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12/19/2018 Division of Corporations

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MERGER OR SHARE EXCHANGE

Essilor Laboratories of America Holding Co., Inc.

Certificate of Status	0
Certified Copy	1
Page Count	11
Estimated Charge	~~$173.75~~

$183.75

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merger

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

Name	Jurisdiction	Document Number (If known/ applicable)
Essilor Laboratories of America Holding Co., Inc.	Florida	P96000026082

Second: The name and jurisdiction of each **merging** corporation:

Name	Jurisdiction	Document Number (If known/ applicable)
Apex Optical Company, Inc.	Florida	418745
NEA Optical, LLC	Arkansas	800123601
Eye Care Express Lab, Inc.	Texas	100951700
Precision Optical Laboratory, Inc.	Tennessee	000048311

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Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 12 / 31 / 2018 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by **surviving** corporation - **(COMPLETE ONLY ONE STATEMENT)**
The Plan of Merger was adopted by the shareholders of the surviving corporation on 12/01/2018.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) **(COMPLETE ONLY ONE STATEMENT)**
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 12/01/2018.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation	Signature of an Officer or Director	Typed or Printed Name of Individual & Title
Essilor Laboratories of America Holding Co., Inc.		Kevin Rupp, Vice President
Apex Optical Company, Inc.		David J. Milan, Secretary
Eye Care Express Lab, Inc.		Mike Nathe, Vice President
NEA Optical, LLC		Mike O'Neil, President
Precision Optical Laboratory, Inc.		Mike Nathe, Vice President

PLAN OF MERGER

(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the **parent** corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

Name	Jurisdiction
Essilor Laboratories of America Holding Co., Inc.	Florida

The name and jurisdiction of each **subsidiary** corporation:

Name	Jurisdiction
Apex Optical Company, Inc.	Florida
Eye Care Express Lab, Inc.	Texas
NEA Optical, LLC	Arkansas
Precision Optical Laboratory, Inc.	Tennessee

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

Please see attached Agreement and Plan of Merger

(Attach additional sheets if necessary)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (hereinafter called this "Agreement"), dated as of December 1, 2018, is entered into by and among ESSILOR LABORATORIES OF AMERICA HOLDING CO., INC., a Florida corporation ("Holding Company"), and the following corporate entities (each referred to individually as a "Disappearing Entity" and collectively referred to as the "Disappearing Entities"):

(i) Apex Optical Company, Inc. a Florida corporation;

(ii) Eye Care Express Lab Inc., a Texas corporation;

(iii) NEA Optical, LLC, an Arkansas limited liability company; and

(iv) Precision Optical Laboratory, Inc., a Tennessee corporation;

RECITALS

WHEREAS, each of the Disappearing Entities are subsidiaries of Holding Company;

WHEREAS, all of the issued and outstanding stock of Holding Company is held by Essilor of America, Inc., a Delaware corporation ("EOA"); and

WHEREAS, EOA has decided to undertake a corporate reorganization with respect to certain of its indirect subsidiaries in order to simplify the organizational structure of EOA and its subsidiaries (the "Simplification Plan"); and

WHEREAS, as a part of the Simplification Plan, Holding Company and the Disappearing Entities desire to enter into this Agreement to provide for the merger of the Disappearing Entities with and into Holding Company, with Holding Company being the surviving corporation in the merger (the "Merger").

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

1. THE MERGER; CLOSING; EFFECTIVE TIME

1.1. The Merger.

Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as hereinafter defined), each Disappearing Entity shall be merged with and into Holding Company, and the separate corporate existence of each Disappearing Entity shall thereupon cease. Holding Company shall be the surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Entity"), and the separate corporate existence of Holding Company with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The Merger shall have the effects specified in the Florida Business Corporation Act (the "Florida Statute") and, to the extent applicable, the appropriate corporate statute of the state of incorporation of each Disappearing Entity.

1.2. Closing.

The closing of the Merger (the "Closing") shall take place immediately after the last to be satisfied or waived of the conditions set forth in Section 7 hereof (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions) shall be satisfied or waived in accordance with this Agreement.

1.3. Effective Time.

As soon as practicable following the Closing, Holding Company and each Disappearing Entity will cause Articles of Merger reflecting the provisions set forth in this Agreement (the "Articles of Merger"), and any other documents prescribed by the applicable law to effectuate the Merger, to be executed and delivered for filing to the Department of the Secretary of State of the State of Florida (the "Florida Department") as provided in the Florida Statute and the Departments of State (or other appropriate places for filing) of each of the states in which the Disappearing Entities are incorporated (as provided in their respective corporate statutes) (the "Other State Agencies"). The Merger shall become effective at the time when the Articles of Merger have been duly filed with the Florida Department and the Other State Agencies or at such later time agreed to by the parties and provided in the Articles of Merger (the "Effective Time"). Unless otherwise agreed to by the parties, the Effective Time shall occur as of 11:59 p.m., December 31, 2018.

2. ARTICLES OF INCORPORATION AND BYLAWS OF THE SURVIVING ENTITY

2.1. The Articles of Incorporation.

The articles of incorporation of Holding Company as in effect at the Effective Time shall be the articles of incorporation of the Surviving Entity (the "Articles"), until duly amended as provided therein or by applicable law.

2.2. The Bylaws.

The bylaws of Holding Company in effect at the Effective Time shall be the bylaws of the Surviving Entity (the "Bylaws"), until thereafter amended as provided therein or by applicable law.

3. OFFICERS AND DIRECTORS OF THE SURVIVING ENTITY

3.1. Directors.

The directors of Holding Company at the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Entity until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Articles and the Bylaws as in effect from time to time.

3.2. Officers.

The officers of Holding Company at the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Entity until their successors have been duly elected or

appointed and qualified or until their earlier death, resignation or removal in accordance with the Articles and the Bylaws.

4. EFFECT OF THE MERGER ON OWNERSHIP INTERESTS; TRANSFERS OF OWNERSHIP INTERESTS

4.1. Effect on Ownership Interests.

At the Effective Time, as a result of the Merger and without any action on the part of the holder of any ownership interest of Holding Company or the Disappearing Entities:

4.1.(a) Disappearing Entities. Any and all ownership interests of the Disappearing Entities, including without limitation, any common stock, membership interests or any other class or type of stock, interest or otherwise of the Disappearing Entities, issued and outstanding immediately prior to the Effective Time shall no longer be outstanding and shall be cancelled and retired and shall cease to exist, without any conversion or exchange in any manner, and each certificate formerly representing any of such ownership interests shall be cancelled and retired without payment of any consideration therefor.

4.1.(b) Holding Company. Each share of common stock, no par value per share, of Holding Company issued and outstanding immediately prior to the Effective Time shall remain outstanding and shall continue to constitute one share of common stock, no par value per share, of the Surviving Entity.

4.2. Transfers. After the Effective Time, there shall be no transfers on the ownership registers of the Disappearing Entities of the ownership interests that were outstanding immediately prior to the Effective Time.

5. REPRESENTATIONS AND WARRANTIES OF HOLDING COMPANY

Holding Company hereby represents and warrants to the Disappearing Entities that:

5.1. Organization, Good Standing and Qualification.

Holding Company is a corporation duly organized, validly existing and in good standing or of active status, as applicable, under the laws of its jurisdiction of organization and has all requisite corporate or similar power and authority to own and operate its properties and assets and to carry on its business as presently conducted.

5.2. Corporate Authority; Approval.

Holding Company has all requisite corporate power and authority and has taken all corporate action necessary in order to execute, deliver and perform its obligations under this Agreement and to consummate the Merger. This Agreement has been duly executed and delivered by Holding Company, and assuming due authorization, execution and delivery of this Agreement by the Disappearing Entities, is a valid and legally binding agreement of Holding Company enforceable against Holding Company in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

6. REPRESENTATIONS AND WARRANTIES OF DISAPPEARING ENTITIES

Each Disappearing Entity hereby represents and warrants to Holding Company that:

6.1. Organization, Good Standing and Qualification.

Such Disappearing Entity is an entity duly organized, validly existing and in good standing or of active status, as applicable, under the laws of its jurisdiction of organization and has all requisite corporate or similar power and authority to own and operate its properties and assets and to carry on its business as presently conducted.

6.2. Corporate Authority; Approval.

Such Disappearing Entity has all requisite corporate power and authority and has taken all corporate action necessary in order to execute, deliver and perform its obligations under this Agreement and to consummate the Merger. This Agreement has been duly executed and delivered by such Disappearing Entity, and assuming due authorization, execution and delivery of this Agreement by Holding Company and the other Disappearing Entities, is a valid and legally binding agreement of such Disappearing Entity enforceable against such Disappearing Entity in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

7. CONDITIONS

The respective obligation of each party to effect the Merger is subject to the satisfaction or waiver at or prior to the Effective Time of each of the following conditions:

7.1. Owner Approval. This Agreement shall have been duly approved and authorized by the sole shareholder of Holding Company and sole shareholder or sole member each of the Disappearing Entity, as applicable, in accordance with applicable law.

7.2. Litigation. No court or governmental entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, law, ordinance, rule, regulation, judgment, decree, injunction or other order that is in effect and permanently enjoins or otherwise prohibits consummation of the Merger.

8. OTHER MERGER AUTHORIZATIONS

8.1 The directors and the proper officers of Holding Company and each of the Disappearing Entity(ies), 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 carry out or put into effect any of the provisions of this Agreement or of the merger herein provided for.

8.2 Holding Company agrees that it may be served with process in the state of each Disappearing Entity's incorporation in a proceeding for the enforcement of an obligation of a Disappearing Entity, as applicable. Holding Company hereby irrevocably appoints the Secretary of

State in each state of a Disappearing Entity, as applicable, as its agent to accept service of process in any such proceeding, and such process may be forwarded to the following address:

Essilor Laboratories of America Holding Co., Inc.
Attn: Legal Department
13555 N. Stemmons Fwy
Dallas, TX 75234

9. MISCELLANEOUS AND GENERAL

9.1. Termination, Modification or Amendment.

Subject to the provisions of applicable law, at any time prior to the Effective Time, the parties hereto may terminate, modify or amend this Agreement by written agreement executed and delivered by action taken by the respective directors of Holding Company and each of the Disappearing Entities or by the respective officers authorized by such directors.

9.2. Waiver of Conditions.

The conditions to each of the parties' obligations to consummate the Merger are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable law.

9.3. Counterparts.

This Agreement may be executed in any number of counterparts, including by way of electronic copies, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

9.4. Governing Law.

THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF FLORIDA WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

9.5. Entire Agreement.

This Agreement (and the other documents referred to herein or delivered pursuant hereto) constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof.

9.6. No Third Party Beneficiaries.

This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

9.7. Severability.

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

# # #

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

HOLDING COMPANY:

ESSILOR LABORATORIES OF AMERICA HOLDING CO., INC., a Florida corporation

By: _____
Rick Gadd, President

DISAPPEARING ENTTIES:

APEX OPTICAL COMPANY, INC., a Florida corporation

By: _____
Eduardo Martins, President

EYE CARE EXPRESS LAB, INC., a Texas corporation

By: _____
Mike Nathe, Vice President

NEA OPTICAL, LLC, an Arkansas limited liability company

By: _____
Mike O'Neil, President

PRECISION OPTICAL LABORATORY, INC., a Tennessee corporation

By: _____
Mike Nathe, Vice President