

**ARTICLES OF MERGER
OF
CATHERINE S. AMOS, O.D., P.C.
HUEYTOWN EYE CLINIC, P.C.
CAHABA EYE ASSOCIATES, P.C.
EYE CARE ASSOCIATES OF ROEBUCK, P.C.
INVERNESS EYE CARE, P.C.
CLASSIC EYE WEAR, INC.
(collectively, the "Terminating Corporations")
INTO
EYE CARE ASSOCIATES, INC.
(the "Surviving Corporation")**

Inst # 1996-01178

Pursuant to the provisions of Section 10-2B-11.05 Code of Alabama, the Terminating Corporations and the Surviving Corporation adopt the following Articles of Merger for the purpose of merging the Terminating Corporations into the Surviving Corporation:

FIRST: The following Joint Agreement and Plan of Merger was approved by the shareholders of each of the Terminating Corporations and the Surviving Corporation in the manner prescribed by the Alabama Business Corporation Act: SEE EXHIBIT A ATTACHED.

SECOND: As to each of the Terminating Corporations, the only shares outstanding are common voting, and the number of shares outstanding are as follows:

| <u>NAME OF CORPORATION</u> | <u>NUMBER OF SHARES OUTSTANDING</u> |
|--------------------------------------|---|
| Catherine S. Amos, O.D., P.C. | 100 |
| Hueytown Eye Clinic, P.C. | 100 |
| Cahaba Eye Associates, P.C. | 1,000 |
| Eye Care Associates of Roebuck, P.C. | 1,000 |
| Inverness Eye Care, P.C. | 100 |
| Classic Eye Wear, Inc. | 35 |

As to the Surviving Corporation, the only shares outstanding are common voting, and the number of shares outstanding are as follows:

| <u>NAME OF CORPORATION</u> | <u>NUMBER OF SHARES OUTSTANDING</u> |
|----------------------------|---|
| Eye Care Associates, Inc. | 600 |

THIRD: As to each of the Terminating Corporations, the total number of shares voted for and against such Joint Agreement and Plan of Merger, respectively, is as follows:

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SHELBY COUNTY JUDGE OF PROBATE
008 MCD 25.00

| <u>NAME OF CORPORATION</u> | <u>TOTAL VOTED FOR</u> | <u>TOTAL VOTED AGAINST</u> |
|--------------------------------------|----------------------------|--------------------------------|
| Catherine S. Amos, O.D., P.C. | 100 | 0 |
| Hueytown Eye Clinic, P.C. | 100 | 0 |
| Cahaba Eye Associates, P.C. | 1,000 | 0 |
| Eye Care Associates of Roebuck, P.C. | 1,000 | 0 |
| Inverness Eye Care, P.C. | 100 | 0 |
| Classic Eye Wear, Inc. | 35 | 0 |

As to the Surviving Corporation, the total number of shares voted for and against the Joint Agreement and Plan of Merger, is as follows:


| <u>NAME OF CORPORATION</u> | <u>TOTAL VOTED FOR</u> | <u>TOTAL VOTED AGAINST</u> |
|----------------------------|----------------------------|--------------------------------|
| Eye Care Associates, Inc. | 600 | 0 |

FOURTH: The Articles of Incorporation of the Terminating Corporations and the Surviving Corporation were filed in the following counties:

| | |
|--------------------------------------|------------------------------|
| Catherine S. Amos, O.D. P.C. | Jefferson |
| Hueytown Eye Clinic, P.C. | Jefferson, Bessemer Division |
| Cahaba Eye Associates, P.C. | Jefferson |
| Eye Care Associates of Roebuck, P.C. | Jefferson |
| Inverness Eye Care, P.C. | Shelby |
| Classic Eye Wear, Inc. | Jefferson |
| Eye Care Associates, Inc. | Shelby |

DATED this 30th day of December, 1995.

EYE CARE ASSOCIATES, INC.

By: 
JAMES K. SKONEY, O.D.
 Its President

**JOINT AGREEMENT AND PLAN OF MERGER
FOR
INVERNESS EYE CARE, P.C.;
CATHERINE S. AMOS, O.D., P.C.;
HUEYTOWN EYE CLINIC, P.C.
CAHABA EYE ASSOCIATES, P.C.
CLASSIC EYE WEAR, INC.
EYE CARE ASSOCIATES OF ROEBUCK, P.C.
all Alabama Corporations**

AND

**EYE CARE ASSOCIATES, INC.
(an Alabama Corporation)**

THIS JOINT AGREEMENT AND PLAN OF MERGER is made and entered into this 30 day of Dec, 1995, by and between INVERNESS EYE CARE, P.C.; CATHERINE S. AMOS, O.D., P.C.; HUEYTOWN EYE CLINIC, P.C.; CAHABA EYE ASSOCIATES, P.C.; CLASSIC EYE WEAR, INC. and EYE CARE ASSOCIATES OF ROEBUCK, P.C., all corporations organized under the laws of the State of Alabama (collectively the "Terminating Corporations") and as approved by resolution adopted by a unanimous vote of the members of each Terminating Corporation's Board of Directors and each Terminating Corporation's Shareholders; and EYE CARE ASSOCIATES, INC. (the "Surviving Corporation"), a corporation organized under the laws of the State of Alabama, and as approved by resolution adopted by a unanimous vote of the members of its Board of Directors and its Shareholders.

WHEREAS, the Terminating Corporations, and the Surviving Corporation, and the respective Boards of Directors of each, deem it advisable and to the advantage, welfare and best interest of said corporations and their respective Shareholders to merge the Surviving Corporation and the Terminating Corporations pursuant to the provisions of the Alabama Business Corporation Act.

NOW THEREFORE, in consideration of the premises and of the joint and mutual agreement of the parties hereto, this Joint Agreement and Plan of Merger and the terms and conditions hereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and jointly agreed upon.

1. The Surviving Corporation and the Terminating Corporations shall, pursuant to the provisions of the Alabama Business Corporation Law be merged with and into a single corporation, Eye Care Associates, Inc. (an Alabama Corporation), which shall be the Surviving Corporation upon the effective date of the merger, and which shall continue to exist as said Surviving Corporation under the name of Eye Care Associates, Inc., pursuant to the Alabama Business Corporation Act. The separate existence of each of the Terminating Corporations shall cease upon the effective date of the merger in accordance with the provisions of the Alabama Business Corporation Act.

2. The Articles of Incorporation of the Surviving Corporation as in force and effect upon the effective date of the merger shall be the Articles of Incorporation of said Surviving Corporation, and said Articles of Incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the Alabama Business Corporation Act.

3. The By-Laws of the Surviving Corporation as in force and effect upon the effective date of the merger will be the By-Laws of said Surviving Corporation and will continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the laws of the State of Alabama.

4. The total issued and outstanding shares of stock of the Surviving and Terminating Corporations before the merger are as indicated on the attached Exhibit "4A", which represent all the issued and outstanding stock of the Surviving and Terminating Corporations as indicated. Upon the effective date of merger, the total issued and outstanding shares of the capital stock of each of the Terminating Corporations shall be converted into share(s) of the Surviving Corporation's stock as set out on Exhibit "4B" hereto and such stock shall be issued by the Surviving Corporation. The shares of stock of the Surviving Corporation shall not be converted, cancelled or retired, but each said share which is issued and outstanding as of the effective date of the merger shall continue to represent one issued share of the common stock of the Surviving Corporation.

5. The voting powers, preferences, limitations and restrictions on the common voting shares of stock shall be as indicated in the Articles of Incorporation of the Surviving Corporation.

5. This Joint Agreement and Plan of Merger has been submitted to the Shareholders of the Terminating Corporations for their approval or rejection in the manner prescribed by the provisions of the Alabama Business Corporation Act, and has been submitted to the Shareholders of the Surviving Corporation for approval or rejection in the manner prescribed by the provisions of the Alabama Business Corporation Act, and the Shareholders of each respective corporation have unanimously approved this Joint Agreement and Plan of Merger.

6. The Surviving Corporation shall hereafter possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of the Terminating Corporations, and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest of or belonging to or due to the Terminating Corporations, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed. Title to any real estate, or any interest therein, vested in the Terminating Corporations shall not revert or be in any way impaired by reason of this merger.

7. The Surviving Corporation shall henceforth be responsible and liable for all the liabilities and obligations of the Terminating Corporations, and any claim existing or action or proceeding pending by or against said Terminating Corporations may be prosecuted as if such merger had not taken place, or such Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of the Terminating Corporations shall be impaired by reason of this merger.

8. (a) The Terminating Corporations and the Surviving Corporation do hereby agree that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Alabama, and that they will cause to be performed all necessary acts therein and elsewhere to consummate this Joint Agreement and Plan of Merger and to effectuate the merger herein provided for.

(b) The Board of Directors and the proper Officers of the Terminating Corporations and of the Surviving Corporation, respectively, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file and/or record any and all instruments, papers

and documents which shall be or become necessary, proper or convenient to consummate this Joint Agreement and Plan of Merger and to carry out or put into effect any of the provisions of this Joint Agreement and Plan of Merger or of the merger herein provided for.

9. Upon the effective date of this merger, all of the rights, powers, privileges, franchises, and all property, real and personal, or mixed, and all debts due to be paid or any accounts and all other things in action belonging to the Terminating Corporations, shall be vested in the Surviving Corporation, and shall thereafter be, without further act or deed the property of the Surviving Corporation; and the title to any real estate by deed or otherwise shall vest in the Surviving Corporation and shall not in any way be impaired by reason of this merger; provided however, that all rights of creditors and all liens upon the property of the Terminating Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Terminating Corporations shall thereafter be attributed to the Surviving Corporation and may be enforced against it to the same extent as if said debts, duties and liabilities had been incurred or contracted by it.

INVERNESS EYE CARE, P.C.

By: Sarah C Gordon
Print Name SARAH C GORDON
Its: President

CATHERINE S. AMOS, O.D., P.C.

By: Catherine S Amos
Print Name Catherine S. Amos
Its: President

HUEYTOWN EYE CLINIC, P.C.

By: C. T. Crooks III
Print Name C. T. Crooks III
Its: Pres

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CAHABA EYE ASSOCIATES, P.C.

By: _____

Print Name

Its: _____

CHARLES K. BROWN
PRESIDENT

EYE CARE ASSOCIATES OF
ROEBUCK, P.C.

By: _____

Print Name

Its: _____

JAMES C. SKOPEY
PRESIDENT

CLASSIC EYE WEAR, INC.

By: _____

Print Name

Its: _____

JAMES W. MARBOURG
PRESIDENT

EYE CARE ASSOCIATES, INC.

By: _____

Print Name

Its: _____

JAMES C. SKOPEY
PRESIDENT

EXHIBIT 4A TO JOINT AGREEMENT AND PLAN OF MERGER

Terminating Corporations:

| <u>CORPORATE NAME</u> | <u>NUMBER OF SHARES</u> | <u>PERCENTAGE</u> |
|--------------------------------------|--------------------------------|--------------------------|
| CATHERINE S. AMOS, O.D., P.C. | 100 | 100% |
| HUEYTOWN EYE CLINIC, P.C. | 100 | 100% |
| CAHABA EYE ASSOCIATES, P.C. | 1,000 | 100% |
| EYE CARE ASSOCIATES OF ROEBUCK, P.C. | 1,000 | 100% |
| INVERNESS EYE CARE, P.C. | 100 | 100% |
| CLASSIC EYE WEAR, INC. | 35 | 100% |

Surviving Corporation:

| | | |
|---------------------------|-----|------|
| EYE CARE ASSOCIATES, INC. | 600 | 100% |
|---------------------------|-----|------|

EXHIBIT 4B TO JOINT AGREEMENT AND PLAN OF MERGER

| <u>TERMINATING CORPORATION</u> | <u>SHAREHOLDERS OF TERMINATING CORPORATION</u> | <u>NUMBER OF SHARES IN SURVIVING CORPORATION</u> |
|---|--|--|
| CATHERINE S. AMOS, O.D., P.C. - 100 | Catherine S. Amos - 90 Lynn S. Hammonds - 10 | Catherine S. Amos - 90 Lynn S. Hammonds - 10 |
| HUEYTOWN EYE CLINIC, P.C. - 100 | Chester T. Crooks - 100 | Chester T. Crooks - 100 |
| CAHABA EYE ASSOCIATES, P.C. - 1,000 | Charles K. Brown - 500 Debra H. Brown - 500 | Charles K. Brown - 50 Debra H. Brown - 50 |
| EYE CARE ASSOCIATES OF ROEBUCK, P.C. - 1,000 | James K. Skoney - 1,000 | James K. Skoney - 100 |
| CLASSIC EYE WEAR, INC. - 100 | Robin M. Marbourg - 35 | Robin M. Marbourg - 100 |
| INVERNESS EYE CARE, P.C. - 100 | Sarah C. Gordon - 50 Debra H. Brown - 25 Charles K. Brown - 25 | Sarah C. Gordon - 50 Debra H. Brown -25 Charles K. Brown -25 |

Inst # 1996-01178

01/12/1996-01178
10:57 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 MCD 25.00

Secretary of State
State of Alabama

I hereby certify that this is a
true and complete copy of the
document filed in this office
on January 2, 1996

DATE

1-2-96

Jim Bennett
Secretary of State