THE UNITS OF LIMITED LIABILITY COMPANY INTEREST ISSUED PURSUANT TO THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS UNDER SUCH ACTS. EXCEPT AS SPECIFICALLY OTHERWISE PROVIDED IN THIS AGREEMENT, THESE UNITS MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED WITHOUT REGISTRATION UNDER SUCH ACTS OR AN OPINION OF COUNSEL THAT SUCH TRANSFER MAY BE LEGALLY EFFECTED WITHOUT SUCH REGISTRATION. ADDITIONAL RESTRICTIONS ON TRANSFER AND SALE ARE SET FORTH IN THIS AGREEMENT. PURCHASERS OF UNITS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT

OF

EYEMART EXPRESS HOLDINGS LLC

(a Delaware limited liability company)

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AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
EYEMART EXPRESS HOLDINGS LLC

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (the "Agreement") of EYEMART EXPRESS HOLDINGS LLC, a Delaware limited liability company (the "Company"), is entered into by and among the Members of the Company listed on Exhibit A attached hereto and the Company, effective as of December 18, 2014 (the "Effective Date").

WHEREAS, on October 31, 2014, the Company was formed as a limited liability company under the Act by filing a Certificate of Formation with respect thereto with the Delaware Secretary of State;

WHEREAS, on October 31, 2014, Eyemart Express, Ltd., as the initial Member, executed the Limited Liability Company Agreement of the Company (the "Original Agreement") and ratified the filing of the Certificate of Formation with the office of the Secretary of State of the State of Delaware;

WHEREAS, the Company owns all of the outstanding membership interests of Eyemart Express LLC which owns all of the contributed assets of the Eyemart Express business;

WHEREAS, Eyemart Express Ltd., the Company, Eyemart Express LLC, 20/20 Express, LLC, Dr. H. Douglas Barnes, H. Douglas Barnes, Jr., Barnes 2012 Dynasty Trust, Barnes Family Irrevocable Trust, H.D. Barnes Management Company, Inc., HDB 20/20, LLC and FFL/EM Holdings, LLC entered into that certain Interest Purchase Agreement dated as of October 31, 2014 (the "Purchase Agreement");

WHEREAS, in connection with the consummation of the transactions contemplated by the Purchase Agreement, (i) Eyemart Express, Ltd. will distribute Common Units to Dr. H. Douglas Barnes and the Barnes 2012 Dynasty Trust in connection with a redemption of certain of their partnership interests in Eyemart Express, Ltd. and (ii) pursuant to the Purchase Agreement, FFL/EM Holdings, LLC will purchase all of the remaining Common Units from Eyemart Express, Ltd.; and

WHEREAS, in connection with, and as a condition to, the consummation of the transactions contemplated by the Purchase Agreement, the Members and the Company desire to amend and restate the Original Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Members and the Company hereby agree as follows:

ARTICLE I.
DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Adjusted EBITDA" means, for any period of four consecutive fiscal quarters of the Company, EBITDA of the Company and its Subsidiaries for such period (adjusted to exclude the impact of any non-recurring, extraordinary items). Notwithstanding the foregoing, for the period consisting of the first four fiscal quarters to be completed after the closing of the transactions contemplated by the Purchase Agreement (the "Initial Closing"), "Adjusted EBITDA" shall mean Adjusted EBITDA for such completed fiscal quarters, annualized on a ratable basis to represent a full four-quarter period. In addition, in the event that the Company makes an acquisition of the equity of another entity or substantially all of the assets of another entity after the date hereof, "Adjusted EBITDA" shall also include the trailing twelve months EBITDA of such target company on a pro forma basis (adjusted to include the impact of any non-recurring, extraordinary items) taking into account any reasonable synergies of the Company and its Subsidiaries, as reasonably determined in good faith by the Board.

"Affiliate" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including, without limitation, any general partner, managing member, manager, officer or director of such Person or any private equity or venture capital fund now or hereafter existing that is directly or indirectly controlled by one or more general partners or managing members of, or shares the same management company with, such Person. With respect to any FFL Member, "Affiliate" shall also include any fund managed by Friedman Fleischer & Lowe, LLC or any successor entity.

"Assumed Tax Rate" means forty-five percent (45%), or such other percentage rate as reasonably determined by the Board.

"Barnes Members" means (a) each of Dr. H. Douglas Barnes, Barnes 2012 Dynasty Trust, H.D. Barnes Management Company, Inc. and (b) any Family Member (i) to whom such Member (or any other Barnes Member) Transfers Units in accordance with this Agreement and (ii) that is designated by such transferor to be a "Barnes Member" hereunder.

"Board" shall mean the Company's Board of Managers.

"Business Day" shall mean a day on which banks are open for business in Dallas, Texas (which, for avoidance of doubt, shall not include Saturdays and Sundays).

"Capital Contribution" means the amount of cash and the fair market value of any other property (net of liabilities secured by such property, which the Company is considered to assume) contributed by (or on behalf of) a Member to the capital of the Company.

"Class P Agreement" means any agreement, document or instrument evidencing or effecting the issuance by the Company of Class P Units, in each case as the same may be amended or otherwise modified from time to time, and which may include any restrictions or conditions (including vesting and repurchase rights) as determined by the Board in connection with any such issuance.

"Class P Units" means Units designated as Class P Units hereunder, which entitle the holder thereof to the rights and designations set forth herein.

"Code" means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

"Common Units" means Units designated as Common Units of limited liability company interest in the Company, which entitle the holder thereof to the rights and designations set forth herein.

"Debt" means indebtedness of the Company for borrowed money, including Debt of any subsidiary or any parent company of the Company to which the Company has provided a guaranty but excluding capital leases.

"Disposition Event" shall mean (a)(i) the sale of all or substantially all of the assets of the Company or its Subsidiaries in a single transaction or series of related transactions whether by liquidation, dissolution, merger, consolidation or sale or (ii) the sale or other transfer of at least 51% of the outstanding Units (determined on a fully-diluted basis) in a single transaction or a series of related transactions, in either case to any Person who is not an Affiliate of the Company, or of a Member thereof, immediately prior to such transaction or transactions, or (b) the effective time of any merger, membership interest exchange, consolidation, or other business combination of the Company if immediately after such transaction Persons who hold a majority of the outstanding voting securities of the surviving entity (or the entity owning 100% of such surviving entity) are not Persons who, immediately prior to such transaction, held the securities of the Company entitled to vote hereunder.

"Depreciation" shall mean, for each year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year, except that if the Gross Asset Value of an asset differs from its adjusted tax basis at the beginning of the year, Depreciation shall be an amount which bears the same ratio to the beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for the year bears to such beginning adjusted tax basis; but if the adjusted tax basis of an asset at the beginning of a year is zero, Depreciation shall be determined with reference to the beginning Gross Asset Value using any reasonable method selected by the Board.

"EBITDA" means earnings before interest (excluding both interest income, other than finance charges, and interest expense), income taxes, depreciation, and amortization, determined in accordance with U.S. generally accepted accounting principles, consistently applied.

"Family Members" means, with respect to any individual, any Related Person, Family Trust, Family Limited Liability Company or Family Limited Partnership of such individual.

"Family Limited Liability Company" means, with respect to any individual, any limited liability company created for the sole benefit of such individual or one or more of such individual's Related Persons and controlled by such individual.

"Family Limited Partnership" means, with respect to any individual, any limited partnership created for the sole benefit of such individual or one or more of such individual's Related Persons and controlled by such individual.

"Family Trust" means, with respect to any individual, any trust created for the sole benefit of such individual or one or more of such individual's Related Persons.

"FFL Blocker Company" means any FFL Member, or any intermediate parent company of an FFL Member, that is a corporation or an entity electing to be treated as a corporation for income tax purposes.

"FFL Members" means (a) FFL/EM Holdings, LLC, and (b) any party (i) to whom such Member (or any other FFL Member) Transfers Units in accordance with this Agreement and (ii) that is designated by such transferor to be a "FFL Member" hereunder.

"Gross Asset Value" means with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Board;

(b) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Board, as of the following times: (i) the acquisition from the Company of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of Company property as consideration for an interest in the Company; (iii) the liquidation of the Company within the meaning of Treasury Regulations § 1.704-1(b)(2)(ii)(g); and (iv) a grant of any interest, other than a de minimis interest, in the Company as consideration for the provision of services to or for the benefit of the Company;

(c) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as reasonably determined by the Board; and

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations § 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (b) is required in connection with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraph (b) or (d), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset, for purposes of computing Profits and Losses.

"Major Investor" means (a) each FFL Member and (b) each Barnes Member for as long as the Barnes Members, collectively, continue to own at least 10% of the outstanding Common Units.

"Majority Barnes Members" means Barnes Members holding a majority of the Common Units owned by the Barnes Members.

"Majority FFL Members" means FFL Members holding a majority of the Common Units owned by the FFL Members.

"Member" means any Person executing this Agreement as of the Effective Date as a member of the Company or thereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has sold or transferred all of such Person's Units pursuant to the terms herein.

"Person" means any individual, corporation, limited liability company, general partnership, limited partnership, venture, trust, business trust, unincorporated association, estate or other entity.

"Personal Representative" means the successor or legal representative (including, without limitation, a guardian, executor, administrator or conservator) of a dead or incompetent Member.

"Prime Rate" means a rate per annum equal to the prime rate, as reported in *The Wall Street Journal*; provided, however, that in no event will such rate be greater than the maximum rate permitted by applicable law at any time.

"Profits" or "Losses" means, for each year or other relevant period, an amount equal to the Company's taxable income or loss (after the adjustments described below) for each year or other applicable period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses shall be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses, shall be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraph (b) or subparagraph (c) of the definition of Gross Asset Value herein, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by

reference to the Gross Asset Value-of the property disposed of, notwithstanding that the adjusted basis of such property differs from its Gross Asset Value;

(e) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such year or other period, computed in accordance with the terms of this Agreement; and

(f) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in complete liquidation of a Member's interest, the amount of such adjustment shall be treated as an item of gain or loss, as the case may be, from the disposition of the asset and shall be taken into account in computing Profits or Losses.

(g) Notwithstanding any other provision of this Agreement, any items which are specially allocated pursuant to Section 4.1(b) shall not be taken into account in computing Profits or Losses.

"Related Persons" means with respect to any individual, such individual's parents, spouse, siblings, children and grandchildren.

"Secretary of State" means the Secretary of State of the State of Delaware.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Transfer" means and includes any sale, assignment, encumbrance, hypothecation, pledge, conveyance in trust, gift, transfer by bequest, devise or descent, or other transfer or disposition of any kind of the Units or the equity interests of any Member, including but not limited to transfers to receivers, levying creditors, trustees or receivers in bankruptcy proceedings or general assignees for the benefit of creditors, whether voluntary or by operation of law, directly or indirectly, except that a "Transfer" shall not include any transfer of Units, direct or indirect, made (A) pursuant to a Disposition Event or a Required Sale (as defined in Section 8.6 below); or (B) pursuant to the liquidation, winding up or dissolution of the Company.

"Treasury Regulations" means the federal income tax regulations promulgated under the Code, as such regulations may be amended from time to time, including proposed, temporary and final regulations.

"Units" means the Common Units and Class P Units, collectively, and any other Units of any class or series hereafter created by the Board in accordance with this Agreement.

Cross References. Each of the following terms is defined in the Section set forth opposite such term:

Term	Section
Additional Investor	9.1
Advancement of Expenses	5.5(a)
Agreement	Recitals
Blocker Units	8.3(c)
Capital Account	3.8
Certificate	2.1
Company	Preamble
Company Sale Proposal	8.3(a)
Dragging Members	8.3(a)
Effective Date	Recitals
Exclusion Event	11.1(a)
Fiscal Year	6.2
Indemnitee	5.5(a)
New Securities	9.2
Offered Units	8.2(a)
Original Agreement	Recitals
Participation Threshold	3.10(a)
Proposed Transfer	8.2(a)
Purchase	Recitals
Purchase Agreement	Recitals
Repurchase	11.1(b)
Repurchase Closing	11.1(b)
Repurchase Notice	11.1(b)
Repurchased Price	10.1(b)
Regulatory Allocations	4.1(b)
Required Sale	8.3(a)
Required Sale Notice	8.3(a)
Sale Proposal	8.3(a)
Tag-Along Notice	8.2(b)
Transfer Notice	8.1(b)
Withheld Amounts	4.2(e)

ARTICLE II.
ORGANIZATION

Section 2.1 Organization. The Company was formed upon the filing of its certificate of formation in the office of the Secretary of State (the "Certificate"). By executing this Agreement, the Members hereby adopt and ratify the Certificate and hereby discharge the organizer named therein from any further obligations, duties or liabilities to the Company as an organizer. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of any Members are different by reason of any provision in this Agreement than they would be in the absence of such provision, this Agreement, to the extent not prohibited by the Act, shall control over the Act; provided, that, notwithstanding the foregoing, Section 18-210 of the Act shall not apply or be incorporated into this Agreement and the Members hereby waive any rights under such section of the Act. This

Agreement shall constitute a "limited liability company agreement" (as defined in the Act) of the Company for purposes of the Act.

Section 2.2 Name. The name of the Company is Eyemart Express Holdings LLC. Company business may be conducted in such name or such other names that comply with applicable law as the Board may select from time to time.

Section 2.3 Registered Office; Registered Agent. The registered office of the Company in the State of Delaware will be the registered office designated in the Certificate or such other office (which need not be a place of business of the Company) as the Chief Executive Officer may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware will be the registered agent designated in the Certificate, or such other Person as the Chief Executive Officer may designate from time to time in the manner provided by law. The principal office of the Company will be at such location as the Board may designate from time to time, which need not be in the State of Delaware. The Company may have such other offices as the Board determines appropriate.

Section 2.4 Powers. The Company will have all powers permitted to be exercised by a limited liability company organized in the State of Delaware.

Section 2.5 Term. The Company commenced on the date the Certificate was filed with the Secretary of State, and will continue in existence until terminated pursuant to this Agreement.

Section 2.6 Liability to Third Parties. No Member will have any personal liability for any obligations or liabilities of the Company solely on account of such Person being a Member, whether such liabilities arise in contract, tort or otherwise, except to the extent that any such liabilities or obligations are expressly assumed in writing by such Member.

ARTICLE III.
MEMBERS; CAPITAL CONTRIBUTIONS

Section 3.1 Members. The names, addresses, and number of Units of the Members are set forth on Exhibit A attached hereto and incorporated herein. The Chief Executive Officer, or such other officer designated by the Chief Executive Officer, is hereby authorized, from time to time, to complete or amend Exhibit A to accurately reflect, in accordance with this Agreement, the admission of additional Members, the withdrawal of any Member, the change of address of any Member, the classes and number of Units held by any Member, and any other information called for by Exhibit A.

Section 3.2 Units. As of the Effective Date, the Company has two (2) classes of Units, designated, respectively, as Common Units and Class P Units. The Units will not be certificated. The total number of Units which the Company has authority to issue shall be determined by the Board from time to time (which determination the Board shall cause to be reflected as a supplement to Exhibit A attached hereto).

Section 3.3 Admission of Additional Members; Issuance of Additional Units. Subject to Sections 3.2 and 5.3(b) and Article IX and upon the approval of the Board, from time to time

(i) additional Persons may be admitted to the Company as Members and/or Units (including new classes or series of Units created pursuant to this Agreement) may be issued to such Persons (including existing Members), and (ii) rights or options to acquire Units, securities convertible into Units, or other equity securities or membership interests of the Company may be granted, in each case, on such terms and conditions as the Board may determine at the time of issuance or grant. As a condition to being admitted as a Member of the Company, any Person must agree to be bound by the terms of this Agreement, as amended, by executing and delivering a counterpart signature page to this Agreement, as amended.

Section 3.4 Split or Reverse Split of Units, Etc. The Board will have the authority to approve any split or subdivision of Units, dividend of Units or reverse split or combination of Units. The Company may, but will not be required to, issue fractions of a Unit. If the Company, at the direction of the Board, does not elect to issue fractions of a Unit, it shall pay in cash the fair value of any such fractions of a Unit.

Section 3.5 Capital Contributions by New Members. New Members will make any Capital Contributions required by the Board pursuant to Section 3.3 above. Except as set forth in this Section 3.5, Members, including Members as of the Effective Date, have no obligations to make any Capital Contributions.

Section 3.6 Return of Contributions. Except as otherwise provided in this Agreement, a Member is not entitled to the return of any part of such Member's Capital Contributions or to be paid interest in respect of either such Member's Capital Account or such Member's Capital Contributions. An unrepaid Capital Contribution is not a liability of the Company or of the other Members.

Section 3.7 Withdrawal of Capital. Except as otherwise provided herein, no Member has the right to withdraw any part of such Member's Capital Contribution from the Company or receive the return of any part of such Member's interest in the Company prior to the Company's liquidation and termination pursuant to Article XI hereof, unless such withdrawal is provided for in this Agreement or subsequently agreed to by the Board.

Section 3.8 Capital Accounts. Separate capital accounts (a "Capital Account") will be maintained for each Member in accordance with the Treasury Regulations promulgated under Section 704(b) of the Code and, without limiting the generality of the foregoing, will consist of the sum of the Capital Contributions of each Member, plus such Member's share of the Profits (and any other items of income or gain) of the Company, less such Member's share of any Losses (and any other items of loss or deduction) of the Company, and less any distributions to or withdrawals made by or attributed to such Member from the Company. In the event of a sale or exchange of some or all of a Member's Units in accordance with this Agreement, the Capital Account of the transferring Member will become the Capital Account of the assignee to the extent it relates to the Units transferred.

Section 3.9 Capital Account Deficits. Notwithstanding anything herein to the contrary, this Agreement will not be construed as creating a deficit restoration obligation with respect to any deficit or negative Capital Account.

Section 3.10 Class P Units.

(a) Class P Units Generally. The Company may issue authorized but unissued Class P Units to existing or new employees, officers, directors, consultants or other service providers of the Company or any of its subsidiaries pursuant to a Class P Agreement approved by the Board, which agreement shall contain such provisions as the Board shall determine. In the Board's discretion, the terms of any Class P Units issued pursuant to this Section 3.10 may include limitations on the distribution entitlements of such Units imposed in order to cause such Units to qualify as "profits interests" within the meaning of Internal Revenue Service Revenue Procedures 93-27 and 2001-43, Internal Revenue Service Notice 2005-43, or any future Internal Revenue Service guidance, including, as set forth in Section 3.10(b) below, by establishing a threshold amount (a "Participation Threshold") of cumulative distributions that must be made pursuant to Section 10.3 with respect to all or one or more specified classes, groups or series of Units outstanding immediately prior to the issuance of Class P Units before such Class P Units may receive any distributions. Except as otherwise provided by the Board, any Member who receives Class P Units that are subject to a substantial risk of forfeiture within the meaning of Section 83 of the Code shall make a timely and effective election under Section 83(b) of the Code with respect to such Units. The Company and all Members will (A) treat such Units as outstanding for tax purposes, (B) treat such holder of Class P Units as a member of the Company for U.S. federal income tax purposes with respect to such Units and (C) file all tax returns and reports consistently with the foregoing (except for non U.S. federal returns or reports for which a different tax treatment is required by applicable law), and neither the Company nor any of its Members will deduct any amount (as wages, compensation or otherwise) for the fair market value of such Class P Units for U.S. federal income tax purposes. This Section 3.10, together with the Class P Agreements pursuant to which the Class P Units are issued, are intended to qualify as a compensatory benefit plan within the meaning of Rule 701 of the Securities Act (and any similarly applicable state "blue sky" securities laws) and the issuance of Class P Units pursuant hereto is intended to qualify for the exemption from registration under the Securities Act provided by Rule 701 (and any similarly applicable state "blue sky" securities laws); provided that the foregoing shall not restrict or limit the Company's ability to issue any Class P Units pursuant to any other exemption from registration under the Securities Act available to the Company. The Company may make the Class P Units and any issuance thereof and any applicable Class P Agreement subject to the terms and conditions of any other equity incentive plan consistent with the terms of this Agreement, as may have been or may be adopted by the Company.

(b) Participation Thresholds. On the date of each grant of Class P Units pursuant to a grant made under any Class P Agreement, the Board shall establish an initial Participation Threshold with respect to each Class P Unit granted on such date. Unless otherwise determined by the Board, the Participation Threshold with respect to a Class P Unit shall be equal to the fair market value of a Common Unit on the date of grant of such Class P Unit. Each Class P Unit's Participation Threshold shall be adjusted after the grant of such Class P Unit in the following manner:

(i) in the event any extraordinary distributions (i.e., distributions made in connection with a recapitalization, reorganization or other similar transaction that generates cash for distribution to Unit holders) are made on the Common Units, the

Participation Threshold of each Class P Unit outstanding at the time of such distribution shall be reduced (but not below zero) by the amount that each Common Unit receives in such distribution (with such reduction occurring immediately after the determination of the portion of such distribution, if any, that such Class P Unit is entitled to receive);

(ii) in the event of any Capital Contribution made with respect to outstanding Common Units or for newly issued Units, the Participation Threshold of each Class P Unit outstanding at the time of such Capital Contribution shall be increased by the amount contributed with respect to each Common Unit;

(iii) if the Company at any time subdivides (by any Unit split or otherwise) the Common Units into a greater number of Units, the Participation Threshold of each Class P Unit outstanding immediately prior to such subdivision shall be proportionately reduced, and if the Company at any time combines (by reverse Unit split or otherwise) the Common Units into a smaller number of Units, the Participation Threshold of each Class P Unit outstanding immediately prior to such combination shall be proportionately increased; and

(iv) no adjustment to any Participation Threshold shall be made in connection with any redemption or repurchase by the Company or any Member of any Units other than a redemption or repurchase by the Company pursuant to a transaction or series of transaction in which a third party acquires a majority of the Common Units.

The Participation Thresholds applicable to outstanding Class P Units shall be set forth on Exhibit A, and Exhibit A shall be amended from time to time as necessary to reflect any adjustments to the Participation Thresholds of outstanding Class P Units required pursuant to this Section 3.10.

(c) Notwithstanding anything in this Section 3.10 to the contrary, the Board shall have the power to amend the provisions of this Section 3.10 and Section 4.2(a) to achieve the economic results intended by this Agreement, including that any Class P Units that are granted to executives of the Company in exchange for services provided or to be provided to the Company or any subsidiary thereof are intended to be profits interests when issued for United States federal income tax purposes.

ARTICLE IV.
ALLOCATIONS AND DISTRIBUTIONS; DISPOSITION EVENT PROCEEDS

Section 4.1 Allocations of Profits and Losses.

(a) Allocations in General.

(i) Subject to Section 4.1(a)(ii) and Section 10.2(e), The Profits and Losses of the Company for any relevant fiscal period shall be allocated to the Capital Accounts of the Members so as to ensure, to the extent possible, that the Capital Accounts of the Members as of the end of such fiscal period, as increased by the Members' shares of "minimum gain" and "partner minimum gain" (as such terms are used in Treasury Regulations Section 1.704-2) not otherwise required to be taken into

account in such period, are equal to the aggregate distributions that Members would be entitled to receive if all of the assets of the Company were sold for their Gross Asset Values (assuming for this purpose only that the Gross Asset Value of an asset that secures a non-recourse liability for purposes of Section 1.1001-2 of the Treasury Regulations is no less than the amount of such liability that is allocated to such asset in accordance with Section 1.704-2(d)(2) of the Treasury Regulations), all liabilities of the Company were repaid from the proceeds of sale and the net remaining proceeds were distributed as of the end of such fiscal period in accordance with Section 4.2; provided that, with respect to allocations made in connection with a Disposition Event, such allocations shall be made as if proceeds were distributed in accordance with Section 10.3. The allocations made pursuant to this Section 4.1(a) are intended to comply with the provisions of Section 704(b) of the Code and the Treasury Regulations thereunder and, in particular, to reflect the Members' economic interests in the Company as set forth in Section 4.2, and this Section 4.1 shall be interpreted in a manner consistent with such intention.

(ii) Notwithstanding anything in this Section 4.1(a) to the contrary but subject to Section 10.2(e), after the Holders of Common Units have received distributions pursuant to Section 4.2 in an amount equal to $800 million, 0.1% of all Profits and Losses of the Company shall be allocated to the holders of Class P Units in proportion to their respective percentage ownership of all outstanding Class P Units in respect of the relevant fiscal period.

(b) Regulatory Allocations. Although the Members do not anticipate that events will arise that will require application of this Section 4.1(b), provisions governing the allocation of income, gain, loss, deduction and credit (and items thereof) are included in this Agreement as may be necessary to provide that the Company's allocation provisions contain a so-called "Qualified Income Offset" and comply with all provisions relating to the allocation of so-called "Nonrecourse Deductions" and "Member Nonrecourse Deductions" and the chargeback thereof as set forth in the Treasury Regulations under Section 704(b) of the Code ("Regulatory Allocations"); provided, however, that the Members intend that all Regulatory Allocations that may be required shall be offset by other Regulatory Allocations or special allocations of items so that each Member's share of the Profits, Losses and capital of the Company will be the same as it would have been had the events requiring the Regulatory Allocations not occurred. For this purpose the Board, based on the advice of the Company's auditors or tax counsel, is hereby authorized to make such special curative allocations of tax items as may be necessary to minimize or eliminate any economic distortions that may result from any required Regulatory Allocations.

(c) Tax Allocations.

(i) Allocations pursuant to this Section 4.1(c) 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 Member's Capital Account or share of Profits, Losses, distributions or other Company items pursuant to any provision of this Agreement except as provided in Section 4.2(d).

(ii) The income, gains, losses, deductions and credits of the Company shall be allocated, for federal, state and local income tax purposes, among the Members in the same proportion as the allocations of such income, gains, losses, deductions and credits among the Members for computing their Capital Accounts, except that if any such allocation is not permitted by the Code or other applicable law, the allocation of income, gain, losses, deductions and credits shall be made in accordance with the Code or other applicable law and the Company's subsequent income, gains, losses, deductions and credit shall be allocated among the Members so as to reflect as nearly as possible the allocations set forth herein in computing their Capital Accounts.

(iii) Items of the Company's taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Section 704(c) of the Code 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 initial Gross Asset Value (computed in accordance with paragraph (a) of the definition of Gross Asset Value). The Company shall account for such variation under any method approved under Section 704(c) of the Code and the applicable Treasury Regulations as chosen by the Board. In the event the Gross Asset Value of any Company asset is adjusted pursuant to paragraph (b) of the definition of Gross Asset Value, subsequent allocations of 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 Gross Asset Value in the same manner as under Code Section 704(c) and the Treasury Regulations thereunder. In the event an election is made under Section 754 of the Code to adjust the value of any Company asset, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of the variation, if any, between the adjusted basis of such asset for federal income tax purposes and its value in the same manner as under Section 704(c) of the Code and the applicable Treasury Regulations, consistent with the requirements of Treasury Regulations Section 1.704-1(b)(2)(iv)(g), using any method approved under Section 704(c) of the Code and the applicable Treasury Regulations, as chosen by the Board.

(iv) Allocations of tax credits, tax credit recapture, and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Board taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

Section 4.2 Distributions.

(a) Subject to the remaining provisions of this Section 4.2 below, distributions of available cash will be made by the Company at such times as may be determined by the Board to the Members holding Common Units in proportion to their respective percentage ownership of all outstanding Common Units as of the date of such distribution.

(b) Any distributions pursuant to this Section 4.2 made in error or in violation of Section 18-607 of the Act, will, upon demand by the Board, be returned to the Company.

(c) Notwithstanding anything to the contrary in this Section 4.2, any distribution of property other than cash may be made subject to existing liabilities and obligations to the extent approved by the Board.

(d) By each of April 15, June 15, September 15 and January 15, the Company shall make a distribution to each Member that is calculated to pay the net income taxes on the Member's allocable share of Profits or other items of income or gain for the quarter to which such date relates that is allocated pursuant to Section 4.1 above as reasonably estimated by the Board (computed without regard to any basis adjustments arising under Section 743 as a result of the transactions contemplated by the Purchase Agreement). The distribution to pay taxes shall be determined for the Members as a group based on the Assumed Tax Rate. A distribution to a Member made pursuant to this Section 4.2(d) as thus determined shall be reduced (but not below zero) by the amount of all other distributions made by the Company to such Member during the applicable year pursuant to Sections 4.2(a). If the distribution to pay taxes is not made during the year to which it relates, the distribution shall be completed after each Member's distributive share of the Profits of the Company is determined by the Company, but in any event before April 15th of the succeeding year to which such taxes relate. If the amounts distributed by the Company as estimated quarterly tax distributions exceed the greater of (i) the amount of tax distributions to which such Member is entitled for a taxable year or (ii) the total amount of other distributions to which such Member is entitled in a taxable year, then the Member shall, within fifteen (15) days after the tax return for such year is filed, return such excess to the Company unless the Company agrees such excess shall be treated as an advance against future tax distributions.

Section 4.3 Allocation of Profits, Losses, and Distributions in Respect of Units Transferred. Profits or Losses allocable to any Member whose Units have been transferred, in whole or part, during any Fiscal Year, shall be allocated among the Persons who are the holders of such Units during such Fiscal Year in proportion to their respective holding periods, without separate determination of the results of the Company's operations during such periods.

Section 4.4 Disposition Event Proceeds. In the case of a Disposition Event, the Members hereby agree that the Board (and, if applicable, the definitive documents governing such Disposition Event) shall apportion the aggregate consideration among the Units as if such consideration were instead distributed to the Members pursuant to Section 10.3 and each Member shall only be entitled to its relative portion of the aggregate consideration as herein determined.

ARTICLE V.
MANAGEMENT AND OPERATION

Section 5.1 Management.

(a) Board. Except for situations in which the approval of any Member is expressly required by this Agreement, (i) the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Board, (ii) the Board may make all decisions and take all actions for the Company not otherwise provided in this Agreement and (iii) the Board may delegate to the officers of the

Company authority with respect to the business and affairs of the Company as contemplated by, and subject to the provisions of, Section 5.4 below. The Board shall be the manager of the Company within the meaning of Section 18-402 of the Delaware LLC Act and shall generally have such powers and authority as are vested in boards of directors of corporations organized under the Delaware General Corporations Law (except as expressly set forth herein). The Board must act as a board, and no individual member of the Board (a "Manager"), as such, shall have any authority to bind or act for, or assume any obligation or responsibility on behalf of, the Company unless expressly authorized to do so by action taken by the Board in accordance with this Agreement. Effective upon the consummation of this Agreement, the Board shall initially be comprised of a total of up to seven (7) members designated as follows:

i. The Majority FFL Members shall have the right to designate up to three (3) Managers (the "FFL Managers"). As of the Effective Date, the Majority FFL Members have designated Robert A. Eckert, Aaron Stivers Money and Christopher Harris to serve as the initial FFL Managers.

ii. As long as the Barnes Members own, in the aggregate, at least 15% of the outstanding Common Units, the Majority Barnes Members shall have the right to designate up to two (2) Managers and as long as the Barnes Members continue to be a Major Investor, the Majority Barnes Members shall have the right to designate one (1) Manager (the "Barnes Managers"). As of the Effective Date, the Majority Class Barnes Members have designated Dr. H. Douglas Barnes and H. Douglas Barnes, Jr.

iii. The Majority FFL Members may, following consultation with the Majority Barnes Members, designate one or more individuals to serve as independent Managers (an "Independent Manager").

iv. The Board shall designate a Manager to serve as Chairperson and any such Chairperson shall serve in his or her capacities as such until a successor Chairperson is designated by the Board. Dr. H. Douglas Barnes shall be the initial Chairperson as of the Effective Date.

(b) Voting. All determinations by, consents of, and decisions of the Board shall be by affirmative vote of a majority of the votes entitled to be cast by the Managers, unless a greater percentage than a majority is specified herein or a specific provision herein provides otherwise. In all determinations by, consents of, and decisions of the Board, the FFL Managers shall have that number of votes equal to the smallest even number of votes as shall constitute a majority of the votes entitled to be cast by the entire Board (such votes to be divided evenly among the FFL Managers, using fractional votes if necessary), and each other Manager shall have one (1) vote.

(c) Removal. A Manager may be removed at any time, with or without cause, by the affirmative vote of a majority of the Units held by the parties entitled to designate such Manager pursuant to Section 5.1(a).

(d) Resignation. Any Manager of the Company may resign as the Manager of the Company at any time by giving written notice to the Board and the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof by the Board or at

such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. If such Manager is also a Member, such resignation shall not affect such Manager's rights and obligations as a Member.

(e) Vacancies. Any vacancy occurring for any reason on the Board may be filled by the parties entitled to designate such Manager pursuant to Section 5.1(a). A Manager elected to fill a vacancy shall hold office until such Manager's death, resignation or removal. Managers need not be residents of the State of Delaware or Members of the Company. The removal, death or resignation of a Manager shall not affect the rights, responsibilities or authority of any other Manager then serving.

(f) Regular Meetings. Regular meetings of the Board shall be held on a quarterly (or other periodic) basis at such times and places as from time to time may be determined by the Board.

(g) Special Meetings. Special meetings of the Board may be called by any two (2) members of the Board or the Chief Executive Officer.

(h) Notice of Meeting. A written notice of each regular or special meeting of the Board will be given by the Company to the Managers, which notice must state the place, if any, date and hour of the meeting, the means of remote communication by which Managers may be deemed to be present in person and vote at such meeting, and, in the event of a special meeting, the general purpose or purposes for which such meeting is called. The written notice of any meeting must be given to each Manager not less than two (2) days before the date of the meeting. For purposes of this Section 5.1(h), email shall constitute written notice.

(i) Scheduling. All meetings shall be scheduled on reasonable prior notice to each Manager (either personally, by facsimile or by email transmission), and shall take into account reasonable accommodations to permit each Manager to participate in person telephonically.

(j) Committees. From time to time, the Board may appoint a committee or committees for any purpose or purposes to the extent permitted by law, which committee or committees will have such powers as specified in the resolution of appointment.

(k) Quorum. The quorum for a meeting of the Board shall be satisfied if Managers holding a majority of the votes entitled to be cast by the entire Board are in attendance at such meeting, including at least one FFL Manager.

(l) Action Without Meeting. The Board may also take action without any meeting of the Managers by written consent of Managers holding a majority of the votes then entitled to be cast by the entire Board, provided that reasonable prior notice of such consent is provided to the other Managers in writing (including by email) and, so long as there are at least two Barnes Managers, at least one Barnes Manager executes such written consent. If such written consent is not unanimous, a copy of such written consent shall be promptly delivered to any Manager who did not sign such consent.

(m) Meetings by Telephonic or Other Communications Equipment. Managers may participate in any meeting of the Board, or any committee, by means of conference telephone or other communications equipment by means of which all Persons participating in the meeting can hear each other, and such participation in a meeting will constitute presence in person at such meeting.

(n) Manager Compensation. Managers shall not be entitled to compensation in their capacity as managers; provided, however, that the Managers shall be entitled to reimbursement of travel expenses reasonably incurred in attending any meeting of the Board.

(o) Directors' and Officers' Insurance. The Company shall have in full force and effect Directors' and Officers' insurance on the terms and conditions and in such amounts acceptable to the Board.

(p) Other Activities. The Managers shall not be required to perform their role as Managers as their sole and exclusive function and they may have other business interests and may engage in other activities in addition to those relating to the Company, including the making or management of other investments, subject to any non-competition, non-solicitation or similar arrangement to which a Manager may be party. Each Member recognizes that the FFL Members and their Affiliates each have an interest in investing in, owning, operating, transferring, leasing and otherwise conducting other businesses, and engaging in any and all activities related or incidental thereto. Each Member acknowledges and agrees that (i) neither the Company nor any Member or Manager shall have any right by virtue of this Agreement or the Company relationship created hereby in or to any interests in any other ventures or activities in which any FFL Member or any Affiliate thereof are involved or to the income or proceeds derived therefrom; (ii) the pursuit of other ventures and activities by each FFL Member and/or their Affiliates, even if competitive with the business of the Company, is hereby consented to by all other Members and Managers and shall not be deemed wrongful or improper under this Agreement; and (iii) no FFL Member or Affiliate thereof shall be obligated to present any particular investment opportunity to the Company, even if such opportunity is of a character which, if presented to the Company, could be taken by the Company, and each FFL Member, and each such Affiliate thereof shall have the right to take for its own account, or to recommend to others, any such particular investment opportunity.

Section 5.2 Individual Member Authority. The Chief Executive Officer and the Secretary, acting individually, and any other officer hereafter appointed by the Board, each has and will have the authority to bind the Company as an agent in the ordinary course of business. No Member acting solely in such Member's capacity as Member has the authority to bind the Company, unless such action is expressly authorized by this Agreement or by the Board. Any Member shall indemnify the Company for any costs or damages incurred by the Company as a result of any action by such Member purporting to act for or to undertake any obligation, debt, duty or responsibility on behalf of any other Member or the Company, to the extent such action or undertaking is not in accordance with the express authority of this Agreement or express authority granted by the Board or the Members in accordance with this Agreement.

Section 5.3 Members.

(a) Voting. Except as otherwise provided in this Agreement or required by applicable law, the Members will vote together as a single class on all matters submitted to a vote of the Members of the Company, with each such Member entitled to that number of votes equal to the number of Common Units held by such Member (with fractional Units, if any, rounded up or down to the nearest whole number). Except as otherwise provided by this Agreement, all matters subject to a vote of the Members shall be determined by the Members holding a majority of the total outstanding Common Units of the Company. Class P Units shall be non-voting Units. Unless otherwise specified in the Agreement, only the Common Units shall have the right to vote on, consent to, or approve any matter to be submitted to the Members by the Company, except to the extent that any voting, consent or approval right cannot, under the Act, be waived or modified.

(b) Protective Provisions.

(i) For as long as one or more Barnes Member(s) constitutes a Major Investor, the Company shall not, and shall not permit any subsidiary to, either directly or indirectly, by amendment, merger, consolidation or otherwise take any of the following actions without the approval by the Majority Barnes Members:

(A) enter into any material transaction with any Affiliate of any FFL Member (other than (x) employment agreements, consulting arrangements and arrangements for the reimbursement of reasonable expenses of officers and Managers in each case, entered into in the ordinary course of business and (y) transactions on arms-length terms approved by the Board in good faith);

(B) enter into a new line of business or terminate any existing lines of business; or

(C) incur Debt in excess of seven (7) times Adjusted EBITDA.

(ii) For so long as any FFL Member constitutes a Major Investor, the Company shall not, and shall not permit any subsidiary to, either directly or indirectly, by amendment, merger, consolidation or otherwise effect any Disposition Event without the approval by the Majority FFL Members.

(c) Meetings of Members. Meetings of the Members, for any purpose, or purposes, may be called by the Chairperson or the Board. Such request will state the purpose or purposes of the proposed meeting. Business transacted at any meeting of the Members will be limited to the purposes stated in the notice. Meetings of Members may be held at any place within or outside the State of Delaware as set forth in the notice of meeting.

(d) Notice of Meeting. Whenever Members are required or permitted to take any action at a meeting, a written notice of the meeting will be given by the Company to the Members, which notice must state the place, if any, date and hour of the meeting, the means of remote communication by which Members and proxy holders may be deemed to be present in

person and vote at such meeting, and the purpose or purposes for which the meeting is called. The written notice of any meeting must be given to each Member entitled to vote at such meeting not less than ten (10) days before the date of the meeting.

(e) Quorum. A majority of the total outstanding Common Units of the Company, the holders of which are present in person or represented by proxy, will constitute a quorum for the transaction of business except as may otherwise be provided by law or by this Agreement.

(f) Fixing Record Date. In order that the Company may determine the Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof, or to express consent to Company action in writing without a meeting, or entitled to receive payment of any distribution or allotment of any rights, or for the purpose of any other lawful action, the Chairperson or Chief Executive Officer may fix a record date which will not be less than ten (10) days before the date of such meeting.

(g) Members Action by Written Consent Without a Meeting. Any action which may be taken at any meeting of the Members, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by Members holding not less than the minimum number of Common Units that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Prompt notice of the taking of Member action without a meeting by less than unanimous written consent will be given to those Members who have not consented in writing.

(h) Proxies. At each meeting of the Members, each Member having the right to vote may vote in person or may authorize another Person or Persons to act for such Member by proxy appointed by an instrument in writing subscribed by such Member and bearing a date not more than eleven (11) months prior to said meeting, unless such instrument provides for a longer period. All proxies must be filed with the Secretary of the Company at the beginning of each meeting in order to be counted in any vote at the meeting.

Section 5.4 Officers.

(a) Designation of Officers. The Board may, from time to time, (i) designate one or more individuals to be officers of the Company, with such titles as the Board may assign to such individuals; (ii) subject to any agreement between the Company and any such officer, remove any officer, with or without cause; and (iii) fill any vacancy of the officers. No officer may be delegated a power or duty in contravention of a specific provision of this Agreement that requires the approval of the Members or a certain class of Members or the approval of the Board or certain Managers. Officers so designated will have such authority and perform such duties as this Agreement provides or as the Board may from time to time delegate to them, subject to express limitations in this Agreement. Any number of offices may be held by the same Person. Any officer may resign as such at any time (except as otherwise provided in any agreement between the Company and such officer). The officers of the Company, in the performance of their duties as such, shall owe to the Company and its subsidiaries fiduciary duties (including of

loyalty and due care) of the type owed by officers of a corporation to such corporation and its stockholders under the laws of the State of Delaware.

(b) Chief Executive Officer. The Chief Executive Officer will, subject to the powers and directives of the Board, be in general and active charge of the business and affairs of the Company, will be the Company's chief policy-making officer, will have control over the Company's officers, agents and employees, will see that all orders and resolutions of the Board are carried into effect, and will have such other powers and duties customarily exercised by the chief executive officer of business corporations. The Chief Executive Officer will have such other powers and duties as may be prescribed by the Board or as may be provided in this Agreement. The initial Chief Executive Officer is H. Douglas Barnes, Jr.

(c) Chairperson of the Board. The Chairperson of the Board will, if present, preside at all meetings of the Board and the Members, and will have such other powers and duties as may be prescribed by the Board or as may be provided by this Agreement. The initial Chairperson is Dr. H. Douglas Barnes.

(d) Vice Presidents. The Vice Presidents, if any such officers are appointed, will have such other powers and duties as may be prescribed by the Chief Executive Officer or the Board, or as may be provided in this Agreement. In the absence or disability of the Chief Executive Officer, the Vice Presidents, in order of their rank as fixed by the Board, shall perform all the duties of the Chief Executive Officer and when so acting shall have all powers of and be subject to all the restrictions upon the Chief Executive Officer. The initial Vice President is Christopher Harris.

(e) Secretary. The Secretary will keep the minutes of all meetings of the Board and Members in appropriate books and will attend to the giving of all notices for the Company. The Secretary will have charge of such books and papers as the Board may direct, will exercise all powers and duties customarily exercised by the secretary of business organizations, and will have such other powers and duties as may be prescribed by the Board or the Chief Executive Officer, or as may be provided in this Agreement. The initial Secretary is David Kass.

Section 5.5 Indemnification; Limitation of Liability.

(a) Indemnification. The Company shall indemnify every Person (the "Indemnitee") who is or was a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such Person is or was a Manager or officer of the Company or, while a director or officer of the Company, is or was serving at the request of the Company as a director, manager, officer, employee, agent or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any losses, damages or expenses actually and reasonably incurred by the Indemnitee in connection with such action, suit or proceeding, except for liability (i) for any breach of the Indemnitee's duty of loyalty to the Company or its Members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) for any transaction from which the Indemnitee derived an improper personal benefit. The right to indemnification conferred in this Section 5.5(a) includes the right

of the Indemnitee to be paid by the Company the expenses incurred in defending any such action in advance of its final disposition to the fullest extent permitted by the Act (an "Advancement of Expenses"); provided, however, that the Company will only make an Advancement of Expenses upon delivery to the Company of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it is ultimately determined that such Indemnitee is not entitled to be indemnified under this Section 5.5(a) or otherwise.

(b) Waiver of Liability. Except as otherwise provided herein or in any agreement entered into by any Person and the Company or any of its subsidiaries (and to the maximum extent permitted by the Act), no present or former Manager nor any such Manager's Affiliates, employees, agents or representatives shall be liable to the Company or to any Member for any act or omission performed or omitted by such Person in its capacity as Manager; provided that, except as otherwise provided herein, such limitation of liability shall not apply to the extent the act or omission was attributable to such Person's willful misconduct or knowing violation of law as determined by a final judgment, order or decree of an arbitrator or a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected). Each Manager shall be entitled to rely upon the advice of legal counsel, independent public accountants and other experts, including financial advisors, and any act of or failure to act by such Manager in good faith reliance on such advice shall in no event subject such Manager or any of such Manager's Affiliates, employees, agents or representatives to liability to the Company or any Member.

(c) Board Discretion. Whenever in this Agreement or any other agreement contemplated herein the Board is permitted or required to take any action or to make a decision or determination, the Board shall take such action or make such decision or determination in its sole discretion, unless another standard is expressly set forth herein or therein. Whenever in this Agreement or any other agreement contemplated herein the Board is permitted or required to take any action or to make a decision or determination in its "sole discretion" or "discretion," with "complete discretion" or under a grant of similar authority or latitude, each Manager shall be entitled to consider such interests and factors as such Manager desires (including, without limitation, the interests of such Manager's Affiliates as Members).

(d) Good Faith and Other Standards. Whenever in this Agreement or any other agreement contemplated herein the Board is permitted or required to take any action or to make a decision or determination in its "good faith" or under another express standard, each Manager 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 such Manager acts in good faith, 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 or impose liability upon such Manager or any of such Manager's Affiliates, employees, agents or representatives. To the fullest extent permitted by applicable law, no Manager shall have any fiduciary or similar duty, at law or in equity, or any liability relating thereto, to the Company or any Members (or any Affiliate of any Member), with respect to the Company or its business or affairs. In furtherance of and without limiting any of the foregoing, to the fullest extent permitted by applicable law, each Member hereby waives any claim for

breach of fiduciary duty or similar duty against any Manager with respect to the Company or its business or affairs.

(e) Repeal or Modification. Any repeal or modification of this Section 5.5 will not adversely affect any right or protection of any individual existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

ARTICLE VI.
FISCAL MATTERS; RECORDS

Section 6.1 Books and Records. Full and, accurate books and records of the Company (including, without limitation, all information and records required by the Act) will be maintained at the Company's principal place of business. The Members will have such access to the books and records of the Company as determined by the Board, in its sole discretion (and except as necessary to maintain confidentiality, attorney-client privilege or for other similar reasons), during regular business hours, at the Company's principal place of business, upon provision of notice in writing by any Member to the Company at least five (5) Business Days before the date on which any Member desires to inspect said books and records.

Section 6.2 Fiscal Year. The fiscal year of the Company (the "Fiscal Year") for financial statement and federal income tax purposes will end on December 31st unless otherwise determined by the Board.

Section 6.3 Tax Status; Elections. Notwithstanding any provision hereof to the contrary, solely for purposes of the United States federal income tax laws, each of the Members hereby recognizes that the Company will be subject to all provisions of Subchapter K of Chapter 1 of Subtitle A of the Code; provided, however, that the filing of U.S. Partnership Returns of Income will not be construed to extend the purposes of the Company or expand the obligations or liabilities of the Members. The Company may file any tax elections permitted or required under the Code or other applicable law. The Company will elect a method of accounting based upon the advice and recommendations of the Company's appointed accountants or counsel.

Section 6.4 Tax Reports to Members. Within a reasonable time after the end of each calendar year, all information necessary for the preparation of the Members' federal, state and local income tax returns will be prepared, at the Company's expense, and will be delivered to each Member.

Section 6.5 Bank Accounts. The Board shall cause the Company to establish and maintain one or more separate bank and investment accounts for Company funds in the Company name with such financial institutions and firms as the Board may select and designate signatories thereon. The Board and the officers of the Company shall not commingle the Company's funds with other funds of any other Person.

Section 6.6 Tax Matters Partner. FFL/EM Holdings, LLC is designated as the "tax matters partner" as that term is defined in Section 6231(a)(7) of the Code, and is authorized to exercise authority as such, subject to the direction of the Board.

Section 6.7 Additional Information Rights. The Company will deliver to each Major Investor, provided that the Board has not reasonably determined that such Major Investor or any Affiliate thereof is a competitor of the Company:

(a) as soon as practicable after the end of each fiscal year of the Company, beginning with respect to fiscal year 2014, audited annual financial statements, including a balance sheet as of the end of such fiscal year and statements of income and of cash flows for such year; and

(b) as soon as practicable after the end of each of the first three (3) quarters of each fiscal year of the Company, unaudited quarterly financial statements, including a balance sheet as of the end of such fiscal quarter and statements of income and of cash flows for such fiscal quarter.

ARTICLE VII.
CORPORATE CONVERSION

Section 7.1 Cooperation on Conversion. If the Board and the Majority FFL Members authorize or direct the Company to initiate an initial public offering of its securities, at the request of the Company, the Members shall fully cooperate with each other, the Company and the managing underwriter to restructure the Company into a corporation and such restructuring shall be undertaken in a manner consistent with the provisions of this Article VII. The Board shall consult with, and be guided by, the Company's tax counsel as to the most tax-favored form of reorganization (which shall include the FFL Blocker Companies, unless otherwise agreed to by the Majority FFL Members), it being the intention of all of the parties that the form of reorganization chosen be the one that provides the lowest tax liability for all Members and with respect to FFL Members, the indirect beneficial owners of the Units held by the FFL Members.

Section 7.2 Form of Conversion. Unless otherwise determined by the Board in accordance with Section 7.1, the Company shall be reorganized to become a corporation organized and incorporated under the laws of the State of Delaware (the "Resulting Corporation"). The Certificate of Incorporation and Bylaws of the Resulting Corporation shall include standard and customary provisions as shall then be applicable to public corporations incorporated under the laws of the State of Delaware (or such other state, commonwealth or district as the Board may determine), and such other provisions as shall be agreed upon by the Executive Board. The capital stock of the Resulting Corporation shall consist of only a single class of common stock, which common stock will be issued to the Members in exchange for their Units in accordance with Section 7.3. The Members shall enter into a stockholders agreement containing provisions consistent with this Agreement, which stockholders agreement shall terminate upon the completion of the initial public offering.

Section 7.3 Resulting Corporation. The shares of common stock of the Resulting Corporation outstanding immediately before the first closing of the initial public offering ("IPO") as described in the registration statement with respect to the offering, shall be distributed among the holders of Units as if all of the assets and business, subject to all liabilities of the Company had been sold for such shares of common stock (at fair market value to be determined based on the anticipated offering price of the Resulting Corporation's common stock (the "IPO

Price") and the number of shares of common stock to be outstanding after such offering), and the shares had been distributed to the Members in accordance with the provisions of Section 10.3.

ARTICLE VIII.
TRANSFER OF UNITS

Section 8.1 Restrictions on the Transfer of Units.

(a) Subject to the remaining provisions of this Article VIII, except as expressly provided elsewhere herein, prior to an IPO, the Units of the Company shall not be Transferred, and the Company shall not recognize and shall issue stop-transfer instructions to any transfer agent, if applicable, with respect to any such Transfer, except:

(i) in the case of any FFL Member, (A) to its Affiliates, (B) as a distribution to its members or partners, in the case of an FFL Member organized as a limited liability company, limited partnership or general partnership, (C) to any other Person in a Transfer effected in compliance with the terms and conditions of Section 8.3, if applicable, or (D) to any limited partner of any fund managed by Friedman Fleischer & Lowe, LLC prior to the first anniversary of the date of this Agreement; provided, that such FFL Member shall not be permitted to transfer Units in excess of $100,000,000 in value as of the date of this Agreement pursuant to this subclause (D);

(ii) in the case of any other Member who is an individual or a Family Trust, (A) to such Member's Family Members, provided that (x) such Member or his/her Personal Representative retains exclusive voting control over the transferred Units and (y) such transferee agrees to be bound by any redemption or forfeiture rights in favor of the Company identical to those contained in any applicable agreement, (B) to such Member's Personal Representative, or (C) to any other Person pursuant to such other Member's Tag-Along Rights, if any, under Section 8.3;

(iii) in the case of any other Member that is not an individual or a Family Trust, to any other Person pursuant to such other Member's Tag-Along Rights, if any, under Section 8.2;

(iv) in the case of any Barnes Member, up to 33.33% of the Common Units owned by the Barnes Members, in the aggregate, as of the date hereof, to any other Person after the fifth anniversary of the date hereof in a Transfer effected in compliance with the terms and conditions of Section 8.2; and

(v) in the case of any Member, pursuant to a Drag-Along Transaction or to the Company.

Notwithstanding the foregoing, the Board may refuse, void and issue stop-transfer instructions for any Transfer that could reasonably be expected to result in a potential Exclusion Event with respect to any Member's Units as contemplated by Section 11.1 below.

(b) Before any proposed Transfer of any Units, unless there is in effect a registration statement under the Securities Act covering the proposed transaction, the Member

holding such Units shall give notice to the Company of such Member's intention to effect such Transfer ("Transfer Notice"), which shall include the number and class or series of Units to be transferred (the "Offered Units"). Each such Transfer Notice shall describe the manner and circumstances of the proposed Transfer in sufficient detail and, if reasonably requested by the Company, shall be accompanied at such Member's expense by either (i) a written opinion of legal counsel who shall, and whose legal opinion shall, be reasonably satisfactory to the Company, addressed to the Company, to the effect that the proposed transaction may be effected without registration under the Securities Act, or (ii) any other evidence reasonably satisfactory to counsel to the Company to the effect that the proposed Transfer of Units may be effected without registration under the Securities Act.

(c) Notwithstanding the foregoing, no Transfer which otherwise is made in compliance with this Section 8.1 may be effected by any Member unless:

(i) except as otherwise agreed to by the Board, such Transfer would not cause a termination of the Company within the meaning of Section 708 of the Code;

(ii) the Transferring Member and the Proposed Transferee execute and deliver to the Company such instruments of transfer and assignment with respect to such transfer as are in form and substance satisfactory to the Board;

(iii) the Transferring Member and/or the Proposed Transferee furnish the Company with the name and address of the transferee and such other information as may be required by Section 6050K of the Code and the regulations thereunder;

(iv) if so requested by the Board, the Transferring Member pays the Company a transfer fee that is sufficient to pay all reasonable expenses of the Company in connection with such Transfer.

Section 8.2 Right of First Refusal.

(a) Before any proposed Transfer of any Units by a Barnes Member other than a Transfer pursuant to, Section 8.1(a)(ii)(A) or (B) or Section 8.1(a)(iii), or pursuant to a Member's Tag-Along Rights, if any, the Barnes Member shall give a Transfer Notice to the FFL Members of such Barnes Member's intention to effect such Transfer, which shall include the number and class or series of Offered Units and the proposed purchase price per Unit and the identity of any prospective transferees. For a period of thirty (30) Business Days following receipt of any Transfer Notice, each FFL Member shall have, upon written notice to such Transferring Member, the right (the "Right of First Refusal") to elect to purchase all of the Offered Units on the same terms and conditions as set forth in the Transfer Notice, and such Right of First Refusal shall be exercised by an FFL Member by the provision of written notice to the Transferring Barnes Member. If one or more FFL Members exercise their Right of First Refusal, the purchase of such Offered Units shall be completed within ninety (90) days after the FFL Members provide written notice to the Transferring Barnes Member of their intention to exercise their Right of First Refusal. In the event that such purchase is not completed within such ninety (90) day period due to no fault of the Transferring Barnes Member, the Transferring

Member shall be entitled to proceed with the proposed transaction as set forth in the Transfer Notice.

(b) In the event that the Right of First Refusal is not exercised by the FFL Members, the Transferring Barnes Member shall have a period of one hundred twenty (120) days after the earlier of the date that such Transferring Barnes Member is notified in writing that the FFL Members will not be exercising their Right of First Refusal or the thirtieth (30th) Business Day after the receipt by the FFL Members of the Transfer Notice during which to Transfer the Offered Units at a price and upon terms no more favorable to the proposed Transferee thereof than specified in the Transfer Notice, which must be made pursuant to and in compliance with Section 8.3. In the event that the Offered Units are not Transferred during such one hundred twenty (120) day period or the Transferring Barnes Member proposes to Transfer such Offered Units on terms less favorable than those set forth in the Transfer Notice, such Transfer shall again be subject to the Right of First Refusal as set forth in Section 8.2(a).

Section 8.3 Tag-Along Rights.

(a) Any FFL Member(s) may Transfer any or all of their Units to any Person (the "Offered Units") pursuant to Section 8.1(a)(i)(C) (a "Proposed Transfer") if such FFL Member complies with the tag-along provisions set forth in this Section 8.3 (the "Tag-Along Rights").

(b) The FFL Member(s) making the Proposed Transfer shall deliver notice to the Company and each Barnes Member of the price, terms and other material conditions of the Proposed Transfer (a "Tag-Along Notice").

(c) Each Barnes Member shall have fifteen (15) Business Days after delivery of the Tag-Along Notice to deliver to the selling FFL Member(s) a demand (a "Tag-Along Demand"), invoking the provisions of this Section 8.3. The Tag-Along Demand shall indicate the maximum number of Units that the Barnes Member wishes to sell, up to the limits set forth in clause (d) below.

(d) Each Barnes Member shall have the right to sell a portion of his or her or its Units of the same class or series as the Offered Units pursuant to the Proposed Transfer which is equal to or less than the product obtained by multiplying (i) the total number of Offered Units by (ii) a fraction, the numerator of which is the total number of vested Units then held by such Member and the denominator of which is the total number of vested Units held by all Members participating in the Proposed Transfer.

(e) The delivery of a Tag-Along Demand by a Barnes Member shall constitute an irrevocable and binding obligation of such Barnes Member to sell the specified number of Units in such Barnes Member's Tag-Along Demand to the purchaser on the same terms and conditions as set forth in the Tag-Along Notice and on such other applicable terms and conditions as are set forth in this Section 8.3.

(f) The FFL Member shall not complete the sale of his or her or its Units to the purchaser unless he or it has fully complied with its obligations set forth in this Section 8.3.

(g) The completion of the sale to the third party purchaser of the Units of each Barnes Member that provides a Tag-Along Demand within the prescribed time shall take place substantially concurrently with the sale of the FFL Member(s)' Units to such purchaser.

(h) At or before the time of completion of the sale of his or her or its Units, each Barnes Member that provided a Tag-Along Demand within the prescribed time shall, as a condition to such sale, (i) cause to be discharged any and all encumbrances of, and security interests in, its Units and provide written evidence of such discharges, and (ii) execute and deliver to the purchasing party(ies), against payment for such Units, all certificates or other documents representing such Units, duly endorsed for transfer or with duly executed assignment forms attached.

(i) If the Units to be included in a Proposed Transfer are of a different series or class than the Units being sold by the selling FFL Member(s), the per Unit purchase price to be paid in respect of such other Units shall be determined based on the per Unit amount that would have been payable in respect thereof in a hypothetical liquidation of the Company pursuant to Section 10.3 in which the Units proposed to be transferred by the selling FFL Member(s) would receive the amount per Unit to be proposed to be paid to the selling FFL Member(s) in the Proposed Transfer (before giving effect to any participation rights hereunder) and the nature of the consideration (e.g., cash, promissory notes, or other property) received shall be allocated among the various classes or series of Units in the same proportionate amounts to be received by the FFL Member(s) in the Proposed Sale.

It is understood and agreed that the Barnes Members shall have Tag-Along Rights in respect of any Transfer of shares or other equity interests in an FFL Blocker Company that would otherwise be subject to this Section 8.3 if the underlying Units beneficially owned by such FFL Blocker Company were Transferred in such transaction (based on the pro rata portion of the Units beneficially owned by such FFL Blocker Company). Such Tag-Along Rights shall be administered and exercised in a manner that is consistent with the Tag-Along Rights the Barnes Members would have if such transaction were a Transfer of the underlying Units beneficially owned by such FFL Blocker Company.

Section 8.4 Drag-Along Rights.

(a) Notwithstanding anything contained in this Agreement to the contrary, if (i) the Board and (ii) the Majority FFL Members (the Members acting pursuant to subclause (ii), the "Dragging Members") approve a Disposition Event (a "Company Sale Proposal") or a bona fide proposal (a "Unit Sale Proposal," and, collectively with a Company Sale Proposal, a "Sale Proposal") to Transfer all or substantially all of their Units in an arm's length transaction or series of related transactions (in each case, a "Required Sale"), then the Company and/or the Dragging Members, as the case may be, shall deliver a written notice (a "Required Sale Notice") with respect to such Sale Proposal at least ten (10) Business Days prior to the anticipated closing date of such Required Sale to the Company and all other Members; provided, however, that the Dragging Members shall have complied with the requirements of Section 8.4(h) before proceeding with the Required Sale.

(b) The Required Sale Notice will include the material terms and conditions of the Required Sale, including (i) the name and address of the proposed buyer or transferee, (ii) the proposed amount and form of consideration per Unit, and (iii) if known, the proposed Transfer or merger closing date. The Dragging Members and/or the Company will deliver or cause to be delivered to each other Member copies of all transaction documents relating to the Required Sale.

(c) Each Member, upon receipt of a Required Sale Notice, shall be obligated to (i) take all necessary or desirable actions in connection with the consummation of the Sale Proposal as reasonably requested by the Company or any Dragging Member, (ii) sell all of its Units (or in the case of a Unit Sale Proposal, a number of its Units equal to the number of Units owned by the Dragging Members, in aggregate, that are being transferred in such Required Sale, divided by the aggregate number of Units owned by the Dragging Members), and participate in the Required Sale contemplated by the Sale Proposal, (iii) vote their Units in favor of the Required Sale at any meeting of Members called to vote on or approve the Required Sale and/or to consent in writing to the Required Sale, (iv) waive all dissenters' or appraisal rights in connection with the Required Sale, and (v) enter into agreements relating to the Required Sale and to agree (as to itself) to make customary representations, warranties, covenants, indemnities and other agreements, or in the case of a Unit Sale Proposal, make to the proposed purchaser the same representations, warranties, covenants, indemnities and other agreements as the Dragging Members agree to make, in each case in connection with the Required Sale. In addition, the FFL Blocker Companies shall make reasonable representations to the proposed purchaser as of the closing date of such Required Sale. Unless otherwise agreed to by the FFL Members, a Required Sale shall be structured as (1) a sale, exchange or transfer (as applicable) of all of the Units of the Company other than those Units allocable to the FFL Blocker Companies (the "Blocker Units") and (2) a sale, exchange or transfer (as applicable) of the stock or limited liability company interests of the FFL Blocker Companies (it being understood that, if applicable, prior to or immediately upon such transaction the applicable Member may distribute such Blocker Units to the FFL Blocker Companies).

(d) Members subject to a Required Sale will bear their pro rata share (based upon the amount of consideration received by such Member for his or its Units in such Required Sale) of the costs of any sale of such Units pursuant to a Required Sale to the extent such costs are not otherwise paid by the Company or the acquiring Person.

(e) Each Member hereby acknowledges and agrees that such Member is not entitled to any dissenter's rights, appraisal rights or similar rights under Section 18-210 of the Act or otherwise.

(f) Notwithstanding the foregoing, no Member will be required to comply with Section 8.4(c) above in connection with any Required Sale unless:

(i) any representations and warranties to be made by such Member in connection with the Required Sale, to the extent relating to such Member individually, are limited to representations and warranties related to authority, ownership and the ability to convey title to such Units, including but not limited to representations and warranties that (A) the Member holds all right, title and interest in and to the Units such

Member purports to hold, free and clear of all liens and encumbrances, (B) the obligations of the Member in connection with the transaction have been duly authorized, if applicable, (C) the documents to be entered into by the Member have been duly executed by the Member and delivered to the acquirer and are enforceable against the Member in accordance with their respective terms and (D) neither the execution and delivery of documents to be entered into in connection with the transaction, nor the performance of the Member's obligations thereunder, will cause a breach or violation of the terms of any agreement, law or judgment, order or decree of any court or governmental agency;

(ii) the Member shall not be liable for the inaccuracy of any representation or warranty made by any other Person in connection with the Required Sale, other than the Company (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any Member of any of identical representations, warranties and covenants provided by all Members);

(iii) the liability for indemnification, if any, of such Member in the Required Sale, and for the inaccuracy of any representations and warranties made by the Company in connection with such Required Sale, is several and not joint with any other Person (except to the extent that funds may be paid out of any escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any Member of any of identical representations, warranties and covenants provided by all Members), and is pro rata in proportion to the amount of consideration paid to such Member in connection with such Required Sale, except with respect to indemnification in respect of claims related to breaches of such Member's representations, warranties and covenants or fraud by such Member, in each case, the liability for which need not be limited as to such Member's pro rata portion;

(iv) liability shall be limited to such Member's applicable share (determined based on the respective proceeds payable to each Member in connection with such Required Sale) of a negotiated aggregate indemnification amount that applies equally to all Members but that in no event exceeds the amount of consideration otherwise payable to such Member in connection with such Required Sale, except with respect to claims related to breaches of such Member's representations, warranties and covenants or fraud by such Member, in each case, the liability for which need not be limited as to such Member's applicable share;

(v) upon the consummation of the Required Sale each Member will receive the same form of consideration and the aggregate consideration receivable by all holders of the Units and shall be allocated among the Units on the basis of the relative liquidation preferences to which the holders of each respective class or series of Units are entitled in a Disposition Event as provided in Section 4.4 above; and

(vi) subject to clause (v) above, requiring the same form of consideration to be available to the holders of any single class or series of Units, if any holders of any class or series of Units of the Company are given an option as to the form

and amount of consideration to be received as a result of the Required Sale, all holders of such class or series of Units will be given the same option.

The limitations set forth in this subsection (f) shall not be deemed to include any liability of a Member or any Affiliate thereof resulting from the actions of any director of the Company, and acting in such capacity, that is an Affiliate of such Member.

(g) Upon receiving a Required Sale Notice, each Member will, if requested by the Dragging Members, execute and deliver a custody agreement and power of attorney in form and substance reasonably satisfactory to the Dragging Members and such Members with respect to the Units that are to be sold by such Members pursuant hereto (a "Drag-Along Power of Attorney"); it being understood that the Drag-Along Power of Attorney will, among other things, irrevocably appoint the Dragging Members as agent and attorney-in-fact with full power and authority to act under the Drag-Along Power of Attorney on its behalf with respect to (and subject to the terms and conditions of) the matters specified in this Article VIII.

(h) Notwithstanding anything to the contrary contained herein, at least thirty (30) days prior to initiating a Required Sale, the Barnes Members shall be notified of the intention to effect a Required Sale (which shall be satisfied if any Barnes Manager is at a meeting of the Board in which such sale is discussed). The Barnes Members shall have the right to offer to acquire the Units of the Company owned by the other Members. and the Company and the FFL Members shall have the right to accept or decline such offer. Nothing contained in this Section 8.4(d) shall limit the right of the Company and the FFL Members to deliver the Required Sale Notice and exercise their rights under this Section 8.4 and the Barnes Members shall have the right to participate in any sale process as a prospective purchaser in connection with the Required Sale.

ARTICLE IX.
PREEMPTIVE RIGHTS

Section 9.1 Right of Purchase. The Company hereby grants to each Major Investor the preemptive right to purchase all or part of such Major Investor's pro rata share of New Securities (as defined in Section 9.2 below) which the Company, from time to time, proposes to sell and issue to any Person (each an "Additional Investor").

Section 9.2 Definition of New Securities. "New Securities" shall mean any equity securities of the Company or rights thereto, whether now authorized or not, and options, warrants or other rights to purchase equity securities of any type whatsoever that are, or may become, convertible or exchangeable into equity securities; provided, however, that "New Securities" do not include (i) the issuance or sale of Units (or options for Units) to employees, directors, consultants, advisors and similar service providers pursuant to plans or agreements approved by the Board, (ii) the issuance of securities in connection with a bona fide business acquisition or an initial public offering, (iii) the issuance of securities pursuant to the conversion or exercise of convertible or exercisable securities, (iv) the issuance of units, warrants or other securities or rights to persons or entities with which the Company has business relationships, including pursuant to a strategic transaction, including licensing transactions, provided such issuances are for other than primarily equity financing purposes, (v) securities issued pursuant to a stock split

or similar event, (vi) the issuance of securities pursuant to equipment lease financings, real property leases or bank credit arrangements entered into for other than primarily equity financing purposes, and (vii) the issuance of securities as partial consideration for any debt financing extended to the Company or any of its subsidiaries.

Section 9.3 Notice and Exercise. In the event the Company proposes to undertake an issuance of New Securities, it shall give each Major Investor written notice of its intention, describing the type and number of New Securities and the price and the terms upon which the Company proposes to issue the same. Such Major Investors shall have ten (10) Business Days from the date any such notice is given to agree to purchase up to its pro rata share of such New Securities for the price and upon the terms specified in the notice by giving written notice to the Company and stating therein the quantity of New Securities to be purchased. A pro rata share, for purposes of this Section 9.3, is the ratio of the number of Common Units held by such holder to the total number of Common Units of the Company on a fully-diluted basis.

Section 9.4 Sale by the Company. In the event the Major Investors fail to exercise in full their preemptive rights, the Company shall have one hundred twenty (120) days thereafter to sell the New Securities with respect to which such holders' preemptive rights were not exercised, at a price and upon terms no more favorable to the Additional Investor thereof than specified in the Company's original notice to such holders. To the extent the Company does not sell all the New Securities offered within said one hundred twenty (120) day period, the Company shall not issue or sell such New Securities without first again offering such securities in the manner provided by this Article IX.

Section 9.5 Post Closing Offer. The Company may effect a sale or issuance of New Securities without complying with the participation procedures set forth above in this Article IX as long as, within thirty (30) days after the completion of such sale or issuance, the Company shall offer to sell to each Major Investor, to which the Company did not deliver an offer notice as set forth above, the same number and type of New Securities that such Major Investor would have been entitled to purchase pursuant to the foregoing provisions of this Section 9.5, on the same price and other terms that would have been offered to such Major Investor if the sale had been properly noticed. Each such Major Investor must exercise such Major Investor's purchase rights under this Section 9.5 within ten (10) days after receipt of written notice from the Company describing in reasonable detail the New Securities being offered, the purchase price thereof, the payment terms, and the number and type of New Securities offered.

ARTICLE X.

DISSOLUTION, LIQUIDATION, AND TERMINATION

Section 10.1 Dissolution. The Company will dissolve and its affairs will be wound up upon the first to occur of any of the following:

(a) upon the approval of the Board; and

(b) the entry of a decree of judicial dissolution or an administrative dissolution of the Company under Section 18-802 of the Act.

The death, resignation, withdrawal, bankruptcy, insolvency or expulsion of any Member will not dissolve the Company.

Section 10.2 Liquidation and Termination.

(a) Upon dissolution of the Company, the Chief Executive Officer, subject to the direction of the Board, shall:

(i) promptly notify all Members of such dissolution;

(ii) wind up the affairs of the Company;

(iii) prepare and file all instruments or documents required by law to be filed to reflect the dissolution of the Company; and

(iv) after paying or providing for the payment of all liabilities and obligations of the Company as described below, distribute the assets of the Company as provided by the terms of this Agreement.

(b) It is the Members' intention that the amount distributed to the Members upon the dissolution of the Company be equal to the Members' Capital Account balances. To the extent necessary, the Company shall allocate Profits and Losses among the Members in respect of the Company's final fiscal year, including items thereof, in a manner that as nearly as possible causes the Capital Account of each Member, after making the allocations described in this Section 10.2(e), to be equal to the amount such Member is entitled to receive under Section 10.3(c).

Section 10.3 Distribution of Assets. Upon dissolution of the Company, the assets of the Company will be allocated as set forth below:

(a) first, to pay all outstanding liabilities and expenses of the Company;

(b) next, to establish such reserves for unknown or contingent liabilities as the Board may determine; and

(c) lastly, any remaining balance will be distributed to the Members pro rata based upon percentage of all of the outstanding Units held by each such Member subject, in the case of any Class P Unit, to the Participation Threshold applicable to such Class P Unit. In any such distribution, Participation Thresholds shall be taken into account by the Board in good faith in a manner consistent with Section 3.10.

Section 10.4 Waiver of Certain Rights. Except as otherwise set forth herein, to the maximum extent permitted by applicable law, each Member irrevocably waives any right it may have to maintain any action for dissolution of the Company, or to maintain any action for partition of the property of the Company.

ARTICLE XI.
SPECIAL REDEMPTION EVENTS

Section 11.1 Redemption for Legal Requirements.

(a) In the event that a Member or any direct or indirect owner thereof is determined to be excluded from Medicare, Medicaid, or any other federal health care program as defined in 42 U.S.C. § 1320a-7b(f) (an "Exclusion Event"), then such Member shall (i) promptly (and in any event within three (3) days) notify the Company of such determination, (ii) promptly (and in any event within ten (10) days) sell, assign or dispose of any Units owned by such Member or, if applicable, shall cause any direct or indirect owner thereof to sell, assign or dispose of any equity interests in such Member to a permitted transferee, in each case, in accordance with Section 8.1(a)(i)(A), Section 8.1(a)(i)(B) or Section 8.1(a)(ii)(A), as applicable, and (iii) promptly (and in any event within three (3) days) resign any manager, director and/or officer positions with the Company and any of its subsidiaries (and cause any applicable Affiliate to resign such positions).

(b) If after an Exclusion Event, a Member does not comply with Section 11.1(a)(ii), then the Company may require such Member to sell to the Company and/or its designee (the "Repurchase") any Units owned by such Member pursuant to a notice (the "Repurchase Notice") delivered to the applicable Member. The purchase price for the Units repurchased by the Company and/or its designee pursuant to this Section 11.1 shall be the fair market value for such Units on the date of the applicable Exclusion Event, excluding minority interest discounts and discounts attributable to the lack of marketability of the Units, as determined by the Board in its good faith discretion (the "Repurchase Price"). The time and place of the closing of the Repurchase shall be as specified by the Company in the Repurchase Notice (the "Repurchase Closing"), which shall be not less than five (5) days after the date of such notice. Following a repurchase by the Company, none of the repurchased Units shall be deemed to be outstanding, all of the Member's rights with respect to such repurchased Units shall terminate with the exception of the right of the Member to receive the Repurchase Price, as and when required by this Section 11.1, and the Member hereby appoints the Company as the Member's attorney-in-fact to take all actions necessary and sign all documents required to cancel the repurchased Units on its books and records.

(c) If the payment of the Repurchase Price is, at the time such payment is due hereunder, prohibited by the terms of any of the Company's (or its affiliates') financing agreements with lenders, the Company shall be entitled to pay all or such portion (as applicable) of the Repurchase Price by delivering to the Member (i) a cash payment in an amount equal to that portion of the Repurchase Price the payment of which is not so prohibited and (ii) a promissory note for the balance of the Repurchase Price, with a maturity date of the earlier of (x) the date on which the Company is no longer prohibited from making such payment under the terms of its financing arrangements or (y) the date of the consummation of a Disposition Event. Such promissory note shall (I) bear interest at 2 percent (2%) per annum, (II) provide for the payment of the principal evidenced thereby, and all accrued unpaid interest thereon, in such installments and at such times as are permitted under the terms of the financing agreements with the Company's and/or its subsidiaries' lenders, and (III) be subordinated to the indebtedness to the Company's and/or its subsidiaries' lenders on terms satisfactory to such lenders.

(d) If after an Exclusion Event, a Member does not comply with Section 11.1(a)(iii), then the Company may cause the removal of such Member (or applicable Affiliate thereof) from any manager, director and/or officer positions with the Company and any of its subsidiaries.

ARTICLE XII.
GENERAL PROVISIONS

Section 12.1 Notices. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon the earlier of actual receipt or: (i) personal delivery to the party to be notified, (ii) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as noted below or as set forth on Exhibit A, or to such e-mail address or address as subsequently modified by written notice given in accordance with this Section 12.1:

(a) if to the Company, at

c/o Friedman, Fleischer & Lowe, LLC
One Maritime Plaza
Suite 2200
San Francisco, CA 94111
Attention: Christopher Harris
E-mail:charris@fflpartners.com

with a copy (which shall not constitute notice) to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Attention: Neil W. Townsend, Esq.
E-mail: ntownsend@willkie.com

(b) if to any Member, at the address of such Member set forth in Exhibit A.

Section 12.2 Entire Agreement. This Agreement together with any Class P Agreements supersedes all prior agreements, whether written or oral, between the Company and the Members with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

Section 12.3 Waiver. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an

acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing.

Section 12.4 Amendment or Modification; Termination.

(a) Subject to Section 12.4(b), except as may be expressly provided for in this Agreement, this Agreement and the Certificate may be amended, waived or modified from time to time only upon the written approval of the Company and the approval of Members holding at least a majority of the total outstanding Common Units, voting together as a single class; provided that any amendment, waiver or modification of the powers or rights expressly designated to the Barnes Members or the FFL Members herein shall not be effective upon the Barnes Members or FFL Members, as applicable, without the prior written approval of the Majority Barnes Members or Majority FFL Members, as applicable, and that no amendment to this Agreement shall be effective as to a Member or a class of Members to the extent such amendment is disproportionately adverse to such Member or class of Members without the consent of such Member or class of Members, as applicable. Notwithstanding anything contained in this Section 12.4 or any other provision of this Agreement to the contrary, (i) no amendment to Article V or Article VIII shall be effective against the Barnes Members and (ii) no amendment to this Agreement that would potentially increase the liability of one or more of the Barnes Members or require additional Capital Contributions by one or more of the Barnes Members, in each case unless such amendment has been expressly consented to by the Majority Barnes Members.

(b) Notwithstanding anything contained in this Section 12.4 or any other provision of this Agreement to the contrary, the Board may, without any Member action, approve any amendment to the Certificate or this Agreement:

(i) to reflect any change in the registered office or registered agent of the Company;

(ii) that is of an inconsequential nature and does not adversely affect the Members;

(iii) that is required by this Agreement; and

(iv) that clarifies any ambiguity or corrects any provision herein that may be inconsistent with the manifest intent of this Agreement.

Section 12.5 Binding Effect. Subject to the restrictions on Transfers set forth in this Agreement, this Agreement will apply to, and be binding in all respects upon, and inure to the benefit of the permitted successors and assigns of the Company (including any corporate successor) and the Members.

Section 12.6 Governing Law; Forum; Service of Process; Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to parties residing in the State of Delaware, without regard to applicable principles of conflicts of law. Each of the parties irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in Delaware, in connection with any matter based upon or arising out of this Agreement or the transactions contemplated hereby and agrees that process may be served upon it in any manner authorized by the laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which it might otherwise have to such jurisdiction and such process. Each of the parties agrees that it will not bring or support any suit, action or proceeding of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, involving he performance hereof, in any forum other than any federal court or state court located in Delaware. Each of the Company and each Member irrevocably and unconditionally waives the right to trial by jury in connection with any matter based upon or arising out of this Agreement.

Section 12.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Section 12.8 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. The parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, they will take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by law and, to the extent necessary, will amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties.

Section 12.9 Construction. The headings of Articles and Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All words used in this Agreement will be construed to be of such gender or number as the context requires. The language used in the Agreement will be construed, in all cases, according to its fair meaning, and not for or against any party hereto. The parties acknowledge that each party has reviewed this Agreement and that rules of construction to the effect that any ambiguities are to be resolved against the drafting party will not be available in the interpretation of this Agreement.

Section 12.10 Remedies. All parties, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of their rights under this Agreement. Each party hereto agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Agreement and hereby agrees to waive the defense in any action for specific performance that a remedy at law would be adequate. In addition, the rights of each party set forth in this Agreement shall be in addition to, and not in lieu of, any other rights that such party may have in

any capacity. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned Members and the Company have executed this Agreement effective as of the Effective Date.

Company:

EYEMART EXPRESS HOLDINGS LLC

By: _____
Name: H. Douglas Barnes, Jr.
Title: VP + Secretary

Members:

_____
DR. H. DOUGLAS BARNES

BARNES 2012 DYNASTY TRUST

By: _____
Name: Dr. H. Douglas Barnes
Title: Co-Trustee

By: J.P. Morgan Trust Company of Delaware, Co-Trustee

By: _____
Name:
Title:

FFL/EM HOLDINGS, LLC

By: _____
Name: Christopher Harris
Title: President

[Signature Page to Eyemart Express Holdings LLC A&R LLC Agreement]

IN WITNESS WHEREOF, the undersigned Members and the Company have executed this Agreement effective as of the Effective Date.

Company:

EYEMART EXPRESS HOLDINGS LLC

By: _____
Name:
Title:

Members:

_____
DR. H. DOUGLAS BARNES

BARNES 2012 DYNASTY TRUST

By: _____
Name: Dr. H. Douglas Barnes
Title: Co-Trustee

By: J.P. Morgan Trust Company of Delaware,
Co-Trustee

By: _____
Name:
Title:

FFL/EM HOLDINGS, LLC

By: _____
Name: Christopher Harris
Title: President

[Signature Page to Eyemart Express Holdings LLC A&R LLC Agreement]

IN WITNESS WHEREOF, the undersigned Members and the Company have executed this Agreement effective as of the Effective Date.

Company:

EYEMART EXPRESS HOLDINGS LLC

By: _____
Name:
Title:

Members:

_____
DR. H. DOUGLAS BARNES

BARNES 2012 DYNASTY TRUST

By: _____
Name: Dr. H. Douglas Barnes
Title: Co-Trustee

By: J.P. Morgan Trust Company of Delaware, Co-Trustee

By: _____
Name: Jody L. Jenkins
Title: Vice President

FFL/EM HOLDINGS, LLC

By: _____

IN WITNESS WHEREOF, the undersigned Members and the Company have executed this Agreement effective as of the Effective Date.

Company:

EYEMART EXPRESS HOLDINGS LLC

By: _____
Name:
Title:

Members:

_____
DR. H. DOUGLAS BARNES

BARNES 2012 DYNASTY TRUST

By: _____
Name: Dr. H. Douglas Barnes
Title: Co-Trustee

By: J.P. Morgan Trust Company of Delaware, Co-Trustee

By: _____
Name:
Title:

FFL/EM HOLDINGS, LLC

By: _____
Name: Christopher Harris
Title: President

[Signature Page to Eyemart Express Holdings LLC A&R LLC Agreement]

Exhibit A

MEMBERS AND UNITS

Common Units

Member	**Common Units**	**Percentage**
Dr. H. Douglas Barnes 13800 Senlac Drive # 200 Farmers Branch, TX 75234	10	10%
Barnes 2012 Dynasty Trust c/o Dr. H. Douglas Barnes 13800 Senlac Drive # 200 Farmers Branch, TX 75234	15	15%
FFL/EM Holdings, LLC c/o Friedman, Fleischer & Lowe, LLC One Maritime Plaza Suite 2200 San Francisco, CA 94111 Attention: Christopher Harris E-mail: charris@fflpartners.com With a copy to: Willkie Farr & Gallagher LLP 787 Seventh Avenue New York, NY 10019 Attention: Neil W. Townsend, Esq. E-mail: ntownsend@willkie.com	75	75%

Class P Units

Member	Class P Units	Participation Threshold