taxes), then such Unitholder shall indemnify for and contribute to the Company in full the entire amount paid (including interest, penalties and related expenses). The Board may offset Distributions to which a Person is otherwise entitled under this Agreement against such Person's obligation to indemnify the Company under this Section 4.5. A Unitholder's obligation to indemnify and make contributions to the Company under this Section 4.5 shall survive the termination, dissolution, liquidation and winding up of the Company, and, for purposes of this Section 4.5, the Company shall be treated as continuing in existence. The Company may pursue and enforce all rights and remedies it may have against each Unitholder under this Section 4.5, including by instituting a lawsuit to collect such indemnification and contribution, with interest calculated at a rate equal to the Base Rate plus three (3) percentage points per annum (but not in excess of the highest rate per annum permitted by Law), compounded on the last day of each Fiscal Quarter from and after the date on which such Unitholder's payment obligation under this Section 4.5 became due.

ARTICLE V

MANAGEMENT

5.1 Authority of the Board.

(a) Sole Authority. The Board of Managers of the Company (the "**Board**") shall conduct, direct and exercise full control over all activities of the Company. All management powers over the business and affairs of the Company shall be exclusively vested in the Board and the Board shall have the sole power to bind or take any action on behalf of the Company, or to exercise any rights and powers (including the rights and powers to take certain actions, give or withhold certain consents or approvals or make certain determinations, opinions, judgments or other decisions) granted to the Company under this Agreement or any other agreement, instrument or other document to which the Company is a party.

5.2 Composition of the Board.

(a) Number and Designation. The Board shall consist of between three (3) and nine (9) Managers. The initial Board shall consist of three (3) Managers and, subject to Section 5.2(d), shall be comprised of the following persons; provided, however, that no vacancy in any of the seats on the Board shall invalidate any action by the Board that is otherwise duly authorized in accordance with the Delaware Act and this Agreement:

(i) two (2) Managers designated by the EE Member, who initially shall be Jason Shanks and Michael Bender (collectively, the "**EE Managers**"); and

(ii) one (1) Manager designated by the Rollover Member, who initially shall be Joseph R. Hyman, III (the "**Rollover Manager**").

(b) Term. Each Manager shall serve until a successor is designated in accordance with the terms hereof or his or her earlier resignation, death or removal. An individual shall become a Manager effective upon receipt by the Company of a written notice (or, at such later time or upon the happening of some other event specified in such notice) of such individual's designation pursuant to Section 5.2(a); provided that the persons identified in Section 5.2(a) above by name shall become Managers effective upon the Effective Date. A Manager may resign at any time by delivering written notice to the Company. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

(c) Removal. No EE Manager may be removed without the prior written consent of the EE Member. No Rollover Manager may be removed without the prior written consent of the Rollover Member.

(d) Vacancies. A vacancy on the Board because of resignation, death or removal of a Manager will be filled by the Person or Persons entitled to designate such Manager pursuant to the terms of Section 5.2(a). If any Person or Persons fail to designate a Manager pursuant to the terms of Section 5.2(a), such position on the Board shall remain vacant until such Person or Persons exercise their right to designate a Manager as provided hereunder.

(e) Chairman. The Board (by action of a majority vote of the Managers then serving on the Board and without the consent or approval of any other Manager) may designate one of the Managers to serve as chairman. The chairman shall preside at all meetings of the Board. If the chairman is absent from a meeting of the Board, the chairman shall designate another Manager as his or her replacement for that meeting.

(f) Reimbursement. The Company shall pay, or shall cause one of its Subsidiaries to pay, the reasonable, out-of-pocket costs and expenses incurred by each Manager in the course of his or her service hereunder, including in connection with attending regular and special meetings of the Board, any board of managers or board of directors of any of the Company's Subsidiaries and/or any of their respective committees.

(g) Compensation of Managers. Except for reimbursement of reasonable, out-of-pocket costs and expenses pursuant to Section 5.2(f), Managers that are employees of any member of the Company Group or are Affiliates of either the Rollover Member or the EE Member shall not receive additional compensation for their respective services as Managers.

5.3 Board Actions; Meetings.

(a) Each Manager shall have one (1) vote on all matters submitted to the Board (or any committee thereof) (whether the consideration of such matter is taken at a meeting, by written consent or otherwise).

(b) The presence of a majority of the Managers (or any committee thereof) shall constitute a quorum for purposes of transacting business. A Manager may vote at any meeting of the Board or a committee of the Board by a written proxy executed by such Manager and delivered to another Manager or another member of such committee, as applicable. A proxy shall be revocable unless it is expressly stated to be irrevocable. Except as set forth in Section 5.3(c), the affirmative vote (whether by proxy or otherwise) of a majority of the Managers, shall be the act of the Board or such committee. Except as otherwise provided by the Board when establishing any committee, the affirmative vote (whether by proxy or otherwise) of a majority of the Managers then serving on such committee shall be the act of such committee. Meetings of the Board and any committee thereof shall be held at the principal office of the Company or at such other place as may be determined by the Board or such committee. Regular meetings of the Board shall be held on such dates and at such times as shall be determined by the Board. Except as otherwise determined by the Board, the Company shall hold one (1) regular meeting each fiscal quarter. Special meetings of the Board may be called by any Manager and special meetings of any committee may be called by any Manager serving on such committee. Notice of each special meeting of the Board or committee stating the date, place and time of such meeting shall be given to each Manager, in the case of a Board meeting, or each Manager on such committee, in the case of a committee meeting, by hand, telephone, telecopy, electronic mail, overnight courier or the U.S. mail at least twenty-four (24) hours prior to such meeting. Notice may be waived before or after a meeting or by attendance without protest at such meeting. The actions taken by the Board or any committee at any meeting (as opposed to by written consent), however called and noticed, shall be as valid as though taken at a meeting duly held after regular call and notice if (but not until), either before, at or after such meeting, the Managers as to whom it was improperly held sign a written waiver of notice or a consent to the holding of such meeting or an approval of the minutes thereof. The actions by the Board or any committee thereof may be taken by vote of the Board or any committee at a meeting thereof or by written consent (without a meeting, without notice and without a vote) so long as such consent is signed by the Managers holding the number of votes that would be necessary to authorize or take such action at a meeting of the Board or such committee. Prompt notice of the action (and in any event, within three (3) business days of such action) so taken without a meeting shall be given to those Managers who have not consented in writing. A meeting of the Board or any committee may be held by telephone conference, video conference or similar communications equipment by means of which all individuals participating in such meeting can hear and be heard. The Board and any committee may adopt such other procedures governing meetings and the conduct of business at such meetings as the Board or such committee shall deem appropriate.

(c) Notwithstanding anything to the contrary in this Agreement, so long as the Rollover Member owns fifty percent (50%) or more of the aggregate Common Units owned by the Rollover Member as of the Effective Date, the Company shall not undertake any of the actions specified below without the approval of the Rollover Manager:

(i) enter into any transaction with the EE Member or any Affiliate of the EE Member (it being understood that any direct or indirect private equity sponsor of the EE Member or any portfolio company of such sponsors shall not constitute Affiliates for the purposes of this Section 5.3(c)(i)), except for (A) transactions on terms that are at least as favorable to the Company as reasonably would have been obtained from an unrelated third party; and (B) reimbursement for services provided to the Company by the EE Member at cost (including any allocated overhead) as reasonably determined by the EE Member; or

(ii) incur any indebtedness for borrowed money in excess of $5,000,000, other than in connection with any credit agreement or revolving bank line of the EE Member.

5.4 Delegation of Authority. The Board may, from time to time, delegate to one or more Persons (including any Member or Officer and including through the creation and establishment of one or more other committees) such authority and duties as the Board may deem advisable. Any delegation pursuant to this Section 5.4 may be revoked at any time by the Board. The members of any committee of the Board shall be determined by the Board in its discretion.

5.5 Officers.

(a) Designation and Appointment. The Board may (but need not), from time to time, designate and appoint one or more persons as an Officer of the Company. No Officer need be a resident of the State of Delaware, a Unitholder or a Manager. Any Officer so designated shall have such authority and perform such duties as the Board may, from time to time, delegate thereto. The Board may assign titles to particular Officers (including Chief Executive Officer, President, Chief Financial Officer, Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer). Unless the Board otherwise decides, if the title assigned to any Officer is one commonly used for officers of a business corporation formed under the General Corporation Law of the State of Delaware, as amended, the assignment of such title shall constitute the delegation to such Officer of the authority and duties that are normally associated with that office, subject to (i) any specific delegation of authority and duties made to such Officer by the Board pursuant to this Section 5.5(a) or (ii) any delegation of authority and duties made to one or more Officers pursuant to the terms of Section 5.4 and Section 5.5(c). Such Officer shall hold office until such Officer's successor shall be duly designated or until such Officer's death or until such Officer shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. Subject to any Employment Agreement with any applicable person, the salaries or other compensation, if any, of the Officers and agents of the Company shall be fixed from time to time by the Board.

(b) Resignation; Removal; Vacancies. Any Officer (subject to any contract rights available to the Company, if applicable) may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified therein, at the time of its receipt by the Company. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any Officer may be removed as such, either with or without cause, by the Board in its discretion at any time; provided, however, that such removal shall be without prejudice to the contract rights, if any, of the individual so removed. Designation of an Officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Board and shall remain vacant until filled by the Board.

(c) Duties of Officers; Generally. Each Officer who is an employee of the Company or any of its Subsidiaries, or is paid a regular salary by the Company or any of its Subsidiaries (each, an "**Operating Officer**"), in the performance of such individual's duties as such, shall owe to the Company and the Unitholders duties of loyalty and due care of the type and to the extent owed by the officers of a corporation to such corporation and its stockholders under the Laws of the State of Delaware (including the General Corporation Law of the State of Delaware, as amended).

5.6 Limitation of Liability and Duties.

(a) Waiver of Liability. Except as otherwise provided herein or in any agreement entered into by such Person and the Company, and to the maximum extent permitted by the Delaware Act, no present or former Unitholder, Member or Manager nor any of their respective Affiliates, employees,

heirs, successors, agents or representatives shall be liable to the Company or to any Member or Unitholder for any act or omission performed or omitted by such Person in its capacity as Manager or otherwise taken, or omitted to be taken, in good faith. Each Unitholder, Member and Manager shall be entitled to reasonably rely upon the advice of legal counsel, independent public accountants and other experts, including financial advisors reasonably selected by it, and any act of or failure to act by such Unitholder, Member or Manager in good faith reliance on such advice shall in no event subject such Unitholder, Member or Manager or any of their respective Affiliates, employees, agents or representatives to liability to the Company or any Member or Unitholder.

(b) Board Discretion. Notwithstanding anything to the contrary contained herein, whenever in this Agreement or any other agreement contemplated herein or otherwise the Board is permitted or required to take any action or to make a decision in its "sole discretion" or "discretion", or that it deems "necessary", "necessary or appropriate", "necessary or desirable" or "necessary, appropriate or advisable", or under a grant of similar authority or latitude, the Board shall, to the fullest extent permitted by applicable Law, make such decision in its sole discretion, be entitled to consider such interests and factors as it desires (including the interests of a Unitholder with which any Manager may be affiliated), and shall have no duty or obligation (fiduciary or otherwise) to give any consideration to any interest of or factors affecting the Company, any of its Subsidiaries or any of the Unitholders, and shall not be subject to any other or different standards imposed by this Agreement, any other agreement contemplated hereby, the Delaware Act or any other applicable Law or in equity, other than the implied contractual covenant of good faith and fair dealing that cannot be waived pursuant to the Delaware Act.

(c) Good Faith and Other Standards. Whenever in this Agreement the Board is permitted or required to take any action or to make a decision in its "good faith", the Board shall act under such express standard and, to the extent permitted by applicable Law, shall not be subject to any other or different standards imposed by this Agreement or any other agreement contemplated herein, and, notwithstanding anything contained herein to the contrary, so long as the Board believes that the action taken or the decision made is in or is not opposed to the best interests of the Company, the resolution, action or terms so made, taken or provided by the Board shall not constitute a breach of this Agreement or any other agreement contemplated herein, nor shall it impose any liability upon any of the Managers or any of their respective Affiliates, heirs, successors, assigns, agents or representatives. Without limiting the foregoing, any Manager may consult with legal counsel, accountants, appraisers, management consultants, investment bankers and other consultants and advisors selected by it, and any act taken or omitted to be taken in reasonable reliance upon the opinion of any such Person as to matters that such Manager reasonably believes to be within such Person's professional or expert competence shall be conclusively presumed to have been done or omitted in good faith and in accordance with such opinion.

(d) Limitation of Duties; Conflict of Interest. Subject in all respects to Section 6.6(a), to the maximum extent permitted by applicable Law, each Unitholder hereby waives any claim or cause of action against each present or former Unitholder, Member and Manager, and any of their respective Affiliates, employees, agents and representatives (other than any Operating Officer) for any breach of any fiduciary duty to the Company or its Unitholders by such Person, including as may result from a conflict of interest between the Company or any of its Subsidiaries and such Person, and any liability for breach of any fiduciary duties as a Manager (other than any Operating Officer) is hereby eliminated to the fullest extent permitted by applicable Law. Subject in all respects to Section 6.6(a), and subject to compliance with the express terms of this Agreement, no Unitholder, Member or Manager (other than any Operating Officer) shall be obligated to recommend or take any action that prefers the interests of the Company or any of its Subsidiaries or the other Members or Unitholders over the interests of such Unitholder, Member or Manager or their respective Affiliates, employees, agents or representatives and the Company and the Unitholders hereby waive all fiduciary duties (other than the implied contractual covenant of good faith and fair dealing that cannot be waived pursuant to the Delaware Act), if any, of the Unitholders, Members and Managers

(other than any Operating Officer) to the Company, the Members and the Unitholders, including in the event of any such conflict of interest.

(e) Effect on Equity, Employment and Other Service Provider Agreements. This Section 5.6 shall not in any way affect, limit or modify any Person's rights, powers, entitlements, liabilities, obligations, duties or responsibilities under any Employment Agreement or any other agreement with respect to the provision of services to the Company and/or any of its Subsidiaries.

5.7 Indemnification. Each Officer and Manager of the Company shall be entitled to indemnification as set forth in Section 6.4.

5.8 Rights of Related Entities. In the event that a Related Entity is or is threatened to be made a party to or a participant in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or arbitrative (a "**Proceeding**"), and such Related Entity's involvement in the Proceeding arises in whole or in part from the service to the Company of any Person entitled to indemnification under Section 5.7 or Section 6.4 (an "**Indemnitee**"), then such Related Entity shall be directly entitled to all rights and remedies of such Indemnitee hereunder to the same extent as such Indemnitee. To the extent that a Related Entity advances or pays any amounts to any Indemnitee in connection with any claim subject to Section 5.7 or Section 6.4, whether or not such Related Entity is or is threatened to be made a party to or a participant in any Proceeding, such Related Entity shall be subrogated to the rights of such Indemnitee against the Company pursuant to Section 5.7 or Section 6.4. For the avoidance of doubt, each Related Entity is a third-party beneficiary of this Section 5.8 and may enforce these terms against the Company as if a direct party to this Agreement.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF UNITHOLDERS AND MEMBERS; INDEMNIFICATION

6.1 Limitation of Liability. Except as otherwise provided by the Delaware Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Unitholder or Member (or any Manager) shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or Unitholder or acting as a Member or Unitholder or Manager of the Company. Except as otherwise provided in this Agreement, a Unitholder's liability (in its capacity as such) for debts, liabilities and losses of the Company shall be limited to such Unitholder's share of the Company's assets; provided that a Unitholder shall be required to return to the Company any Distribution made to it in clear and manifest accounting or similar error. The immediately preceding sentence shall constitute a compromise to which all Unitholders have consented within the meaning of the Delaware Act. Notwithstanding anything contained herein to the contrary, the failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business and affairs under this Agreement or the Delaware Act shall not be grounds for imposing personal liability on the Unitholders or Members (or any Manager) for liabilities of the Company, except to the extent constituting fraud or willful misconduct by such Unitholders or Members (or Manager).

6.2 Lack of Authority. No Unitholder or Member in its capacity as such has the authority or power to act for or on behalf of the Company in any manner or way, to bind the Company or do any act that would be (or could be construed as being) binding on the Company or to make any expenditures on behalf of the Company, unless such specific authority and power has been expressly granted to, and not revoked from, such Unitholder or Member by the Board, and the Unitholders and Members hereby consent to the exercise by the Board of the powers conferred on it by Law and this Agreement.

6.3 No Right of Partition. No Unitholder or Member shall have the right to seek or obtain partition by court decree or operation of Law of any property of the Company, or the right to own or use particular or individual assets of the Company.

6.4 Indemnification.

(a) Generally. Subject to Section 4.5, the Company hereby agrees to indemnify and hold harmless any Person (each, an "**Indemnified Person**") to the fullest extent permitted under the Delaware Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement, only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment, substation or replacement), against all expenses, liabilities and losses (including attorney fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such Person (or one or more of such Person's Affiliates) by reason of the fact that such Person is or was a Unitholder or Member or is or was serving as a Manager, officer, director, principal or member of the Company or is or was serving at the request of the Company as a managing member, manager, officer, director, principal or member of another corporation, partnership, joint venture, limited liability company, trust or other enterprise (collectively, "**Company Status**"); provided that no Indemnified Person shall be indemnified for any expenses, liabilities and losses suffered that are (i) determined by a court of competent jurisdiction to not be indemnifiable in a final, non-appealable judgment, (ii) the result of an Indemnified Person's gross negligence, willful misconduct or knowing violation of Law as determined by a court of competent jurisdiction in a final, non-appealable judgment, (iii) for any present or future breaches of any representations, warranties or covenants by such Indemnified Person's or its Affiliates' (excluding, for purposes hereof, the Company's and its Subsidiaries') employees, agents or representatives contained herein or in any other agreement with the Company or (iv) for any action or proceeding (except an action or proceeding to enforce the indemnification rights set forth in this Section 6.4) brought by such Indemnified Person or any of its Affiliates, employees, agents or representatives. The Company shall advance, to the extent not prohibited by Law, the costs and expenses, including attorneys' fees and expenses, incurred by such Indemnified Person in connection with any action or other proceeding involving the Indemnified Person's Company Status ("**Expenses**"), whether prior to or after final disposition of such action or proceeding. Advances shall be unsecured and interest free and made without regard to the Indemnified Person's ability to repay such advances; provided, however, that such Indemnified Person shall, prior to any such advancement of Expenses, and as a condition to the Company's obligation to advance any Expenses, agree in writing to repay such Expenses if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company. To obtain advances of Expenses, the Indemnified Person shall submit from time to time to the Company a written request requesting such advances and shall provide copies of invoices received by the Indemnified Person in connection with such Expenses but, in the case of invoices in connection with legal services, any references to legal work performed or to expenditures made that the Indemnified Person's lawyers believe would likely cause the Indemnitee to waive any privilege accorded by applicable Law may be redacted from the copy of the invoice submitted to the Company (in which case, the Indemnified Person shall also submit a letter addressed to the Company from such lawyers to the effect that they believe submission of the redacted information would likely cause the Indemnified Person to waive a privilege accorded by applicable Law). Upon receipt of such a request for an advance of Expenses along with copies of the related invoices (and, if applicable, a letter from the Indemnified Person's lawyers with respect to redactions on the legal invoice(s)), the Company shall advance the Expenses to the Indemnified Person as soon as reasonably practicable, but in any event no later than ten (10) days after such receipt by the Company. The costs and expenses, including attorneys' fees and expenses, incurred by any such Indemnified Person in defending a proceeding shall be paid by the Company promptly after the Company receives reasonable documentation of such costs and expenses by the Indemnified Person and in advance of the final disposition of such proceeding, including any appeal therefrom; provided that such Indemnified Person has agreed in writing to repay such amount

if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company.

(b) Nonexclusivity of Rights. The right to indemnification and the advancement of expenses conferred in this Section 6.4 shall not be exclusive of any other right which any Person may have or hereafter acquire under any agreement, Law, vote of the Board or otherwise (but excluding insurance obtained by the Company or any of its Affiliates) (such other rights, "**Supplemental Indemnification Rights**"). The Board may grant any rights comparable to those set forth in this Section 6.4 to any employee, agent or representative of the Company or such other Persons as it may determine. In the event any provider of Supplemental Indemnification Rights pays any amount with respect to an Indemnified Person, such provider of Supplemental Indemnification Rights shall be subrogated to such Indemnified Person's rights to indemnification hereunder to the extent of payment made by such holder of Supplemental Indemnification Rights on behalf of such Indemnified Person. The Company, each Member and each Unitholder acknowledge and agree that the indemnification obligations of the Company hereunder shall be deemed primary coverage and in no event shall the Company be entitled to any contribution from any provider of Supplemental Indemnification Rights.

(c) Limitation. Notwithstanding anything contained herein to the contrary (including in this Section 6.4), any indemnity by the Company relating to the matters covered in this Section 6.4 shall be provided out of and to the extent of assets of the Company only, and no Unitholder or Member (unless such Person otherwise agrees in writing or is found in a final decision by a court of competent jurisdiction to have personal liability on account thereof) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity obligation of the Company.

(d) Savings Clause. If this Section 6.4 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Section 6.4 to the fullest extent permitted by any applicable portion of this Section 6.4 that shall not have been invalidated and to the fullest extent permitted by applicable Law. The indemnification provisions set forth in this Section 6.4 shall be deemed to be a contract between the Company and each of the Persons constituting Indemnified Persons at any time while the provisions of this Section 6.4 remain in effect, whether or not such Person continues to serve in such capacity. In addition, this Section 6.4 cannot be retroactively amended to adversely affect the rights of any Indemnified Person arising in connection with any acts, omissions, facts or circumstances occurring prior to such amendment.

6.5 Members' Right to Act. Except as otherwise required by non-waivable provisions of the Delaware Act, no Unitholders or Members shall have the right to vote. For situations for which the vote or approval of the Members (rather than the approval of the Board) is expressly required by non-waivable provisions of the Delaware Act, each Member shall act through meetings and written consents as described in this Section 6.5, and each Member shall, unless otherwise provided herein, be entitled to one (1) vote for each Common Unit held by such Member. No other Unit shall have any voting rights. The actions by the Members permitted hereunder may be taken at a meeting called by the Board or Members holding Common Units representing at least a majority of the Common Units entitled to vote or consent on the applicable matter on at least twenty-four (24) hours' prior written notice to the other Members entitled to vote or consent thereon, which notice shall state the purpose or purposes for which such meeting is being called. The actions taken by the Members entitled to vote or consent at any meeting (as opposed to by written consent), however called and noticed, shall be as valid as though taken at a meeting duly held after regular call and notice if (but not until), either before, at or after the meeting, all the Members entitled to vote or consent as to whom it was improperly held sign a written waiver of notice or a consent to the holding of such meeting or an approval of the minutes thereof. The actions by the Members entitled to vote or consent may be taken by vote of the Members entitled to vote or consent at a meeting or by written consent

(without a meeting, without notice and without a vote) so long as such consent is signed by Members holding at least a majority of the Common Units. Prompt notice of any action so taken without a meeting shall be given to those Members entitled to vote or consent who have not consented in writing. Any action taken pursuant to such written consent of the Members shall have the same force and effect as if taken by the Members at a meeting thereof. Notwithstanding the foregoing or anything else to the contrary herein, it is the intent of the Members for all decisions regarding the management of the Company to be made by the Board and not by Member vote, subject only to those sections of the Delaware Act that require a Member vote and cannot be waived by this Agreement, it being understood and agreed that all such sections that can be waived by this Agreement hereby are expressly waived.

6.6 Business Opportunities and Conflicts of Interest.

(a) Unless the Board otherwise agrees in writing, the Rollover Member (and its Rollover Member Owners) shall present all Business Opportunities to the Company of which the Rollover Member (or any of its Rollover Member Owners) becomes aware and which are, or reasonably may be determined to be, competitive with the Business without regard to the geographical location of such Business Opportunity, all of which Business Opportunities will belong to the Company. The Rollover Member (and each of its Rollover Member Owners) hereby renounces any interest, expectancy, co-participation rights or other rights in or to any Business Opportunity in which the Company or any of its Affiliates participates or seeks to participate, and the Company or any of its Affiliates may pursue for itself or direct, sell, assign or transfer to a Person other than the Rollover Member (or its Rollvoer Member Owners) any such Business Opportunity. The Rollover Member (and each of its Rollover Member Owners) hereby agrees that any claims against, actions, rights to sue, other remedies or other recourse to or against the Company, the EE Member or any of their respective Affiliates for or in connection any such Business Opportunity, whether arising in common law or equity or created by rule of Law, contract or otherwise, are expressly released and waived by the Rollover Member (and each of its Rollover Member Owners), in each case, to the fullest extent permitted by Law.

(b) The Unitholders and Members expressly acknowledge and agree that (i) the EE Member and its equityholders and their respective Affiliates (but excluding the Company and its Subsidiaries from the definition of Affiliates for purposes of this Section 6.6) and their respective managers, directors, officers, shareholders, partners, members, employees, representatives and agents (including any representative of the EE Member serving on the Board or any other Company Board or as an officer of the Company or any of its Subsidiaries and, for the avoidance of doubt, excluding any Member that is employed by the Company or any of its Subsidiaries) (collectively, the "**Specified Persons**") are permitted (A) to have and develop, and may presently or in the future have and develop, investments, transactions, business ventures, contractual, strategic or other business relationships, prospective economic advantages or other opportunities (collectively, "**Exempt Opportunities**") whether in the industry in which the Business operates or otherwise in businesses that are and may be competitive or complementary with the Company or any of its Subsidiaries, for their own account or for the account of any Person other than the Company or any of its Subsidiaries or any other Member or Unitholder and (B) to direct to any Person or pursue on their own account any Exempt Opportunity presented to such Specified Person regardless of whether such Exempt Opportunity is also presented to a Specified Person in its capacity as a Member, Unitholder, Manager, director or manager, Officer, member of the board of directors or board of managers of the Company, any Subsidiary of the Company or otherwise, (ii) none of the Specified Persons will be prohibited by virtue of their respective investments in the Company or any of its Subsidiaries or their service as a Manager or service on the Board or service on the board of directors (or its equivalent) of any of the Subsidiaries of the Company, or as an officer of the Company or any of its Subsidiaries or otherwise from pursuing and engaging in any such activities, (iii) none of the Specified Persons will be obligated to inform or present the Company or any of its Subsidiaries or the Board or the board of directors or board of managers of any Subsidiary of the Company or any other Member or Unitholder of or with any such Exempt

Opportunity, unless otherwise required pursuant to Section 6.6(a), (iv) neither the Company nor any of its Subsidiaries or the other Members or Unitholders will have or acquire or be entitled to any interest or expectancy or participation (such right to any interest, expectancy or participation, if any, being hereby renounced and waived) in any Exempt Opportunity as a result of the involvement therein of any of the Specified Persons and (v) the involvement of any of the Specified Persons in any Exempt Opportunity will not constitute a conflict of interest or breach of fiduciary duty by any such Persons with respect to the Company or any of its Subsidiaries or the other Members or Unitholders. This Section 6.6 shall not in any way affect, limit or modify any liabilities, obligations, duties or responsibilities of any Person under any Employment Agreement, Restrictive Covenant or any similar agreement with the Company or any of its Subsidiaries.

6.7 Confidentiality. The Rollover Member (and its Rollover Member Owners) recognizes and acknowledges that it has and may in the future receive certain confidential and proprietary information and trade secrets of the Company and its Subsidiaries (including their predecessors) (the "**Confidential Information**"), including confidential information of the Company and its Subsidiaries (and their predecessors) regarding identifiable, specific and discrete business opportunities being pursued by the Company or any of its Subsidiaries (and their predecessors). Except as otherwise consented to by the Board in writing, the Rollover Member (on behalf of itself and its Rollover Member Owners, managers, directors, officers, partners, employees, representatives and agents) agrees that it will not, during or after the term of this Agreement, whether directly or indirectly through an Affiliate or otherwise, disclose Confidential Information to any Person for any reason or purpose whatsoever, except (i) to authorized managers, directors, officers, representatives, agents or employees of the Company or any of its Subsidiaries and as otherwise may be proper in the course of performing the Rollover Member's (or any of its Rollover Member Owner's) obligations to the Company or any of its Subsidiaries, or enforcing the Rollover Member's rights under this Agreement and the agreements expressly contemplated hereby, (ii) to the Rollover Member's Affiliates, lenders, auditors, accountants, attorneys or other agents, (iii) to any bona fide prospective purchaser of the equity or assets of the Rollover Member or the Units held by the Rollover Member or any prospective merger partner of the Rollover Member, provided that such purchaser or merger partner agrees to be bound by the provisions of this Section 6.7 or other confidentiality agreement approved by the Board, (iv) to the Rollover Member Owners or (v) as is required to be disclosed by order of a court of competent jurisdiction, administrative body or governmental body, or by subpoena, summons or legal process or by Law, provided that the Rollover Member shall provide to the Company prompt notice of such disclosure to enable the Company to seek an appropriate protective order or confidential treatment. For purposes of this Section 6.7, the term "Confidential Information" shall not include any information of which (x) such Person learns from a source other than the Company or any of its Subsidiaries, or any of their respective representatives, employees, agents or other service providers, who, in each case, is not known by such Person to be bound by a confidentiality obligation with respect to such information, (y) becomes or is generally known to and available for use by the public other than as a result of such Person's acts or omissions to act or (z) is disclosed in a prospectus or other documents for dissemination to the public.

ARTICLE VII

BOOKS, RECORDS, ACCOUNTING AND REPORTS

7.1 Records and Accounting. The Company shall keep, or cause to be kept, appropriate books and records with respect to the Business, including all books and records necessary to provide any information, lists and copies of documents required to be provided pursuant to Section 7.2 or pursuant to applicable Law. All matters concerning (i) the determination of the relative amount of allocations and distributions among the Unitholders pursuant to Article IV not specifically and expressly provided for by the terms of this Agreement and (ii) accounting procedures and determinations, and other determinations not specifically and expressly provided for by the terms of this Agreement, shall be determined in good

faith by the Board, whose determination shall be final and conclusive as to all of the Unitholders absent manifest clerical error.

7.2 Reports.

(a) Within ten (10) days following the request of any holder of Units (which request may not be made until forty-five (45) days following the completion of the applicable quarterly period), the Company shall cause to be delivered to such Member the consolidated balance sheet, statements of income and cash flows of the Company and its Subsidiaries for such quarterly period.

(b) Within ten (10) days following the request of any holder of Units (which request may not be made until ninety (90) days following the completion of the applicable Fiscal Year), the Company shall cause to be delivered to such Member the consolidated balance sheet, statements of income and cash flows of the Company and its Subsidiaries as of and for such Fiscal Year.

(c) No later than ninety (90) days after the end of each Fiscal Year, the Company shall use its commercially reasonable efforts to provide an estimated Schedule K-1 to each Member, and, no later than one hundred twenty (120) days after the end of each Fiscal Year (or as soon thereafter as is practical), the Company shall (i) provide to each Member a final Schedule K-1 and (ii) use all reasonable efforts to provide to such Member such other information reasonably requested by such Member in writing in order for such Member to fulfill its federal, state and local tax reporting obligations.

(d) Promptly following the request of the EE Member, the Company shall cause to be delivered to the EE Member such other financial information and reports as may reasonably be required by the EE Member (including as required by any auditor or lender of the EE Member or any of its Affiliates).

7.3 Transmission of Communications. Each Person that owns or controls Units on behalf of, or for the benefit of, another Person or Persons shall be responsible for conveying any report, notice or other communication received from the Company to such other Person or Persons.

7.4 Waiver of Inspection Rights. Except for the express rights set forth in this Article VII, each Member hereby waives any current or future rights such Member may have under Section 18-305 of the Delaware Act (and similar rights under other applicable Law) to inspect the books and records of the Company or any of its Subsidiaries.

ARTICLE VIII

TAX MATTERS

8.1 Preparation of Tax Returns. The Company shall cause all Tax returns required to be filed by the Company to be timely filed.

8.2 Tax Elections. The Taxable Year shall be the Fiscal Year unless the Board shall determine otherwise in its sole discretion and in compliance with applicable Law. The Board shall, in its sole discretion, determine whether to make or revoke any available election pursuant to the Code; provided that, if requested by the EE Member, the Board shall cause the Company to make an election pursuant to Section 754 of the Code (and any corresponding election under state or local Law). Each Unitholder will, upon request from the Board, supply any information necessary to give proper effect to such election.

8.3 Tax Controversies.

(a) The EE Member shall be designated as the "partnership representative" (the "**Partnership Representative**"), as defined in Code Section 6223 and any corresponding state Law provision, and the Company and the Unitholders shall complete any necessary actions (including by executing any required certificates or other documents) to effect such designation. The Partnership Representative shall appoint an individual (the "**Designated Individual**") through whom the Partnership Representative may act for purposes of implementing the provisions of this Section 8.3. The Designated Individual may resign at any time, and may be removed by the Partnership Representative at any time. In the event the Person serving as the Designated Individual resigns or ceases to be the Designated Individual for any reason, a successor Designated Individual shall be appointed by the Partnership Representative. The Partnership Representative may resign at any time. In the event the Person serving as the Partnership Representative ceases to serve as Partnership Representative for any reason, the Board shall appoint another Person to serve as the Partnership Representative (and, if applicable, as the Designated Individual). The Company shall pay and be responsible for all reasonable third-party costs incurred by the Partnership Representative, the Designated Individual or any of their respective agents (including outside accountants or counsel engaged by them) in performing those duties and any costs and expenses incurred by them in connection with an audit of any income tax return of the Company. The Partnership Representative and the Designated Individual may take any action contemplated to be taken by the Partnership Representative or the Designated Individual by the Code and the regulations thereunder, including making any elections available to be made as Partnership Representative or Designated Individual, including the election described in Code Section 6226(a)(1). If an election under Code Section 6226(a) is made, the Company shall furnish to each Member for the year under audit a statement of such Member's share of any adjustment set forth in the notice of final partnership adjustment, and each Member shall take such adjustment into account as required under Code Section 6226(b). To the extent that the Partnership Representative or the Designated Individual does not make an election under Code Section 6221(b) or Code Section 6226, the Company shall use commercially reasonable efforts to (i) make any modifications available under Code Sections 6225(c)(3), (4) and (5) and (ii) if requested by a Member, provide to such Member information allowing such Member to file an amended federal income tax return or use the alternative procedure to file amended returns, as described in Code Section 6225(c)(2), to the extent such amended return and payment of any related federal income taxes would reduce any taxes payable by the Company. The Partnership Representative shall promptly notify the Members holdings Common Units if any tax return of the Company is audited and upon the receipt of a notice of final partnership administrative adjustment or final partnership adjustment. In the event that the Company becomes liable for any taxes, interest or penalties under Section 6225 of the Code, (A) each Person that was a Unitholder for the taxable year to which such liability relates shall indemnify, defend and hold harmless the Company for such Person's allocable share of the amount of such tax liability, including any interest and penalties associated therewith, (B) the Board may cause the Unitholders (including any former Unitholder) to whom such liability relates to pay, and each such Unitholder hereby agrees to pay, such amount to the Company, and such amount shall not be treated as a Capital Contribution and (C) without reduction to a Unitholder's (or former Unitholder's) obligations under this Section 8.3, any amount paid by the Company that is attributable to a Unitholder and that is not paid by such Unitholder pursuant to clause (B) above, shall be treated for purposes of this Agreement as (I) a distribution to such Member under Article IV and Article XII and (II) a reduction to such Member's Capital Account balance. The provisions contained in this Section 8.3 shall survive the dissolution of the Company and the withdrawal of any Unitholder or the assignment of any Unitholder's interest in the Company.

(b) The Company shall indemnify and hold harmless the Partnership Representative and the Designated Individual from and against any loss, liability, damage, cost or expense (including attorneys' and accountants' fees) sustained or incurred as a result of any act or decision concerning tax matters of the Company and within the scope of such Person's responsibility as the Partnership Representative or the Designated Individual taken in good faith. All amounts indemnified shall be advanced as incurred. The Partnership representative and the Designated Individual shall be entitled to rely on the

advice of outside legal counsel and accountants as to the nature and scope of their respective responsibilities and authority, and any act or omission of the Partnership Representative or the Designated Individual pursuant to such advice in good faith in no event shall subject the Partnership Representative or the Designated Individual to liability to the Company or any Unitholder.

8.4 Code Section 83 Safe Harbor Election. By executing this Agreement, each Member authorizes and directs the Company to elect to have the "Safe Harbor" described in the proposed Revenue Procedure set forth in Internal Revenue Service Notice 2005-43 (the "**IRS Notice**") or in any successor guidance or provision apply to any interest in the Company transferred to a service provider by the Company on or after the effective date of such Revenue Procedure in connection with services provided to the Company. For purposes of making such Safe Harbor election, Holdings is hereby designated as the "partner who has responsibility for federal income tax reporting" by the Company and, accordingly, execution of such Safe Harbor election by the Partnership Representative constitutes execution of a "Safe Harbor Election" in accordance with Section 3.03(1) of the IRS Notice. The Company and each Member hereby agree to comply with all requirements of the Safe Harbor described in the IRS Notice, and any Member or former Member that fails to comply with requirements set forth in this Section 8.4 shall indemnify and hold harmless the Company and each adversely affected Member and former Member from and against any and all losses (including taxes), penalties and other costs or expenses resulting from such Member's or former Member's failure to comply with such requirements.

ARTICLE IX

TRANSFER OF UNITS; RIGHTS AND RESTRICTIONS

9.1 Required Consent.

(a) No Unitholder shall Transfer, or offer or agree to Transfer, all or any part of any interest in any Equity Securities without first obtaining the prior written consent of the Board, which consent shall not be unreasonably withheld, conditioned or delayed (the "**Required Consent**"), except that such Unitholders may Transfer Units pursuant to (i) Section 9.2 (only as an Electing Unitholder) or Section 9.3, or (ii) a Transfer to a Permitted Transferee (the Transfers contemplated by clauses (i) and (ii) of this Section 9.1(a), collectively, the "**Exempt Transfers**"), in each case, without obtaining the Required Consent; provided that if such Unitholder Transfers all or any part of any interests in any Equity Securities to a Permitted Transferee, in the event such Transferee ceases to be a Permitted Transferee of such Unitholder, then such Transferee shall, prior to ceasing to be a Permitted Transferee, Transfer such interest in such Equity Securities to the Unitholder who made such Transfer.

(b) Except with respect to Exempt Transfers, without the prior written consent of the Board, no Member or Unitholder shall permit an indirect Transfer of any Equity Securities in which the ownership interests of such Member or Unitholder or its equity owners as of the date of this Agreement (or the ownership interests of such owners, and so on) are Transferred or issued to a Person to whom such Member or Unitholder is not permitted pursuant to this Article IX to Transfer Equity Securities directly (such a Transfer, a "**Prohibited Indirect Transfer**", and such a Transferee, a "**Prohibited Transferee**"). Notwithstanding anything set forth herein to the contrary, in the event of a Prohibited Indirect Transfer, such applicable Member or Unitholder shall automatically forfeit a number of the Equity Securities of such Member or Unitholder equal to, with respect to each class of Equity Securities held by such Member or Unitholder, the amount of Equity Securities of such class of Equity Securities held by such Member or Unitholder, multiplied by the greater of (x) the percentage of the next distribution to such Member or Unitholder with respect to such class of Equity Securities to which the Prohibited Transferee would be entitled if each intervening entity fully distributed such distribution to its owners and (y) the percentage of such class of Equity Securities to which the Prohibited Transferee would be entitled if each intervening

entity were liquidated (ignoring for the purposes of such deemed liquidation, the satisfaction of any liabilities). For the purposes of this Section 9.1(b), any involuntary Transfer of any Equity Securities as the result of death, divorce or bankruptcy shall not result in a Prohibited Indirect Transfer. This Section 9.1(b) shall not apply to the EE Member or any of its Affiliates.

9.2 Tag Along Rights.

(a) Participation Right. Notwithstanding anything to the contrary set forth herein, nothing in this Section 9.2 shall apply to a Change of Control. Except for Exempt Transfers, in the event that, after obtaining the Required Consent, any Unitholder desires to Transfer any Units (any such Equity Securities, "**Tag Along Units**" and any such transaction subject to this Section 9.2, a "**Tag Along Sale**"), the Unitholder(s) desiring to effect such Tag Along Sale (the "**Selling Unitholders**") shall give, at least thirty (30) days prior to any such Tag Along Sale, each other Unitholder holding Tag Along Units (the "**Tag Along Rights Holders**") written notice (the "**Tag Along Sale Notice**") specifying in reasonable detail the identity of the prospective Transferee(s), the number of Equity Securities to be Transferred and the material terms and conditions of the Transfer. The Tag Along Rights Holders may irrevocably elect to participate in such Tag Along Sale by giving written notice of such irrevocable election to the Selling Unitholders within thirty (30) days after delivery of the Tag Along Sale Notice (such Unitholders delivering such notice of election in accordance with this Section 9.2, collectively, the "**Electing Unitholders**"). Each Selling Unitholder and Electing Unitholder shall be permitted to Transfer in such Tag Along Sale up to the number of Tag Along Units equal to the aggregate number of Tag Along Units to be Transferred in such Tag Along Sale multiplied by a fraction, the numerator of which is the aggregate number of Tag Along Units held by such Selling Unitholder or Electing Unitholder, as applicable, and the denominator of which is the total number of Tag Along Units owned by all Selling Unitholders and Electing Unitholders. In the event the Tag Along Units are sold as a strip, such participation shall be proportional among all holders of such strip based on the Equity Securities included in such strip. Each Unitholder participating in such Tag Along Sale shall Transfer its Equity Securities on the same terms and conditions; provided, however, that each Tag Along Unit shall receive a price per Tag Along Unit equal to the amount that such Tag Along Unit would receive pursuant to Section 4.1(b) assuming for this purpose that the only Equity Securities outstanding are the Tag Along Units held by the Selling Unitholders and the Electing Unitholders and that the aggregate consideration paid in respect of such Tag Along Units is distributed pursuant to Section 4.1(b). If the Tag Along Rights Holders have not elected to participate in the contemplated Transfer (through notice to such effect or expiration of the 30-day period after delivery of the Tag Along Sale Notice), then the Selling Unitholders may Transfer the Equity Securities specified in the Tag Along Sale Notice at a price and on other material terms no more favorable in the aggregate to the Transferor(s) thereof than as specified in the Tag Along Sale Notice during the 90-day period beginning with the delivery of the Tag Along Sale Notice. Any Selling Unitholders' Equity Securities not Transferred during such 90-day period shall be subject to the provisions of this Section 9.2 upon subsequent Transfer.

(b) Participation Procedure; Conditions.

(i) With respect to any Tag Along Sale, the Selling Unitholder shall use commercially reasonable efforts to obtain the agreement of the Transferee to the participation of the Electing Unitholders in such contemplated Tag Along Sale, and the Selling Unitholder shall not Transfer any of its Equity Securities to any prospective Transferee pursuant to such Tag Along Sale if such prospective Transferee(s) declines to allow the participation of the Electing Unitholders on the terms provided herein, unless in connection with such Tag Along Sale, the Selling Unitholder purchases the number and class of Equity Securities from each Electing Unitholder which such Electing Unitholder would have been entitled to sell pursuant to Section 9.2(a) at the same price and on the same terms and conditions on which such Equity Securities were sold to the Transferee(s).

(ii) Each Electing Unitholder Transferring Equity Securities pursuant to a Tag Along Sale shall pay its share (based upon the relative proceeds to be received by such Electing Unitholder in such Tag Along Sale) of the expenses incurred by the Selling Unitholders in connection with such Transfer and each Electing Unitholder shall be obligated to join in, severally and not jointly, any indemnification or other obligation the Selling Unitholders have agreed to in connection with such Tag Along Sale (solely with respect to any such obligations that relate specifically to a particular Unitholder, such as indemnification with respect to representations and warranties given by a Unitholder regarding such Unitholder's title to and ownership of Equity Securities); provided that, unless the prospective Transferee(s) permit a Unitholder to give a guarantee, letter of credit or other mechanism (which shall be dealt with on an individual basis), any escrow of proceeds of any such transaction shall be withheld among all participating Unitholders (based upon the relative proceeds to be received by each such participating Unitholder in such Tag Along Sale); provided further that the Selling Unitholders and Electing Unitholders shall share in indemnification liabilities related to such Tag Along Sale (other than liabilities (if any) related solely to a participating Unitholder, which shall be several) based solely upon the relative proceeds to be received by such participating Unitholder in such Tag Along Sale.

(iii) The obligations of the Electing Unitholders with respect to the Tag Along Sale are also subject to the satisfaction of the following conditions: (A) the consideration payable upon consummation of such Tag Along Sale to all Unitholders participating in the Tag Along Sale shall be allocated among such Unitholders based upon the Pro Rata Share represented by the Equity Securities Transferred by such Unitholder pursuant to such Tag Along Sale, (B) upon the consummation of the Tag Along Sale, all of the Electing Unitholders of a particular class of Equity Securities shall receive (or shall have the option to receive) the same form of consideration for such class of Equity Securities and the same per Equity Security amount of consideration for such class of Equity Security (it being understood and agreed that holders of Equity Securities of one class of Equity Securities may receive different forms and amounts of consideration than Equity Securities of a different class); provided that, in the event that any securities are part of the consideration payable to the Unitholders in the Tag Along Sale, each Unitholder that is not an "accredited investor" as such term is defined under the Securities Act may, in the discretion of the Board, receive, and hereby agrees to accept, in lieu of such securities, cash consideration with Fair Market Value equal to the Fair Market Value of such securities (as determined in accordance with Article XIII), (C) each Electing Unitholder shall be solely responsible for any breach of any representation, warranty or covenant made by such Electing Unitholder in connection with such Tag Along Sale and (D) each Electing Unitholder shall be required to indemnify the Transferee(s) in such Tag Along Sale on a several and pro rata (and in no event on a joint and several) basis (on a pro rata basis among all other Unitholders having the same priority of distributions based on the number of Units held by such Unitholders having such priority), as if such liabilities were deducted from the proceeds paid or distributed to the Unitholders in the Tag Along Sale, for any liabilities arising out of such Tag Along Sale (other than in respect of any representation, warranty or covenant made by any other Electing Unitholder on its own behalf, for which such other Electing Unitholder shall be solely responsible). In addition, except in the event of fraud by such Electing Unitholder, the liability of an Electing Unitholder in connection with any Tag Along Sale shall not exceed the lesser of (x) such Electing Unitholder's pro rata share of all liabilities for the representations, warranties and other obligations incurred in connection with such Tag Along Sale and (y) the aggregate proceeds received by such Electing Unitholder in such Tag Along Sale.

9.3 Approved Sale; Drag-Along Obligations.

(a) Approved Sale. If the Board approves a Change of Control with a Person that is an Independent Third Party (such approved Change of Control, the "**Approved Sale**"), subject to the terms of

this Section 9.3, each Member shall vote for, consent to and raise no objections against, and not otherwise impede or delay, such Approved Sale. In the event the Board elects to exercise its drag-along rights under this Section 9.3, the Company shall promptly give written notice to each Unitholder subject to such exercise of drag-along rights by the Board not later than ten (10) business days prior to the first to occur of (x) the entry into a definitive written agreement with respect to such Approved Sale and (y) consummation of the Approved Sale or any election by the Board to exercise the drag-along rights pursuant to this Section 9.3, setting forth the name and address of the Transferee, the total number of Units proposed to be Transferred, the proposed amount and form of consideration for such Units and all other material terms and conditions of the Approved Sale. Such notice shall also specify the number of Units that each Unitholder shall be required to Transfer. In furtherance of the foregoing, if the Approved Sale is structured as a (i) merger, consolidation or sale of assets, each Member and Unitholder shall waive any dissenters rights, appraisal rights or similar rights in connection with such merger, consolidation or asset sale or (ii) sale of Units or other Equity Securities, each Member and Unitholder shall agree to sell and Transfer, and shall sell and Transfer, all (or such lesser portion reflecting such Person's proportionate interest in the aggregate portion of the Total Equity Value being sold or disposed of in such Approved Sale) of such Unitholder's or Member's Units and other Equity Securities on the terms and conditions approved by the Board. Subject to Section 9.3(b) and Section 9.3(c), each Member and Unitholder shall take all necessary or desirable actions in connection with the consummation of the Approved Sale (whether in such Person's capacity as a Member, Manager or otherwise) as requested by the Board (including by executing and delivering any and all agreements, instruments, consents, waivers and other documents in substantially the same forms as approved by the Board (including, subject to Section 9.3(b) and Section 9.3(c), any applicable purchase agreement, stockholders agreement and/or indemnification and/or contribution agreement)).

(b) Conditions. The obligations of the Members and Unitholders with respect to the Approved Sale are subject to the satisfaction of the following conditions: (i) the consideration payable upon consummation of such Approved Sale to all Unitholders shall be allocated among the Unitholders based upon the Pro Rata Share represented by the Units Transferred by such Unitholder pursuant to such Approved Sale, (ii) upon the consummation of an Approved Sale, all of the Unitholders of a particular class or series of Unit shall receive (or shall have the option to receive) the same form of consideration for such class or series of Unit and the same per Unit amount of consideration for such class or series of Unit (it being understood and agreed that holders of Units of one class or series of Units may receive different forms and amounts of consideration than Units of a different class or series); provided that, in the event that any securities are part of the consideration payable to the Unitholders, each Unitholder that is not an "accredited investor" as such term is defined under the Securities Act, may, in the discretion of the Board, receive, and each such Unitholder hereby agrees to accept, in lieu of such securities, cash consideration with Fair Market Value equal to the Fair Market Value of such securities (as determined in accordance with Article XIII), (iii) each Unitholder shall pay such Unitholder's share (determined on a pro rata basis based on the expenses incurred on behalf of the Company and its Subsidiaries in connection with such Approved Sale), (iv) each Unitholder shall be required to make representations and warranties only as to the organization, capacity and authority of such Unitholder, enforceability of definitive agreements against such Unitholder, such Unitholder's ownership of the Units transferred by such Unitholder in such Approved Sale (free and clear of all liens, encumbrances and other restrictions, subject to customary permitted liens, encumbrances and other restrictions), absence of conflicts and required governmental approvals and brokerage fees payable by such Unitholder, (v) each Unitholder shall be solely responsible for any breach of any representation, warranty or covenant made by such Unitholder in connection with such Approved Sale, (vi) each Unitholder shall be required to indemnify the Transferee(s) in such Approved Sale on a several and pro rata basis, as if such liabilities were deducted from the proceeds paid or distributed to the Unitholders in the Approved Sale, for any liabilities arising out of such Approved Sale (other than in respect of any representation, warranty or covenant made by any other Unitholder on its own behalf, for which such other Unitholder shall be solely responsible) and (vii) no Unitholder shall be obligated to enter into any waiver, amendment or modification of this Agreement that would requirement consent of such Unitholder under Section 14.2.

In addition, except in the event of fraud by such Unitholder, the liability of a Unitholder in connection with any Approved Sale shall not exceed the lesser of (x) such Unitholder's pro rata share of all liabilities for the representations, warranties and other obligations incurred in connection with such Approved Sale and (y) the aggregate proceeds received by such Unitholder in such Approved Sale.

(c) Purchaser Representative. If the Company enters into any negotiation or transaction for which Rule 506 (or any similar rule then in effect) promulgated by the Securities Exchange Commission may be available with respect to such negotiation or transaction (including a merger, consolidation or other reorganization), the Unitholders who are not "accredited investors" shall, at the request of the Company, appoint a "purchaser representative" (as such term is defined in Rule 501 promulgated under the Securities Act) designated by the Company. If any such Unitholder so appoints a purchaser representative, the Company shall pay the fees of such purchaser representative. However, if any such Unitholder declines to appoint the purchaser representative designated by the Company, such Unitholder shall appoint another purchaser representative (reasonably acceptable to the Company), and such Unitholder shall be responsible for the fees of the purchaser representative so appointed.

(d) No Grant of Dissenters Rights or Appraisal Rights. In no manner shall this Section 9.3 be construed to grant to any Member or Unitholder any dissenters rights or appraisal rights or give any Member or Unitholder any right to vote in any transaction structured as a merger, consolidation or sale of assets (it being understood and agreed that the Members and Unitholders hereby expressly waive rights under Section 18-210 of the Delaware Act (entitled "Contractual appraisal rights") and grant to the Board the sole right to approve or consent to a merger or consolidation of the Company or a sale of all or substantially all of the assets of the Company or its Subsidiaries without approval or consent of the other Members or the other Unitholders).

(e) Approval by Rollover Member Owners. The Rollover Member hereby acknowledges and agrees, on behalf of itself and each of its Rollover Member Owners, that, notwithstanding any provision of the Rollover Member's organizational documents, the Delaware Act or any other provision of applicable Law, (i) the Rollover Member Owners are bound by the obligations of this Section 9.3, including, without limitation, the required approval by the Rollover Member of an Approved Sale, and (ii) to the extent any vote or approval with respect to an Approved Sale is required by the Rollover Member Owners, each Rollover Member Owner shall submit its approval or vote its equity interests in the Rollover Member in accordance with the above provisions of this Section 9.3.

(f) Power of Attorney. Each Member (other than the EE Member) and each Rollover Member Owner hereby makes, constitutes and appoints the EE Member and its designative representatives as its true and lawful attorney-in-fact for it and in its name, place, and stead and for its use and benefit, to sign, execute, certify, acknowledge, swear to, file and record any agreement, amendment, document, resolution, consent, certificate or other instrument that is now or may hereafter be deemed necessary by the Board in its reasonable discretion to carry out fully the provisions and the obligations of such Member or Rollover Member Owner pursuant to this Section 9.3. The power of attorney granted hereunder is a special power of attorney, coupled with an interest, and is irrevocable, and shall survive the bankruptcy, insolvency, dissolution or cessation of existence of the applicable Member.

(g) Failure to Comply. If any Member fails to comply with the provisions of this Section 9.3, such Person: (i) will not be entitled to the consideration that such Person would otherwise receive in the Approved Sale until such Person cures such failure (provided that, after curing such failure, such Person will be so entitled to such consideration without interest), (ii) will be deemed, for all purposes, no longer to be a Member of the Company, (iii) will not be entitled to any distributions after the Approved Sale with respect to Units previously held by such Person after such Member's receipt of the consideration provided for in clause (i) above, (iv) will have no other rights or privileges granted to Members under this

Agreement or any future agreement and (v) in the event of liquidation of the Company, such Person's rights with respect to any consideration that such Person would have received if such Person had complied with this Section 9.3, if any, will be subordinate to the rights of each other equityholder of any of the Company's Equity Securities.

9.4 Effect of Assignment.

(a) Termination of Rights. Any Unitholder who shall assign any Units or other interest in the Company shall cease to be a Unitholder with respect to such Units or other interest and shall no longer have any rights or privileges of a Unitholder with respect to such Units or other interest.

(b) Deemed Agreement. Any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all of the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.

(c) Assignee's Rights. A Transfer of Units permitted hereunder shall be effective as of the date of assignment and compliance with the conditions to such Transfer, and such Transfer shall be shown on the books and records of the Company. Unless and until an Assignee becomes a Member pursuant to Article X, such Assignee shall not be entitled to any of the rights granted to a Member hereunder or under applicable Law, other than the rights specifically granted to Assignees pursuant to this Agreement.

9.5 Additional Restrictions on Transfer.

(a) Restrictions. Units are Transferable only pursuant to (i) public offerings registered under the Securities Act, (ii) Rule 144 or Rule 144A of the Securities and Exchange Commission (or any similar rules then in force) if such rule is available and (iii) other legally available means of Transfer permitted by this Agreement.

(b) Execution of Counterpart. Except in connection with an Approved Sale, each Transferee of Units or other interests in the Company shall, as a condition prior to such Transfer, execute and deliver to the Company a joinder or counterpart to this Agreement in form and substance reasonably acceptable to the Board pursuant to which such Transferee shall agree to be bound by the provisions of this Agreement.

(c) Notice. In connection with the Transfer of any Units, the holder of such Units will deliver written notice to the Company describing in reasonable detail the Transfer or proposed Transfer.

(d) Legal Opinion. No Transfer of Units or any other interest in the Company may be made unless, in the opinion of counsel, satisfactory in form and substance to the Board (which opinion may be waived in the sole discretion of the Board), such Transfer is exempt from federal securities Laws or any state or provincial securities or "blue sky" Laws (including any investor suitability standards) applicable to the Company or the interest to be Transferred. Such opinion of counsel shall be delivered in writing to the Company prior to the date of the Transfer.

(e) No Avoidance of Provisions. No Unitholder shall, directly or indirectly, (i) permit the Transfer of all or any portion of the direct or indirect equity or beneficial interest in such Unitholder (whether through Transfers or issuances of its own equity, assignments by operation of Law by merger or consolidation of such holder into another entity or dissolution or liquidation of such Unitholder) or (ii) seek

to avoid the provisions of this Agreement by issuing, or permitting the issuance of, any direct or indirect equity or beneficial interest in such Unitholder, in any such case, in a manner which would fail to comply with this Article IX if such Unitholder had Transferred Units directly, unless such Unitholder first complies with the terms of this Agreement.

(f) Code Section 7704 Safe Harbor. In order to permit the Company to qualify for the benefit of a "safe harbor" under Code Section 7704, notwithstanding anything to the contrary in this Agreement, no Transfer of any Unit or economic interest shall be permitted or recognized by the Company or the Board (within the meaning of Treasury Regulation Section 1.7704-1(d)) if and to the extent that such Transfer would cause the Company to have more than one hundred (100) partners (within the meaning of Treasury Regulation Section 1.7704-1(h), including the look-through rule in Treasury Regulation Section 1.7704-1(h)(3)).

9.6 Legend.

In the event that Certificated Units are issued, such Certificated Units will bear a legend in substantially the following form:

> "THE UNITS REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [_____], 20[__], HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"), OR APPLICABLE STATE SECURITIES LAWS ("**STATE ACTS**") AND MAY NOT BE SOLD, ASSIGNED, PLEDGED, TRANSFERRED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR STATE ACTS OR AN EXEMPTION FROM REGISTRATION THEREUNDER. THE TRANSFER OF THE UNITS REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE CONDITIONS SPECIFIED IN AN AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT AS AMENDED AND MODIFIED FROM TIME TO TIME, GOVERNING THE ISSUER OF SUCH UNITS (THE "**COMPANY**"), BY AND AMONG THE COMPANY AND CERTAIN INVESTORS, A COPY OF WHICH SHALL BE FURNISHED BY THE COMPANY UPON WRITTEN REQUEST WITHOUT CHARGE."

If a Member holding Certificated Units delivers to the Company an opinion of counsel, satisfactory in form and substance to the Board (which opinion may be waived by the Board), that no subsequent Transfer of such Units will require registration under the Securities Act, the Company will promptly, upon such contemplated Transfer, deliver new Certificated Units which do not bear the portion of the restrictive legend relating to the Securities Act set forth in this Section 9.6.

9.7 Transfer Fees and Expenses. Except as provided in Section 9.2, Section 9.3 and Section 9.4, the Transferor and Transferee of any Units or other interest in the Company shall be jointly and severally obligated to reimburse the Company for all reasonable expenses (including attorneys' fees and expenses) of any Transfer or proposed Transfer, whether or not consummated.

9.8 Void Transfers. Any Transfer by any Member or Unitholder of any Units or other interest in the Company in contravention of this Agreement or which would cause the Company to not be treated as a partnership for U.S. federal income tax purposes shall be void and ineffectual *ab initio* and shall not bind or be recognized by the Company or any other party. No purported assignee shall have any right to any Profits, Losses or Distributions of the Company.

9.9 Purchase Option Upon Involuntary Transfer. If (a) the marital relationship of any Rollover Member Owner is terminated, either by divorce or by the death of such Rollover Member Owner's spouse, and such Rollover Member Owner does not succeed to all of such spouse's interest (including, without limitation, any community property interest) in any equity interests of the Rollover Member, either as outright owner of such equity interests or as a trustee of a trust holding such equity interests, or (b) all or any portion of a Rollover Member Owner's equity interest in the Rollover Member is otherwise involuntarily Transferred by operation of law to any Person other than to the Company or the Rollover Member, for any reason other than the death of such Rollover Member Owner (any such succession or Transfer pursuant to clause (a) or (b) of this paragraph, an "**Involuntary Transfer**"), then the Company shall have the right to purchase such Rollover Member Owner's RMO Percentage of the Units held by the Rollover Member (or, in the event that less than all of such Rollover Member Owner's equity interests in the Rollover Member were Involuntarily Transferred, such Rollover Member Owner's RMO Percentage of the Units held by the Rollover Member multiplied by the percentage of such Rollover Member Owner's equity interests in the Rollover Member subject to such Involuntary Transfer) within ninety (90) days of the date upon which the Board first received actual notice of such Involuntary Transfer by giving written notice to the Rollover Member within such ninety (90) day period. The purchase price for such Units shall be equal to the Fair Market Value of such Units. The terms of any such purchase shall be as set forth in Section 9.11 hereof. Immediately following the closing of such purchase by the Company, the Rollover Member shall repurchase the portion of its equity interests Involuntarily Transferred with the proceeds of repurchase received by the Rollover Member from the Company. Notwithstanding anything to the contrary herein, Section 9.2 shall not apply to the repurchase of any Units from the Rollover Member pursuant to this Section 9.9.

9.10 Repurchase Right Upon Termination of Employment or Involvement in the Business. In the event that each of Ray Hyman, Adam Hyman and Michael Hyman (i) ceases to be employed by, or otherwise provide services to, the Company or its Subsidiaries on a full-time basis or (ii) otherwise ceases to be actively involved in the day-to-day operations of the Business, as determined by the Board in good faith, in each case, for any reason or for no reason, (any such event, a "Termination of Employment"), then, automatically and without further action on the part of the Company or any Member, the Company shall have the irrevocable option, for a period of ninety (90) days beginning on the date of such Termination of Employment, to purchase all or any portion of the Units held by the Rollover Member for a purchase price equal to the Fair Market Value of such Units. The terms of any such purchase shall be as set forth in Section 9.11 hereof. Notwithstanding anything to the contrary herein, Section 9.2 shall not apply to the repurchase of any Units from the Rollover Member pursuant to this Section 9.10.

9.11 Closing of Purchases. If the Board, on behalf of the Company, exercises the right to purchase the Units of the Rollover Member pursuant to Section 9.9 or 9.10, then, unless otherwise agreed upon by the Rollover Member and the Board, the closing will take place at the offices of the Company on the fifth (5^{th}) Business Day after the date on which the notice of purchase by the Company is received by the Rollover Member. At the closing, except as otherwise provided herein, the Company, solely upon the Rollover Member's delivery to the Company of valid assignments or other agreements properly assigning the Units then being purchased, will pay the purchase price for the Units then being purchased. By delivery of proper assignment documents assigning the Units to the Company, the Rollover Member will be deemed to represent and warrant to the Company that the transferred Units are owned by the Rollover Member free and clear of all liens and encumbrances. The Rollover Member will promptly perform, whether before or after any such closing, such additional acts (including, without limitation, executing and delivering additional documents) as are reasonably required by either such party to effect more fully the transactions contemplated by Section 9.9 or 9.10.

ARTICLE X

ADMISSION OF MEMBERS

10.1 Substituted Members. In connection with the Transfer of Units of a Unitholder permitted under the terms of this Agreement and the other agreements contemplated hereby, the Transferee of such Units shall become a Substituted Member on the later of (a) the effective date of such Transfer and (b) the date on which the Board approves such Transferee as a Substituted Member, and such admission shall be shown on the books and records of the Company; *provided that*, in the event of a Transfer to a Permitted Transferee, no approval by the Board shall be required to admit such Permitted Transferee as a Substituted Member, provided that such Permitted Transferee has satisfied the conditions set forth in Section 10.2. Such Substituted Member shall sign a letter of acceptance, in form satisfactory to the Board, of all the terms and conditions of this Agreement, and such other agreements, instruments and other documents as may be deemed necessary or appropriate by the Board in its sole discretion to effect such Person's admission as a Member.

10.2 Additional Members. A Person may be admitted to the Company as an Additional Member only as contemplated under Section 3.1 and only upon furnishing to the Company (a) a letter of acceptance, in form satisfactory to the Board, of all the terms and conditions of this Agreement and (b) a Joinder and such other agreements, instruments and other documents or instruments as may be deemed necessary or appropriate by the Board in its sole discretion to effect such Person's admission as a Member. Such admission shall become effective on the date on which the Board determines in its sole discretion that such conditions have been satisfied and the Company countersigns such Joinder.

ARTICLE XI

WITHDRAWAL AND RESIGNATION OF UNITHOLDERS

11.1 Withdrawal and Resignation of Unitholders. No Unitholder, as such, shall have the power or right to withdraw or otherwise resign from the Company prior to the dissolution and winding up of the Company pursuant to Article XII, without the prior written consent of the Board (which consent may be withheld by the Board in its sole discretion), except as otherwise expressly permitted by this Agreement. Upon a Transfer of all of a Unitholder's Units in a Transfer permitted by this Agreement, subject to the provisions of Section 9.4, such Unitholder shall cease to be a Unitholder. Notwithstanding that payment on account of a withdrawal may be made after the effective time of such withdrawal, any completely withdrawing Unitholder will not be considered a Unitholder for any purpose after the effective time of such complete withdrawal, and, in the case of a partial withdrawal, such Unitholder's Capital Account (and corresponding voting and other rights) shall be reduced for all other purposes hereunder upon the effective time of such partial withdrawal.

ARTICLE XII

DISSOLUTION AND LIQUIDATION

12.1 Dissolution. The Company shall not be dissolved by the admission of Additional Members or Substituted Members. The Company shall only dissolve, and its affairs shall only be wound up, upon the first of the following to occur:

(a) the written election of the Board;

(b) sale of all or substantially all of the Company's assets; and

(c) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Delaware Act.

Except as otherwise set forth in this Article XII, the Company is intended to have perpetual existence. An Event of Withdrawal shall not cause a dissolution of the Company and the Company shall continue in existence subject to the terms and conditions of this Agreement.

12.2 Liquidation and Termination. On the dissolution of the Company, the Board or its designee shall act as liquidator or (in its sole discretion) may appoint one or more representatives, Members or other Persons as liquidator(s). The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Delaware Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the assets of the Company with all of the power and authority of the Board. The steps to be accomplished by the liquidators are as follows:

(a) Satisfaction of Debts, Liabilities and Obligations. The liquidators shall pay, satisfy or discharge from the Company's funds all of the debts, liabilities and obligations of the Company (including all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof (including the establishment of a cash fund for contingent liabilities in such amount and for such term as the liquidators may reasonably determine).

(b) Determination of Liquidation Assets. As promptly as practicable after dissolution, the liquidators shall (i) determine the Fair Market Value (the "**Liquidation FMV**") of the Company's remaining assets (the "**Liquidation Assets**") in accordance with Article XIII, (ii) determine the amounts to be distributed to each Unitholder in accordance with Section 4.1(b) and (iii) deliver to each Unitholder a statement (the "**Liquidation Statement**") setting forth the Liquidation FMV and the amounts and recipients of such Distributions, which Liquidation Statement shall be final and binding on all Unitholders.

(c) Distribution of Liquidation Assets. As soon as the Liquidation FMV and the proper amounts of Distributions have been determined in accordance with Section 12.2(b), the liquidators shall promptly distribute the Liquidation Assets to the holders of Units in accordance with Section 4.1(b). In making such distributions, the liquidators shall allocate each type of Liquidation Assets (i.e., cash or cash equivalents, preferred or common equity securities, etc.) among the Unitholders ratably based upon the aggregate amounts to be distributed with respect to the Units held by each such holder; provided that, in the event that any securities are part of the Liquidation Assets, each Unitholder that is not an "accredited investor" as such term is defined under the Securities Act may, in the sole discretion of the Board, receive, and each such Unitholder hereby agrees to accept, in lieu of such securities, cash consideration with an equivalent value to such securities as determined by the Board. Any non-cash Liquidation Assets will first be written up or down to their Fair Market Value, thus creating Profit or Loss (if any), which shall be allocated in accordance with Section 4.2 and Section 4.3. If any Unitholder's Capital Account is not equal to the amount to be distributed to such Unitholder pursuant to this Section 12.2(c), Profits and Losses for the Fiscal Year in which the Company is dissolved shall be allocated among the Unitholders in such a manner as to cause, to the extent possible, each Unitholder's Capital Account to be equal to the amount to be distributed to such Unitholder pursuant to this Section 12.2(c). The distribution of cash and/or property to a Unitholder in accordance with the provisions of this Section 12.2 constitutes a complete return to such Unitholder of its Capital Contributions and a complete distribution to such Unitholder of its interest in the Company and all the property of the Company and constitutes a compromise to which all Unitholders have consented within the meaning of the Delaware Act. To the extent that a Unitholder returns funds to the Company, it has no claim against any other Unitholder for those funds.

12.3 Cancellation of Certificate. On completion of the distribution of the Company's assets as provided herein, the Company shall be terminated (and the Company shall not be terminated prior to such time), and the Board (or such other Person or Persons as the Delaware Act may require or permit) shall file a certificate of cancellation with the Secretary of State of the State of Delaware, cancel any other filings made pursuant to this Agreement that are or should be canceled and take such other actions as may be necessary to terminate the Company. The Company shall be deemed to continue in existence for all purposes of this Agreement until it is terminated pursuant to this Section 12.3.

12.4 Reasonable Time for Winding Up. A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Company and the liquidation of its assets pursuant to Section 12.2 in order to minimize any losses otherwise attendant upon such winding up.

12.5 Return of Capital. The liquidators shall not be personally liable for the return of Capital Contributions or any portion thereof to any of the Unitholders (it being understood and agreed that any such return shall be made solely from the Company's assets).

12.6 Hart-Scott-Rodino. In the event the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "**HSR Act**"), is applicable to any Unitholder, the dissolution of the Company shall not be consummated until such time as the applicable waiting period (and extensions thereof) under the HSR Act have expired or otherwise been terminated with respect to each such Unitholder.

12.7 No Action for Dissolution. The Unitholders acknowledge that irreparable damage would be done to the goodwill and reputation of the Company if any Unitholder should bring an action in court to dissolve the Company. This Agreement has been drawn carefully to provide fair treatment of all parties and equitable payment in liquidation of the interests of all Unitholders. Accordingly, each Unitholder hereby waives and renounces its right to initiate legal action to seek dissolution of the Company or to seek the appointment of a receiver or trustee to liquidate the Company.

ARTICLE XIII

VALUATION

13.1 Valuation of Units. The "Fair Market Value" of each Unit shall be the fair value (which, for the avoidance of doubt, includes consideration of the per share or per Unit price, dividends, liquidation preferences and other terms of the securities being sold) of each such Unit based on the portion of the Total Equity Value to which each such Unit would be entitled as of the date of valuation, without taking into account a discount for a minority position or illiquidity. Fair Market Value of a Unit shall be as determined as agreed upon by the Board and the Rollover Member in good faith; provided, however, if the Board and the Rollover Member cannot in good faith agree on a value within twenty (20) Business Days of commencing discussions as to such value, the Fair Market Value of such Units shall be determined by an appraiser selected by agreement of the Board and the Rollover Member (the cost of such appraiser to be borne equally by the Rollover Member and the Company) and, if the Board and the Rollover Member cannot agree on an appraiser within thirty (30) days of the end of such twenty (20) Business Day valuation discussion period, then the appraiser shall be selected by the Dallas, Texas office of RSM US LLP.

13.2 Valuation of Other Securities. The "Fair Market Value" of any other securities shall mean the average of the closing prices of the sales of such securities on all securities exchanges on which such securities may at the time be listed, or, if there have been no sales on any such exchange on any day, the average of the highest bid and lowest asked prices on all such exchanges at the end of such day, or, if on any day such securities are not so listed, the average of the representative bid and asked prices quoted in the NASDAQ System as of 4:00 P.M., New York time, or, if on any day such securities are not

quoted in the NASDAQ System, the average of the highest bid and lowest asked prices on such day in the domestic over-the-counter market as reported by the National Quotation Bureau Incorporated, or any similar successor organization, in each such case, averaged over a period of twenty-one (21) days consisting of the day as of which the Fair Market Value is being determined and the twenty (20) consecutive business days prior to such day. If at any time such securities are not listed on any securities exchange or quoted in the NASDAQ System or the over-the-counter market, the Fair Market Value of each such security shall be equal to the fair value thereof as of the date of valuation as determined by the Board in good faith on the basis of an orderly sale to a willing, unaffiliated buyer in an arm's-length transaction.

13.3 Valuation of Other Assets. The "Fair Market Value" of all other non-cash assets shall mean the fair value for such assets as between a willing buyer and a willing seller in an arm's-length transaction occurring on the date of valuation as determined by the Board in good faith, taking into account all relevant factors determinative of value that the Board deems relevant (and giving effect to any transfer Taxes payable or discounts in connection with such sale).

ARTICLE XIV

GENERAL PROVISIONS

14.1 Power of Attorney. Each Unitholder hereby constitutes and appoints the Board and the liquidators, as applicable, and their respective designees, with full power of substitution, as its true and lawful agent and attorney-in-fact, with full power and authority in its name, place and stead, to execute, swear to, acknowledge, deliver, file and record in the appropriate public offices (a) this Agreement, all certificates and other instruments and all amendments hereof or thereof in accordance with the terms hereof which the Board deems appropriate or necessary to form, qualify or continue the qualification of, the Company as a limited liability company in the State of Delaware and in all other jurisdictions in which the Company may conduct business or own property or as otherwise permitted herein, (b) all instruments, agreements or other documents which the Board deems appropriate or necessary to reflect any amendment, change, modification or restatement of this Agreement in accordance with its terms, (c) all conveyances and other instruments or documents which the Board and/or the liquidators deems appropriate or necessary to reflect the dissolution and liquidation of the Company pursuant to the terms of this Agreement, including a certificate of cancellation, (d) all instruments relating to the admission, withdrawal or substitution of any Unitholder pursuant to Article X or Article XI and (e) all instruments necessary or requested by the Board for any Transfer of Units pursuant to an Approved Sale or pursuant to Section 9.2. The foregoing power of attorney is irrevocable and coupled with an interest, and shall survive the death, disability, incapacity, dissolution, bankruptcy, insolvency or termination of any Unitholder and the Transfer of all or any portion of its Units, and shall extend to such Unitholder's heirs, successors, assigns and personal representatives.

14.2 Amendments. Subject to the right of the Board to amend this Agreement as expressly provided herein (including any amendment to this Agreement and the Schedule of Unitholders pursuant to Section 3.1), this Agreement may only be amended or modified with the written consent of the Board, and such amendment or modification shall be binding upon and effective as to each Member and Unitholder. Notwithstanding the foregoing, no amendment to this Agreement that would, disproportionately, materially and adversely affect the Rollover Member shall be effective against the Rollover Member without the written consent of the Rollover Member. Notwithstanding the foregoing or anything to the contrary in this Agreement, in no event shall the issuance of additional Equity Securities, the creation or issuance of any new class or series of Equity Securities (or any amendment to this Agreement, including any amendment to Article IV, in connection therewith) or the increase in the number of or voting rights of any of the Managers, in each case, in accordance with this Agreement, be deemed to disproportionately, materially or adversely alter, change or amend any right or preference of any Member or Unitholder or class of Units or require consent of any Member or Unitholder under this Section 14.2.

14.3 Remedies. Each Unitholder and the Company shall have all rights and remedies set forth in this Agreement and all rights and remedies which such Person has been granted at any time under any other agreement or contract and all of the rights which such Person has under any Law. Any Person having any rights under any provision of this Agreement or any other agreements contemplated hereby shall be entitled to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by Law. The EE Member shall be entitled to enforce any rights under any provision of this Agreement or any other agreements contemplated hereby specifically (without posting a bond or other security).

14.4 Successors and Assigns. All covenants and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns, whether so expressed or not.

14.5 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein, or if such term or provision could be drawn more narrowly so as not to be illegal, invalid, prohibited or unenforceable in such jurisdiction, it shall be so narrowly drawn, as to such jurisdiction, without invalidating the remaining terms and provisions of this Agreement or affecting the legality, validity or enforceability of such term or provision in any other jurisdiction.

14.6 Counterparts; Binding Agreement. This Agreement may be executed simultaneously in two (2) or more separate counterparts (including by means of a facsimile machine or other electronic transmission), any one of which need not contain the signatures of more than one party, but each of which will be deemed an original and all of which together shall constitute one and the same agreement binding on all the parties hereto. This Agreement and all of the provisions hereof shall be binding upon and effective as to each Person who (a) executes this Agreement in the appropriate space provided in the signature pages hereto notwithstanding the fact that other Persons who have not executed this Agreement may be listed on the signature pages hereto and (b) may from time to time become a party to this Agreement by executing a counterpart of or joinder to this Agreement.

14.7 Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The use of the word "including" in this Agreement shall be by way of example rather than by limitation. Unless expressly indicated herein, reference to any agreement, document or instrument means such agreement, document or instrument as amended, restated or otherwise modified and/or waived from time to time in accordance with the terms thereof, and if applicable, hereof. Without limiting the generality of the immediately preceding sentence, no amendment or other modification to any agreement, document or instrument that requires the consent of any Person pursuant to the terms of this Agreement or any other agreement will be given effect hereunder unless such Person has consented in writing to such amendment or modification. Whenever required by the context, references to a Fiscal Year shall refer to a portion thereof. The use of the words "or", "either" and "any" shall not be exclusive. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the

authorship of any of the provisions of this Agreement. Wherever a conflict exists between this Agreement and any other agreement, this Agreement shall control but solely to the extent of such conflict.

14.8 Applicable Law. The Law of the state of Delaware shall govern all claims or matters related to or arising from this Agreement (including any tort or non-contractual claims) and any questions concerning the construction, interpretation, validity and enforceability of this Agreement, and the performance of the obligations imposed by this Agreement, in each case, without giving effect to any choice of Law or conflict of Laws rules or provisions (whether of the state of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of Delaware. The Company and each Member and Unitholder hereby waive all rights to trial by jury in any action, suit or proceeding brought to resolve any dispute between or among the Members and/or the Unitholders or between the Company and certain Members and/or Unitholders (whether arising in contract, tort or otherwise) arising out of, connected with or related or incidental to this Agreement, the transactions contemplated hereby or the relationships established among the parties hereunder.

14.9 Addresses and Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given or made when (a) delivered personally to the recipient, (b) telecopied to the recipient (with hard copy sent to the recipient by reputable overnight courier service (charges prepaid) that same day) if telecopied before 5:00 p.m. Chicago, Illinois time on a business day, and otherwise on the next business day or (c) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid). Such notices, demands and other communications shall be sent to the address for such recipient set forth in the Company's books and records, or to such other address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party.

14.10 Creditors. None of the provisions of this Agreement shall be for the benefit of or be enforceable by any creditors of the Company or any of its Affiliates, and no creditor who makes a loan to the Company or any of its Affiliates may have or acquire (except pursuant to the terms of a separate agreement executed by the Company in favor of such creditor) at any time as a result of making such loan any direct or indirect interest in the Company's Profits, Losses, Distributions, capital or property other than as a secured creditor.

14.11 No Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

14.12 Further Action. The parties hereto agree to execute and deliver all documents, provide all information and take or refrain from taking such actions as may be necessary or appropriate to achieve the purposes of this Agreement.

14.13 Offset Against Amounts Payable. Whenever the Company is to pay any sum to any Unitholder or any Affiliate or related Person, any amounts that such Unitholder or such Affiliate or related Person owes to the Company or any of its Subsidiaries may be offset or deducted from that sum before payment.

14.14 Entire Agreement. This Agreement, those documents expressly referred to herein and other documents dated as of the Effective Date embody the complete agreement and understanding among the parties hereto and supersede and preempt any prior understandings, agreements or representations by or among the parties hereto, written or oral, which may have related to the subject matter hereof in any way, including the Prior Agreement.

14.15 Delivery by Facsimile; Electronic Mail. This Agreement, the agreements referred to herein and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or by attachment (e.g., PDF) to electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if each were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall reexecute original forms hereof or thereof and deliver them to all other parties hereto or thereto. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

14.16 Survival. Each of Section 6.1, Section 6.4, Section 6.6 and this Section 14.16 shall survive and continue in full force in accordance with its terms notwithstanding any termination of this Agreement or the dissolution of the Company.

14.17 Certain Acknowledgments. Upon execution and delivery of a counterpart to this Agreement or a joinder to this Agreement, each Member (including each Substituted Member and each Additional Member) shall be deemed to acknowledge to the Company (and with respect to clauses (a) and (b), to each other Member) as follows: (a) the determination of such Member to acquire Units in connection with this Agreement or any other agreement has been made by such Member independent of any other Member and independent of any statements or opinions as to the advisability of such acquisition or as to the properties, business, prospects or condition (financial or otherwise) of the Company or any of its Subsidiaries which may have been made or given by any other Person, (b) no Person has acted as an agent of such Member in connection with making its investment hereunder and that no Person shall be acting as an agent of such Member in connection with monitoring its investment hereunder, (c) each of the Company and the EE Member has retained Katten Muchin Rosenman LLP in connection with the transactions contemplated hereby, (d) such Member will, if it wishes counsel on the transactions contemplated hereby, retain its own independent counsel and (e) Katten Muchin Rosenman LLP may represent the Company and the EE Member in connection with any and all matters contemplated hereby and such Member waives any conflict of interest in connection with such representation by Katten Muchin Rosenman LLP.

14.18 WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED FOR INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT (AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL), EACH PARTY HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR ANY OF THE MATTERS CONTEMPLATED HEREBY.

14.19 Effectiveness. This Agreement shall be effective upon the execution thereof by the Company.

14.20 Marital Property Matters; Spousal Consent. All provisions herein pertaining to the redemption, Transfer, assignment or sale of a Member's Units in the Company or a Rollover Member Owner's equity interests in the Rollover Member, directly or indirectly, shall be binding upon the entire community interest, if any, of the direct or indirect Member or Rollover Member Owner, as applicable, and his or her spouse, and each spouse by her or his joinder and signature hereto indicates her or his agreement to be bound by the terms hereof. All Units in the Company or equity interests in the Rollover Member that are community property shall be subject to the sole management, Control and disposition of the spouse in whose name such Units or equity interests are directly or indirectly held. If requested by the Company, each

Member and each Rollover Member Owner who is an individual shall cause his or her spouse, as applicable, to execute and deliver a Spousal Consent substantially in the form attached as Exhibit A to this Agreement. The signature of a spouse on a Spousal Consent shall not be construed as making such spouse a Member of the Company, an equityholder of the Rollover Member or a party to this Agreement except as may otherwise be set forth in such consent. Each Member or Rollover Member Owner who is an individual will certify his or her marital status to the Company at the Company's request.

*****

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed on their behalf this Amended and Restated Limited Liability Company Agreement as of the date first above written.

COMPANY

VISUAL EYES EYEWEAR, LLC

By: _____
Name: Joseph R. Hyman, III
Its: President

EE MEMBER

EYEMART EXPRESS LLC

By: _____
Name: Michael Bender
Its: Chief Executive Officer and President

ROLLOVER MEMBER

VISUAL EYES HOLDINGS, INC.

By: _____
Name: Joseph R. Hyman, III
Its: President

[Signature Page to Amended and Restated Limited Liability Company Agreement of Visual Eyes Eyewear, LLC]

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed on their behalf this Amended and Restated Limited Liability Company Agreement as of the date first above written.

COMPANY

VISUAL EYES EYEWEAR, LLC

By: _____
Name: Joseph R. Hyman, III
Its: President

EE MEMBER

EYEMART EXPRESS LLC

By: _____
Name: Michael Bender
Its: Chief Executive Officer and President

ROLLOVER MEMBER

VISUAL EYES HOLDINGS, INC.

By: _____
Name: Joseph R. Hyman, III
Its: President

SCHEDULE OF UNITHOLDERS
(as of December 8, 2020)

Unitholder	Member or Exclusively Unitholder (i.e., not admitted as a Member)	Initial Capital Contribution	Number and Class/Series of Units
Eyemart Express LLC	Member	$ 10,000,000.00	600
Visual Eyes Holdings, Inc.	Member	$ 6,666,666.67	400
Totals	**N/A**	**$ 16,666,666.67**	**1,000**

EXHIBIT A

FORM OF SPOUSAL CONSENT

Dated _____, 20__

Reference is hereby made to the Amended and Restated Limited Liability Company Agreement of Visual Eyes Eyewear, LLC, a Delaware limited liability company (the "**Company**"), dated as of December 8, 2020, by and among the Company and the other parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the "**LLC Agreement**"). Capitalized terms used herein but not otherwise defined shall have the meaning ascribed thereto in the LLC Agreement.

This Spousal Consent is being delivered pursuant to the LLC Agreement, a copy of which has been provided to the undersigned ("**Spouse**"). Spouse, as the spouse of [_____] (the "**Relevant Person**"), consents to all of the provisions of the LLC Agreement and, to the extent that Spouse may lawfully do so, Spouse confirms that the Relevant Person may act alone with respect to all matters in connection with the LLC Agreement. Spouse also confirms that the Relevant Person may enter into agreements pursuant to the LLC Agreement, as applicable, and may consent to and execute amendments thereof, without further signature or consent of, or notice to, Spouse. Spouse further agrees not to take any action to oppose or otherwise hinder the operation of the provisions of the LLC Agreement.

To the extent of any property interest that Spouse may have in the Relevant Person's Units or equity interests in the Rollover Member, as applicable, Spouse consents to be bound by the terms of the LLC Agreement, including, without limitation, restrictions on transfer and obligations to sell set forth therein.

_____
Name of Spouse: [_____]