

**SECOND AMENDED AND RESTATED**  
**LIMITED LIABILITY COMPANY AGREEMENT**  
**OF**  
**FFL/EM HOLDINGS, LLC**

This Second Amended and Restated Limited Liability Company Agreement (this “**Agreement**”) of FFL/EM Holdings, LLC, a Delaware limited liability company (the “**Company**”), is entered into as of December 17, 2015, effective as of December 18, 2014 (the “**Effective Date**”) by and among Friedman Fleischer & Lowe Capital Partners III, L.P., a Delaware limited partnership (“**FFL III**”), FFL CP III/EM, L.P., a Delaware limited partnership (“**FFL III CP**”), FFL Individual Partners III, L.P., a Delaware limited partnership (“**FFL III Individual**”), FFL Executive Partners III, L.P. (“**FFL III Executive**”), a Delaware limited partnership, FFL Capital Partners IV, L.P., a Cayman Islands exempted limited partnership (“**FFL IV**”), FFL CP IV/EM, L.P., a Delaware limited partnership (“**FFL IV CP**”), FFL Parallel Fund IV (DE-II), L.P., a Delaware limited partnership (“**FFL IV DE-II**”), FFL Executive Partners IV, L.P., a Cayman Islands exempted limited partnership (“**FFL IV Executive**”), FFL Individual Partners IV, L.P., a Cayman Islands exempted limited partnership (“**FFL IV Individual**”), FFL IV Co-Investment Fund, L.P., a Delaware limited partnership (“**FFL Coinvest**”), FFL Co-Invest/EM BLC, LLC, a Delaware limited liability company (“**FFL Coinvest BLC**”) and Friedman Fleischer & Lowe, LLC. FFL III, FFL III CP, FFL III Individual, FFL III Executive, FFL IV, FFL IV CP, FFL IV DE-II, FFL IV Executive, FFL IV Individual, FFL Coinvest and FFL Coinvest BLC 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**”.

W I T N E S S E T H:

WHEREAS, the Company was formed pursuant to the Delaware Limited Liability Company Act (the “**Act**”) pursuant to a Certificate of Formation dated as of October 31, 2014 (the “**Certificate**”), which was executed by Wilbert Davis as an authorized person and filed for recordation in the office of the Secretary of State of the State of Delaware on October 31, 2014, and an initial limited liability company agreement, dated as of October 31, 2014 by and among FFL III, FFL III Parallel Fund, FFL III Individual, FFL III Executive, FFL IV, FFL Parallel Fund IV, L.P. (“**FFL IV Parallel Fund**”) and FFL Parallel Fund IV (DE), L.P. (“**FFL IV Parallel Fund (DE)**”) (the “**Initial Agreement**”);

WHEREAS, pursuant to that certain assignment and assumption agreement dated as of December 18, 2014, all right, title and interest in and to FFL III Parallel Fund’s interests in the Company were transferred to FFL III CP and all right, title and interest in and to FFL IV Parallel Fund’s and FFL IV Parallel Fund (DE)’s interests in the Company were transferred to FFL IV CP, respectively;

WHEREAS, FFL III, FFL III CP, FFL III Individual, FFL III Executive, FFL IV, FFL IV CP and Friedman Fleischer & Lowe, LLC have entered into the amended and restated limited liability company agreement of the Company on December 18, 2014 (the “**A&R Agreement**”) to permit Chris Harris to withdraw as manager of the Company and appoint Friedman Fleischer & Lowe, LLC as the non-member manager of the Company (the “**Non-Member Manager**”), to permit the admission of FFL III CP to the Company and to amend and restate the Initial Agreement in its entirety;

WHEREAS, pursuant to that certain Limited Liability Company Interest Reallocation Agreement, dated as of the date hereof, FFL IV DE-II, FFL IV Executive, FFL IV Individual, FFL Coinvest and FFL Coinvest BLC each agreed to purchase a limited liability company interest of the Company (“**Interest**”) from FFL IV and FFL IV CP effective as of May 11, 2015; and

WHEREAS, the parties hereto desire to amend and restate the A&R Agreement in its entirety and to enter into this Second Amended and Restated Limited Liability Company Agreement of the Company to permit the admission of FFL IV DE-II, FFL IV Executive, FFL IV Individual, FFL Coinvest and FFL Coinvest BLC as members of the Company and further to make the modifications hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein made and intending to be legally bound hereby, the parties hereto agree to amend and restate the A&R Agreement of the Company in its entirety as follows:

**1. Name.**

The name of the limited liability company continued hereby is FFL/EM Holdings, 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 resolve to continue the Company as a limited liability company pursuant to the provisions of the Act and of this Agreement and resolve that its 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 invest in Eyemart Express Holdings LLC and its affiliates (the “**Portfolio Company**”) and any investment therein shall be referred to herein as a “**Portfolio Investment**”), 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 Friedman Fleischer & Lowe, LLC, One Maritime Plaza, Suite 2200, San Francisco, California 94111, or such other place as the Non-Member Manager 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 hereof 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 of that year.

**6. Members.**

(a) Additional Members may be admitted only according to the provisions of Article 11 hereof. The parties hereto acknowledge and agree that FFL IV DE-II, FFL IV Executive, FFL IV Individual, FFL Coinvest and FFL Coinvest BLC are hereby admitted as members of the Company, which admission, for all purposes of this Agreement, shall be deemed effective as of the Effective Date.

(b) The Members hereby resolve to operate the Company in accordance with the terms of this Agreement. The Members 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) Non-Member Manager.

(i) The Non-Member Manager of the Company shall be Friedman Fleischer & Lowe, LLC. The Non-Member Manager of the Company shall be appointed from time to time by the Members holding a majority of the Percentage Interests (as defined below) in the Company.

(ii) 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 Non-Member Manager and (B) the Non-Member Manager 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 Non-Member Manager 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 Non-Member Manager 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 Non-Member Manager may appoint and elect (as well as remove or replace with or without cause), as it deems necessary, Managing Directors, President or Chief Executive Officer, 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 Non-Member Manager. The initial Officers, to serve until their respective successors are duly appointed, elected and qualified, are:

Chris Harris	President
David Kass	Vice President and Secretary

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

(iv) Unless the Non-Member Manager 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 Non-Member Manager.

(v) Unless authorized to do so by the Non-Member Manager, 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 Non-Member Manager 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 Non-Member Manager.

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

## **8. Capital Contributions.**

The Non-Member Manager 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. Except as otherwise determined by the Members or the Non-Member Manager, capital contributions shall be made in cash or in other assets by the Members in accordance with each Member’s respective Percentage Interest (as defined below) in the Company; provided, however, that unless otherwise determined by the Non-Member Manager or otherwise agreed by the Members, no Member shall be required to make any capital contribution to the Company. Unless otherwise determined by the Non-Member Manager in its sole and absolute discretion or otherwise agreed by the Members, each Member’s percentage interest in the Company shall be the percentages set forth on Exhibit A hereto (each, a “**Percentage Interest**”).

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

(a) All profits and losses of the Company shall be allocated to the Members in accordance with each Member's respective Percentage Interest (as may be adjusted in accordance with the terms hereof) in the Company. Distributions by the Company may be made in cash or in-kind and, except as may be otherwise provided herein, shall be allocated in the same proportion as profits and losses.

(b) For all purposes of this Agreement, an investment by the Company in the Portfolio Company made after the date the Company had made a prior investment therein may, if determined by the Non-Member Manager or agreed by the Members, be treated as a separate Portfolio Investment even if the class or type of securities acquired is the same type or class acquired by the Company previously. Capital contributions to the Company for separate Portfolio Investments in the Portfolio Company shall be separately tracked on a Portfolio Investment by Portfolio Investment basis. Any proceeds arising from the Portfolio Company (whether in connection with a sale or otherwise) shall be allocated to the Portfolio Investment from which such proceeds arise; provided, if proceeds arise from a single class or type of securities which securities constitute separate Portfolio Investments because of the operation of the foregoing provisions of this Article 9(b), the proceeds arising from such same class or type of securities shall be allocated among the various Portfolio Investments comprised of such same class or type of securities and such allocation shall be made pro rata based on the number of securities (rather than the cost basis of the securities) of each of such Portfolio Investments.

(c) For all purposes of this Agreement, whenever a portion of a Portfolio Investment (but not the entire Portfolio Investment) is the subject of a disposition, that portion, if determined by the Non-Member Manager or agreed by the Members, shall be treated as a separate Portfolio Investment from the portion of the Portfolio Investment that is retained by the Company, and, if so, prior operating proceeds distributions and capital contributions for the Portfolio Investment shall be treated as having been divided between the disposed of portion and the retained portion pro rata based on the original cost of such Portfolio Investment.

(d) Assets of the Company may be distributed in kind to the Members if and when so determined by the Non-Member Manager or agreed by the Members.

**10. Tax Status.**

(a) FFL IV CP is hereby designated as the tax matters partner of the Company, in accordance with the Treasury Regulations promulgated pursuant to section 6231 of the Code and any similar provisions under any other state or local or non-U.S. tax laws. Each Member and the Non-Member Manager hereby consents to such designation and agrees that, upon the request of the FFL IV CP, it will execute, certify, acknowledge, deliver, swear to, file and record at the appropriate public offices such documents as may be necessary or appropriate to evidence such consent.

(b) It is intended that the Company shall be treated as a partnership for federal, state, and local income tax purposes, and FFL IV CP shall take all action necessary to qualify for and

receive such tax treatment. FFL IV CP shall have the discretion to make or revoke any tax elections on behalf of the Company.

## **11. New Members/Transfers.**

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

(b) Upon each date any of FFL IV, FFL IV Parallel Fund, FFL IV Parallel Fund (DE), FFL IV DE-II, FFL IV Executive, FFL IV Individual, FFL Coinvest and FFL IV Co-Investment Parallel Fund, L.P. (collectively, the “**Funds**”) holds a subsequent closing to admit additional investors, (i) the Members hereby agree to purchase and sell, as applicable, at cost (plus an additional amount thereon determined in accordance with the terms of the Amended and Restated Exempted Limited Partnership Agreement of FFL IV, dated as of December 19, 2013, as amended from time to time) the Interests from and to the Members, as applicable, such that each Member’s resulting ownership of the Interest following such purchase and sale is proportionate to the relative capital commitments made to it (if such Member is a Fund) or to its respective Fund(s) (if such Member is directly or indirectly is owned by one or more Funds) and (ii) the Non-Member Manager is hereby authorized to adjust the Percentage Interests held by the Members as necessary to reflect such relative capital commitments of the Funds and the Non-Member Manager (x) shall interpret this Agreement, including making all allocations and distributions pursuant to this Agreement, in a manner consistent with such adjusted Percentage Interests and (y) shall be authorized to collect and make any payments (including by way of reducing and correspondingly increasing distributions to Members hereunder) required by and to the Members to effectuate the resulting reallocations of Interests.

## **12. Withdrawals.**

(a) Subject to the requirements of applicable law, the Members may withdraw all or a portion of their capital from the Company at any time with the consent of the Non-Member Manager. Payments upon any withdrawals may be in cash or in securities or other assets held by or payable to the Company.

(b) One or more Members may redeem all or any portion of their interest in the Company at the discretion of the Non-Member Manager, or as otherwise agreed among the Members, and any distributions or payments in connection with such redemption may be made in cash or securities or other assets held by or payable to the Company.

(c) After the withdrawal or redemption of any interest pursuant to this Article 12, whether on a pro rata or non pro rata basis, and, if applicable, any distribution of or payment in connection therewith, the Percentage Interests held by the Members shall be adjusted as is necessary to reflect such withdrawal or redemption and the Non-Member Manager shall interpret this Agreement, including making all allocations and distributions pursuant to this Agreement, in a manner consistent with such adjusted Percentage Interests.

**13. Limited Liability of Members.**

The Members in their capacity as a Member 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), 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 Non-Member Manager, 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 Interests 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 Non-Member Manager 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 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 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 a third party 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 Members may amend this Agreement at any time by written instrument signed by each of the Members 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 Non-Member Manager 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 Non-Member Manager.

(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 pages follow]*

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

**NON-MEMBER MANAGER:**

**FRIEDMAN FLEISCHER & LOWE, LLC**

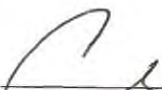
By:   
Name: Christopher A. Mzeto  
Title: Managing Member

**MEMBERS:**

**FRIEDMAN FLEISCHER & LOWE CAPITAL PARTNERS III, L.P.**

By: Friedman Fleischer & Lowe GP III, L.P.,  
its general partner

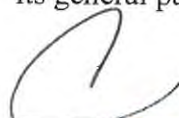
By: Friedman Fleischer & Lowe GP III, LLC,  
its general partner

By:   
Name: Christopher A. Mzeto  
Title: General Partner

**FFL CP III/EM, L.P.**

By: Friedman Fleischer & Lowe GP III, L.P.,  
its general partner

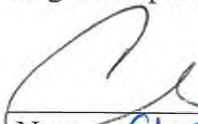
By: Friedman Fleischer & Lowe GP III, LLC,  
its general partner

By:   
Name: Christopher A. Mzeto  
Title: General Partner

**FFL INDIVIDUAL PARTNERS III, L.P.**

By: Friedman Fleischer & Lowe GP III, L.P.,  
its general partner

By: Friedman Fleischer & Lowe GP III, LLC,  
its general partner

By:   
Name: Christopher A. Masto  
Title: General Partner

**FFL EXECUTIVE PARTNERS III, L.P.**

By: Friedman Fleischer & Lowe GP III, L.P.,  
its general partner

By: Friedman Fleischer & Lowe GP III, LLC,  
its general partner

By:   
Name: Christopher A. Masto  
Title: General Partner

**FFL CAPITAL PARTNERS IV, L.P.**

By: FFL GP IV, L.P., its general partner


By: FFL GP IV, Ltd., its general partner

By:   
Name: Christopher A. Masto  
Title: General Partner

**FFL CP IV/EM, L.P.**

By: FFL GP IV, L.P., its general partner

By: FFL GP IV, Ltd., its general partner

By:   
Name: Christopher A. Mesto  
Title: General Partner

**FFL PARALLEL FUND IV (DE-II), L.P.**

By: FFL GP IV, L.P., its general partner

By: FFL GP IV, Ltd., its general partner

By:   
Name: Christopher A. Mesto  
Title: General Partner

**FFL EXECUTIVE PARTNERS IV, L.P.**

By: FFL GP IV, L.P., its general partner


By: FFL GP IV, Ltd., its general partner

By:   
Name: Christopher A. Mesto  
Title: General Partner

**FFL INDIVIDUAL PARTNERS IV, L.P.**

By: FFL GP IV, L.P., its general partner

By: FFL GP IV, Ltd., its general partner

By:   
Name: Christopher A. Mesto  
Title: General Partner

**FFL IV COINVESTMENT FUND, L.P.**

By: FFL GP IV, L.P., its general partner

By: FFL GP IV, Ltd., its general partner

By: 

Name: *Christopher A. Mazza*

Title: *General Partner*

**FFL CO-INVEST/EM BLC, LLC**

By: FFL GP IV, L.P., its managing member

By: FFL GP IV, Ltd., its general partner

By: 

Name: *Christopher A. Mazza*

Title: *Managing Member*

EXHIBIT A

SCHEDULE OF MEMBERS AND PERCENTAGE INTERESTS<sup>1</sup>

Member	Percentage Interest
Friedman Fleischer & Lowe Capital Partners III, L.P.	22.97035%
FFL CP III/EM, L.P.	15.22207%
FFL Individual Partners III, L.P.	0.48659%
FFL Executive Partners III, L.P.	0.44792%
FFL Capital Partners IV, L.P.	24.68266%
FFL CP IV/EM, L.P.	24.09701%
FFL Parallel Fund IV (DE-II), L.P.	0.75019%
FFL Executive Partners IV, L.P.	0.37930%
FFL Individual Partners IV, L.P.	0.52932%
FFL IV Co-Investment Fund, L.P.	7.30317%
FFL Co-Invest/EM BLC, LLC	3.13142%
<b><u>TOTAL:</u></b>	<b><u>100%</u></b>

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<sup>1</sup> Effective as of 12/18/2014.