

587902



THE UNITED STATES
CORPORATION
COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 676013 *Patricia Pogue* 4308508

AUTHORIZATION :

COST LIMIT : \$ 70.00

FILED
98 JAN 21 PM 1:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : January 21, 1998

ORDER TIME : 10:19 AM

ORDER NO. : 676013-005

CUSTOMER NO: 4308508

200002406862--7

CUSTOMER: Mary Elizabeth Huber, Esq
Jones Day Reavis & Pogue
North Point
901 Lakeside Avenue
Cleveland, OH 44114

ARTICLES OF MERGER

EFFECTIVE DATE
1-31-98

NUVISION OF FLORIDA, INC.

INTO

NUVISION, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Cindy Harris

EXAMINER'S INITIALS:

Mary
11-22-98
RECEIVED
98 JAN 21 AM 11:47
DIVISION OF CORPORATION

ARTICLES OF MERGER
Merger Sheet

MERGING:

NUVISION OF FLORIDA, INC., a Florida corporation, document number 587902

INTO

NUVISION, INC., a Michigan corporation not qualified in Florida.

File date: January 21, 1998, effective January 31, 1998

Corporate Specialist: Karen Gibson

Account number: 072100000032

Account charged: 70.00



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

January 22, 1998

CSC
CINDY HARRIS
TALLAHASSEE, FL

SUBJECT: NUVISION OF FLORIDA, INC.
Ref. Number: 587902

RESUBMIT
Please give original
submission date as file date.

We have received your document for NUVISION OF FLORIDA, INC. and the authorization to debit your account in the amount of \$70.00. However, the document has not been filed and is being returned for the following:

The above listed entity was administratively dissolved or its certificate of authority was revoked for failure to file the 1993 annual report. The entity must be reinstated before this document can be filed.

The total amount due to reinstate is \$1500.00.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6880.

Karen Gibson
Corporate Specialist

Letter Number: 098A00003560

RECEIVED
98 JAN 20 AM 11:37
DIVISION OF CORPORATIONS

ARTICLES OF MERGER

OF

NUVISION OF FLORIDA

WITH AND INTO NUVISION, INC.

FILED
98 JAN 21 PM 1:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
1-31-98

Pursuant to the Florida Business Corporation Act (the "Act"), and in particular Section 607.1105 of the Act, NuVision, Inc., as the surviving corporation in a merger, hereby submits the following Articles of Merger.

FIRST. The name of the subsidiary corporation, which is a corporation organized under the laws of the State of Florida, is NuVision of Florida, Inc. ("NuVision-FL").

SECOND. The name of the parent corporation, which is a corporation organized under the laws of the State of Michigan, is NuVision, Inc. ("NuVision").

THIRD. An Agreement and Plan of Merger (the "Plan of Merger") has been duly approved by the Boards of Directors of NuVision, NuVision-FL and the other parties listed on the signature page thereto. The Plan of Merger provides for the merger of NuVision-FL and three other subsidiaries of NuVision with and into NuVision, as a result of which NuVision will be the surviving corporation. The Plan of Merger is set forth in its entirety in Appendix I hereto and is made a part hereof.

FOURTH. The effective time and date of the merger herein provided for is immediately after the close of business on January 31, 1998.

FIFTH. Shareholder approval of this merger was not required pursuant to Section 607.1104(1)(a) of the Act.

SIXTH. The Plan of Merger was duly adopted by the Board of Directors of NuVision pursuant to resolution thereof on January 16, 1998, as required by Section 607.1104(b) of the Act.

IN WITNESS WHEREOF, I have signed my name this 20th day of January, 1998.

NUVISION, INC.

By: 

Name: David J. Sherriff

Title: Secretary

NUVISION OF FLORIDA, INC.

By: 

Name: David J. Sherriff

Title: Secretary

FTH CORP.

By: 

Name: David J. Sherriff

Title: Secretary

BELL OPTICAL, INC.

By: 

Name: David J. Sherriff

Title: Secretary

NUVISION WEST, INC.

By: 

Name: David J. Sherriff

Title: Secretary

APPENDIX I
TO
ARTICLES OF MERGER
OF
NUVISION OF FLORIDA, INC.
AND
NUVISION, INC.

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is being entered into this 16th day of January, 1998, by and between NuVision, Inc., a Michigan corporation ("NuVision" or the "Surviving Corporation"), and the following four corporations which will be merged with and into NuVision pursuant to the terms of this Agreement: Bell Optical, Inc., a Michigan corporation ("Bell"); FTH Corp., a Michigan corporation ("FTH"); NuVision of Florida, Inc., a Florida corporation ("NuVision-FL"); and NuVision West, Inc., a Michigan corporation ("NuVision-West"), (collectively the "Merging Corporations" or, when referring to each or all corporations involved in a particular merger, any "Merging Corporation").

RECITALS

WHEREAS the laws of the states under which the Surviving Corporation and the Merging Corporations are incorporated permit the Merger; and

WHEREAS the Surviving Corporation and the Merging Corporations have agreed to merge pursuant to the terms, provisions and conditions set forth in this Agreement; and

WHEREAS the Board of Directors of each corporation has determined that it is advisable that the Merger occur and have adopted and approved this Agreement.

The parties hereto agree as follows:

ARTICLE I
THE MERGER

1.1 Merger; Surviving Corporation. At the Effective Time (defined below), the corporations set forth below are to be merged with and into NuVision (the "Merger") in accordance with the laws of the state in which each corporation is incorporated, whereupon the separate existence of the corporations set forth below will cease, and NuVision will be the Surviving Corporation and will continue to exist under and be governed by the Michigan Business Corporation Act (the "MBCA"):

- (a) Bell Optical, Inc., a Michigan corporation;
- (b) FTH Corp., a Michigan corporation;
- (c) NuVision of Florida, Inc., a Florida corporation; and
- (d) NuVision West, Inc., a Michigan corporation.

1.2 Articles or Certificates of Merger. NuVision and the corporations listed in Section 1.1(a)-(d) of this Agreement will file articles or certificates of merger with the Secretary of State or the appropriate office of each state in which a corporation involved in this merger is incorporated and make all other filings or recordings required in connection with the Merger by the MBCA or the laws of the states in which any Merging Corporation is incorporated.

1.3 Effective Time. The Merger will become effective at the close of business on January 31, 1998 (the "Effective Time").

ARTICLE II
THE SURVIVING CORPORATION

2.1 Certificate of Incorporation. At the Effective Time and without any further action on the part of NuVision or the Merging Corporations, the Certificate of Incorporation of

NuVision in effect at the Effective Time will be the Certificate of Incorporation of the Surviving Corporation until amended in accordance with applicable law.

2.2 By-Laws. At the Effective Time and without any further action on the part of NuVision or the Merging Corporations, the By-Laws of NuVision in effect at the Effective Time will be the By-Laws of the Surviving Corporation until amended in accordance with applicable law.

2.3 Directors and Officers. From and after the Effective Time, until successors are duly elected or appointed and qualified in accordance with the Surviving Corporation's Certificate of Incorporation and By-Laws and applicable law, (i) the directors of NuVision at the Effective Time will be the directors of the Surviving Corporation, and (ii) the officers of NuVision at the Effective Time will be the officers of the Surviving Corporation.

2.4 Statutory Agent. The designated statutory agent for service of process for NuVision at the Effective Time will be the statutory agent for service of process for the Surviving Corporation.

ARTICLE III

CAPITALIZATION

3.1 Capitalization of NuVision. The entire authorized capital stock of NuVision consists of 10,000 shares of Class A common stock, \$.50 par value per share, of which 100 shares are issued and outstanding. All issued and outstanding shares are owned by American Vision Centers, Inc., a Delaware corporation. All of the shares are free and clear of liens, and other than those that may be set forth in this Agreement, no authorization or consent of any person is required to consummate the transactions contemplated hereby.

3.2 Capitalization of Bell. The entire authorized capital stock of Bell consists of 50,000 shares of common stock, \$1.00 par value per share, of which 100 shares are issued and outstanding. The issued and outstanding shares are owned by NuVision. All of the shares are free and clear of liens, and other than those that may be set forth in this Agreement, no authorization or consent of any person is required to consummate the transactions contemplated hereby.

3.3 Capitalization of FTH. The entire authorized capital stock of FTH consists of 60,000 shares of common stock, \$1.00 par value per share, of which one share is issued and outstanding. The issued and outstanding share is owned by NuVision. All of the shares are free and clear of liens, and other than those that may be set forth in this Agreement, no authorization or consent of any person is required to consummate the transactions contemplated hereby.

3.4 Capitalization of NuVision-FL. The entire authorized capital stock of NuVision-FL consists of 7,500 shares of common stock, \$1.00 par value per share, of which one share is issued and outstanding. The issued and outstanding share is owned by NuVision. All of the shares are free and clear of liens, and other than those that may be set forth in this Agreement, no authorization or consent of any person is required to consummate the transactions contemplated hereby.

3.5 Capitalization of NuVision West. The entire authorized capital stock of NuVision West consists of 50,000 shares of common stock, \$1.00 par value per share, of which one share is issued and outstanding. The issued and outstanding share is owned by NuVision. All of the shares are free and clear of liens, and other than those that may be set forth in this Agreement, no

authorization or consent of any person is required to consummate the transactions contemplated

ARTICLE IV

EFFECT OF THE MERGER

4.1 Effect of Merger. At the Effective Time, the effect of the Merger will be as provided by this Agreement and by the applicable provisions of the laws of the states under which the Surviving Corporation and the Merging Corporations are incorporated.

4.2 Further Action by the Merging Corporations. If after the Effective Time the Surviving Corporation considers it advisable that any further conveyances, agreements, documents, instruments, assurances or any other actions are necessary or desirable to vest, perfect, confirm or record in the Surviving Corporation the title to any property, rights, interest, privileges, powers or franchises of any Merging Corporation or otherwise to carry out the provisions of this Agreement, the directors and officers of any Merging Corporation last in office shall execute and deliver, upon the Surviving Corporation's request, any and all proper conveyances, agreements, documents, instruments or assurances, and shall do and perform all other acts necessary or proper. If a sufficient number of the directors or officers of any Merging Corporation last in office are not able or available to execute such documentation or perform such acts, the directors and officers of the Surviving Corporation will be authorized to act on behalf of the Merging Corporations.

4.3 Capital Stock of NuVision. At the Effective Time, each share of capital stock of NuVision that is issued and outstanding at the Effective Time will remain unchanged and will continue to be one share of such capital stock.

4.4 Capital Stock of the Merging Corporations. At the Effective Time, each share of capital stock of any Merging Corporation that is issued and outstanding immediately prior to the

Effective Time will be canceled. All such shares, by virtue of the Merger and without any action on the part of the holders thereof, the Surviving Corporation or any Merging Corporation, will no longer be outstanding and will cease to exist. The Board of Directors of the Merging Corporations will cause their shareholders to surrender all issued and outstanding shares to the Surviving Corporation at or immediately after the Effective Time.

4.5 Inapplicability of Florida's Dissenters' Rights Statute. All issued and outstanding shares of capital stock of NuVision-FL are owned by the Surviving Corporation, which approved the Merger by unanimous written authorization of its Board of Directors. Consequently, no shareholders who would be entitled to approve the Merger but for the operation of Section 607.1104 of the Florida Business Corporation Act will be eligible to exercise dissenter's rights.

4.6 Assets and Liabilities of the Merging Corporations. At the Effective Time, the Surviving Corporation will for all purposes possess all assets and property of every description, and every interest therein, of the Merging Corporations and all rights, privileges, immunities, interests, powers, franchises, and authority of a public as well as a private nature of the Merging Corporations. At the Effective Time, the Surviving Corporation will assume for all purposes all liabilities or obligations belonging to or due to the Merging Corporations.

ARTICLE V

MISCELLANEOUS

5.1 Abandonment or Amendment. At any time prior to the filing of the certificates or articles of merger with the appropriate state offices, the Board of Directors of either the Surviving Corporation or any Merging Corporation may abandon the proposed Merger or may amend this Agreement to the extent permitted by law.

5.2 Counterparts; Signatures. This Agreement may be executed in one or more counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. A photocopy or facsimile of any signature necessary to authorize, adopt, or execute this Agreement or any other document necessary to effect the Merger will be treated for all purposes as an original signature.

5.3 Headings. The headings of articles and sections herein are for convenience of reference only, are not a part of this Agreement, and are not to be deemed to limit or affect any of the provisions hereof.


5.4 Complete Agreement. This Agreement contains the complete agreement among the parties with respect to the Merger and supersedes all prior agreements and understandings with respect to the Merger.

5.5 Third Parties. Nothing herein expressed or implied is intended or is to be construed to confer upon or give to any person, other than the parties to this Agreement or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

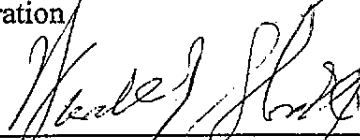
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

by their respective officers duly authorized on the day and year first above written.

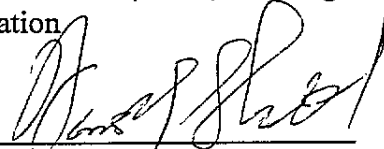
NuVISION, INC., a Michigan corporation

By: 
Name: David J. Sherriff
Title: Secretary

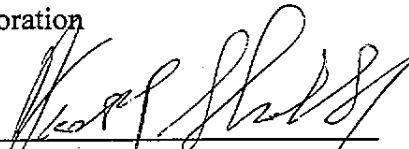
NuVISION OF FLORIDA, INC., a Florida corporation

By: 
Name: David J. Sherriff
Title: Secretary

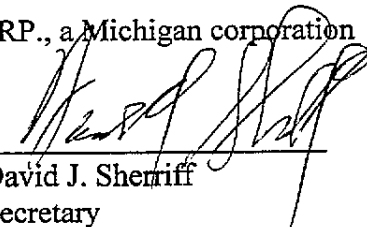
BELL OPTICAL, INC., a Michigan corporation

By: 
Name: David J. Sherriff
Title: Secretary

NuVISION WEST, INC., a Michigan corporation

By: 
Name: David J. Sherriff
Title: Secretary

FTH CORP., a Michigan corporation

By: 
Name: David J. Sherriff
Title: Secretary