

**LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

**EYEMART EXPRESS LLC**

This Limited Liability Company Agreement (this “**Agreement**”) of Eyemart Express LLC, a Delaware limited liability company (the “**Company**”), is enacted as of October 31, 2014 by Eyemart Express Holdings LLC, its sole and managing member (the “**Managing Member**”). The Managing Member and any other Member admitted from time to time in accordance with the terms hereof are individually referred to herein as a “**Member**” and collectively referred to herein as the “**Members**”.

WITNESSETH:

WHEREAS, the Managing Member has decided to form a limited liability company under the Delaware Limited Liability Company Act (the “**Act**”); and

WHEREAS, on October 31, 2014, a Certificate of Formation for the Company was filed with the Secretary of State of the State of Delaware (the “**Certificate**”); and

WHEREAS, the Managing Member wishes to set forth, among other things, how the business and affairs of the Company shall be managed.

NOW, THEREFORE, the undersigned hereby agrees as follows:

**1. Formation and Name.**

The Managing Member has caused a limited liability company to be formed under the Act. The name of the limited liability company is Eyemart Express LLC. The business of the Company may be conducted under any other name deemed necessary or desirable by the Members in order to comply with local law.

The undersigned resolves to continue the Company as a limited liability company pursuant to the provisions of the Act and of this Agreement and resolves that the rights and liabilities shall be as provided in the Act for members except as provided herein.

**2. Business.**

The business purpose of the Company shall be to engage in any business activities permitted under the Act, and to do all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of such purposes.

**3. Principal Place of Business.**

The principal office of the Company shall be located at c/o Eyemart Express, Ltd., 13800 Senlac Drive, Suite 200, Farmers Branch, TX 75234, or such other place as the Managing Member (as defined below) may determine from time to time.

**4. Duration.**

The term of the Company began on the date the Certificate was filed with the Secretary of State of the State of Delaware and will continue in existence perpetually until terminated pursuant to Article 14 of this Agreement or as required or permitted by law.

**5. Fiscal Year.**

The fiscal year of the Company shall begin on January 1 of each year and end on December 31<sup>st</sup> of that year; provided, however, that the initial fiscal year of the Company shall begin on the date that the Certificate was filed with the Secretary of State of the State of Delaware.

**6. Members; Units.**

(a) The Company has one class of units, designated as Common Units. The Common Units will not be certificated. The total number of Common Units which the Company has authority to issue shall be determined by the Managing Member from time to time (which determination the Managing Member shall cause to be reflected as a supplement to Exhibit A attached hereto).

(b) Additional Members may be admitted only according to the provisions of Article 11 hereof.

(c) The Managing Member hereby resolves to operate the Company in accordance with the terms of this Agreement. The Managing Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including, without limitation, all powers, statutory or otherwise, possessed by members of limited liability companies under the laws of the State of Delaware.

**7. Management.**

(a) Managing Member. Except for decisions or actions requiring the unanimous approval of the Members as provided by non-waivable provisions of the Act or applicable law, (A) 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 Managing Member and (B) the Managing Member may make all decisions and take all actions for the Company as in its sole discretion it deems necessary or appropriate to carry out the purposes for which the Company is being formed under this Agreement and to further the interests of the Members.

(b) Delegation of Authority and Duties.

(i) The Managing Member shall have the authority and duties in the management of the Company as are normally associated with the chief executive officer of an entity. The Managing Member shall have the power to act, in the name and on behalf of the Company, to do all things reasonably necessary for the performance of the Company's day-to-day operations.

(ii) The Managing Member may appoint and elect (as well as remove or replace with or without cause), as it deems necessary, a President, Vice Presidents, a Treasurer or Chief Financial Officer and a Secretary of the Company (collectively, the “**Officers**”). The compensation, if any, of the Officers shall be determined by the Managing Member. The initial Officers, to serve until their respective successors are duly appointed, elected and qualified, are:

Jonathan Herskovitz	President
H. Doug Barnes, Jr.	Vice President and Secretary

(iii) The Officers shall perform such duties and may exercise such powers as may be assigned to them by the Managing Member.

(iv) Unless the Managing Member decides otherwise, if the title of any person authorized to act on behalf of the Company under this Article 7(b) is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authority and duties that are normally associated with that office, subject to any specific delegation of, or restriction on, authority and duties made pursuant to this Article 7(b). Any number of titles may be held by the same person. Any delegation pursuant to this Article 7(b) may be revoked at any time by the Managing Member.

(v) Unless authorized to do so by the Managing Member, no Officer shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable pecuniarily for any purpose.

(vi) Bank Accounts. The Managing Member shall cause the Company to open and maintain bank accounts, and all funds of every kind and nature received by the Company shall be deposited in such accounts. Signatories for such accounts shall be authorized from time to time by the Managing Member.

(vii) Indemnification. The Company shall indemnify any and all of its Officers, including former Officers, and the Managing Member, to the fullest extent permitted under and in accordance with the laws of the State of Delaware.

## **8. Capital Contributions.**

With the approval of Members holding a majority of the Common Units, the Managing Member may from time to time require capital contributions be made by the Members. The capital contributions of each Member shall be maintained in the books and records of the Company. Capital contributions shall be made in cash or in other assets by the Members in accordance with each Member's respective percentage ownership of outstanding Common Units in the Company; provided, however, that unless otherwise determined by the

Managing Member, in its sole and absolute discretion, no Member shall be required to make any capital contribution to the Company.

**9. Allocations of Profits and Losses/Distributions.**

All profits and losses of the Company shall be allocated to the Members in accordance with each Member's respective percentage ownership of outstanding Common Units of the Company. All distributions by the Company shall be allocated in the same proportion as profits and losses.

**10. Tax Status.**

It is intended that the Company shall be treated as a partnership for federal, state, and local income tax purposes, and the Managing Member shall take all action necessary to qualify for and receive such tax treatment. The Managing Member shall have the discretion to make or revoke any tax elections on behalf of the Company.

**11. New Members/Transfers.**

New members of the Company may be admitted only with the consent of the Managing Member. In the event of such admission, this Agreement shall be amended and/or restated, as determined by the Managing Member. No Member may sell, assign, pledge, hypothecate or otherwise transfer his, her or its interest in the Company without the consent of the Managing Member.

**12. Withdrawals.**

Subject to the requirements of applicable law, the Members may withdraw all or a portion of their capital from the Company at any time. Withdrawals may be in cash or in securities or other instruments held by the Company.

**13. Limited Liability of Members.**

The Members in their capacity as a member of the Company shall not be liable for any debts, obligations or liabilities of the Company.

**14. Liquidation and Dissolution.**

(a) Except to the extent permitted upon an Event of Dissolution pursuant to Article 14(b)(ii), no Member shall have the right to terminate this Agreement or dissolve the Company by such Member's expressed will or by withdrawal without the prior written consent of the Managing Member, which consent it may grant or withhold in its sole discretion.

(b) The Company will be dissolved upon the first to occur of any of the following (such events collectively called "**Events of Dissolution**"):

(i) the majority vote of the Members, by percentage ownership of Common Units, to dissolve the Company;

(ii) any time there are no members of the Company unless the Company is continued in accordance with the Act; and

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

#### **15. Winding up Affairs and Distribution of Assets.**

(a) Upon a winding up of the Company, the Managing Member shall be the liquidating Member (the “**Liquidating Member**”) and shall proceed to wind up the affairs of the Company, liquidate the remaining property and assets of the Company and wind up and terminate the business of the Company. The Liquidating Member shall cause a full accounting of the assets and liabilities of the Company to be taken and shall cause the assets to be liquidated and the business to be wound up as promptly as possible by either or both of the following methods: (1) selling the Company’s assets and distributing the net proceeds therefrom (after the payment of the Company’s liabilities) to each Member in accordance with Article 9 hereof; or (2) distributing the Company’s assets to the Members in kind in accordance with Article 9 hereof (after adequate provision for all liabilities and expenses shall have been made).

(b) If the Company shall employ method (1) as set forth in Article 15(a) in whole or part as a means of liquidation, then the proceeds of such liquidation shall be applied in the following order of priority: (i) first, to the expenses of such liquidation; (ii) second, to the debts and liabilities of the Company owed to third parties, if any, in the order of priority provided by law; (iii) third, a reasonable reserve shall be set up to provide for any contingent or unforeseen liabilities or obligations of the Company owed to third parties (to be held and disbursed, at the discretion of the Liquidating Member, by an escrow agent selected by the Liquidating Member) and at the expiration of such period as the Liquidating Member may deem advisable, the balance remaining in such reserve shall be distributed as provided herein; (iv) fourth, to debts of the Company to the Members; and (v) fifth, to the Members in accordance with Article 9.

(c) In connection with the liquidation of the Company, the Members severally, jointly, or in any combination upon which they may agree, shall have the first opportunity to make bids or tenders for all or any portion of the assets of the Company, and such assets shall not be sold to an outsider except only for a price higher than the highest and best bid of a single Member, the Members jointly, or a combination of Members. Any bid made by a Member or Members for all or any portion of the assets shall be made, if at all, within thirty (30) days after the Liquidating Member or any other Member shall have requested such bids. A copy of each bid shall be delivered by the Liquidating Member to each Member. Unless otherwise agreed by all Members, no Member shall be entitled to raise its bid after submission thereof, whether in response to a bid received by the Company from any other Member or third party, or otherwise.

#### **16. Amendments.**

The Managing Member may amend this Agreement at any time by written instrument signed by the Managing Member and filed with the books and records of the Company. Pending any replacement or amendment of this Agreement, it is intended that the provisions of the Act be controlling as to any matters not set forth in this Agreement.

**17. Miscellaneous.**

(a) Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) Captions. All captions used in this Agreement are for convenience only and shall not affect the meaning or construction of any provision hereof.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

(d) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Members and their respective successors and assigns.

(e) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written limited liability company agreement.

(f) Other Instruments and Acts. The Managing Member agrees to execute any other instruments or perform any other acts that are or may be necessary to effectuate and carry on the Company created by this Agreement, as determined in good faith by the Managing Member.

(g) Counterparts. This Agreement may be executed in counterparts, each one of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

(h) Notices. All notices, requests and other communications to any party hereunder shall be in writing and shall be effective and deemed delivered or given, as the case may be, (i) if given by facsimile, when transmitted and the appropriate confirmation is received from the machine transmitting such facsimile, and followed by hard copy via overnight mail or reputable overnight courier for receipt the next business day, (ii) if given by reputable overnight courier, on the next business day, (iii) if by hand delivery, when delivered, (iv) if mailed, on the second business day following the day on which sent by first class mail, or (v) if electronically mailed, when transmitted, and followed by hard copy via overnight mail or reputable overnight courier for receipt the next business day.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

**SOLE MEMBER:**

**EYEMART EXPRESS HOLDINGS LLC**

By: 

Name: H. Douglas Barnes, Jr.

Title: Vice President

[Limited Liability Company Agreement – Eyemart Express LLC]

**EXHIBIT A**

**Schedule of Members and Common Units**

<b>Member</b>	<b>Common Units</b>
<b>Eyemart Express Holdings LLC</b>	<b>100</b>
<b><u>TOTAL:</u></b>	<b><u>100</u></b>