

F07000001654Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H11000299387 3)))



H110002993873ABC7

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5368

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

**MERGER OR SHARE EXCHANGE
EYEMASTERS, INC.**

Certificate of Status	0
Certified Copy	0
Page Count	11
Estimated Charge	\$105.00

11 FEB 22 PM 4:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDAAPPROVED
AND
FILED*merger*
11/22/11
12/22/2011

STATE OF FLORIDA
ARTICLES OF MERGER
OF
VISIONWORKS HOLDINGS, INC.
(a Florida corporation)
and
VISIONWORKS, INC.
(a Florida corporation)
WITH AND INTO
EYEMASTERS, INC.
(a Delaware corporation)

FILED
11 DEC 22 PM 1:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1109, of the Florida Business Corporation Act ("**FBCA**"), the undersigned corporations do hereby certify:

1. That the name and jurisdiction of the surviving corporation are as follows:

EyeMasters, Inc., a Delaware corporation ("*Surviving Corporation*").
2. That the name and jurisdiction of each merging corporation are as follows:

Visionworks Holdings, Inc., a Florida corporation ("*Vision Holdings*"); and
Visionworks, Inc., a Florida Corporation ("*Visionworks*").
3. That the Plan of Merger for merging Visionworks and Vision Holdings with and into the Surviving Corporation (the "*Merger*"), as approved by Visionworks and Vision Holdings in accordance with the applicable provisions of Chapter 607 of the FBCA, and by Surviving Corporation in accordance with the applicable laws of the state, country, or jurisdiction under which such entity was formed, organized, or incorporates, is attached hereto as Exhibit A.
4. That this Certificate of Merger and the Merger shall be effective at 11:59 p.m., Eastern Standard Time, on December 31, 2011.
5. That the Plan of Merger was adopted the Board of Directors and the sole stockholder of the Surviving Corporation on December 19, 2011.
6. That the Plan of Merger was adopted by the Boards of Directors and sole shareholders of Visionworks and Vision Holdings on December 19, 2011.

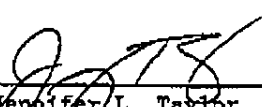
7. That the principal office of the Surviving Corporation, under the laws of its state of incorporation, is 175 E. Houston, Suite 800, San Antonio, Texas 78205. The Surviving Corporation is deemed to have appointed the Secretary of State of the State of Florida as its agent for the service of process in a proceeding to enforce any obligation or the rights of the dissenting shareholders of each domestic corporation that is a party to the merger. Additionally, the Surviving Corporation agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under FBCA Section 607.1302.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed on this 19th day of December, 2011.


VISION HOLDINGS:

VISIONWORKS HOLDINGS, INC.

By: 
Name: Jennifer L. Taylor
Title: Executive Vice President, CFO,
Assistant Secretary and Treasurer

VISIONWORKS:

VISIONWORKS, INC.

By: 
Name: Jennifer L. Taylor
Title: Executive Vice President, CFO,
Assistant Secretary and Treasurer

SURVIVING CORPORATION:

EYEMASTERS, INC.

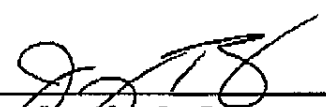
By: 
Name: Jennifer L. Taylor
Title: Executive Vice President, CFO,
Assistant Secretary and Treasurer

EXHIBIT A
PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("*Plan of Merger*") is made and entered into as of December 19, 2011, by and between EyeMasters, Inc., a Delaware corporation ("*EyeMasters*", and sometimes referred to herein as the "*Surviving Entity*"), and Visionworks Holdings, Inc., a Florida corporation ("*Vision Holdings*"), and Visionworks, Inc., a Florida corporation ("*Visionworks*", and together with Vision Holdings, sometimes referred to herein as the "*Non-Surviving Entities*", and together with EyeMasters, being sometimes referred to herein as the "*Constituent Companies*").

WITNESSETH

WHEREAS, EyeMasters is a corporation duly organized and existing under the laws of the State of Delaware;

WHEREAS, Vision Holdings is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, Visionworks is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, the Board of Directors of EyeMasters, Vision Holdings and Visionworks have each deemed it advisable for the general welfare and to the benefit of their respective companies and their respective sole stockholder and shareholders, that Vision Holdings and Visionworks merge with and into EyeMasters, pursuant to the applicable provisions of the Delaware General Corporation Law and the Florida Business Corporation Act (together, the "*Applicable Laws*");

WHEREAS, the Board of Directors and the sole stockholder of EyeMasters have, by resolutions duly adopted, approved this Plan of Merger and directed that it be executed by the undersigned officer of EyeMasters;

WHEREAS, the Board of Directors and the sole shareholders of Vision Holdings and Visionworks have, by resolutions duly adopted, approved this Plan of Merger and directed that it be executed by the undersigned officers of Vision Holdings and Visionworks; and

WHEREAS, it is the intention of the Constituent Companies that the Merger (as hereinafter defined) shall be a tax-free reorganization pursuant to the provisions of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereby agree, in accordance with the Applicable Laws, that the Non-Surviving Entities shall be merged into the Surviving Entity (the "*Merger*"), to-wit: EyeMasters, Inc., a Delaware corporation, one of the Constituent Companies, which shall be the company surviving the Merger, and the terms and conditions of the Merger hereby agreed upon which the

parties covenant to observe, keep and perform, and the mode of carrying the same into effect shall be as hereafter set forth:

ARTICLE I EFFECTIVE TIME

If this Plan of Merger is not terminated and abandoned pursuant to the provisions of Article VII hereof, a Certificate of Merger shall be filed with the Secretary of State of the State of Delaware and Articles of Merger shall be filed with the Secretary of State of the State of Florida, in such forms as the officers of the Constituent Companies, or any of them, may determine to be advisable or appropriate, which determination shall be evidenced by such Constituent Company officer's signature thereto. The Merger shall be effective at 11:59 p.m., Eastern Standard Time, on December 31, 2011, or such other date and time as determined by the officers of the Constituent Companies (the "*Effective Time*"). At the Effective Time, the separate existence of Non-Surviving Entities shall cease and Non-Surviving Entities shall be merged with and into the Surviving Entity.

ARTICLE II GOVERNANCE

1. The Certificate of Incorporation of the Surviving Entity at the Effective Time ("*Certificate of Incorporation*") shall continue unchanged after the Merger until changed or amended as provided by law.
2. The By-laws of the Surviving Entity (the "*Bylaws*"), shall continue unchanged after the Merger until changed or amended as provided by law.
3. The directors and officers of the Surviving Entity immediately prior to the Effective Time shall constitute the directors and officers of the Surviving Entity immediately following the Effective Time. Such directors and officers of Surviving Entity shall hold their respective positions until their resignation or removal or the election or appointment of their successors in the manner provided by the Certificate of Incorporation and the Bylaws of the Surviving Entity and applicable law.

ARTICLE III CONVERSION OF SHARES IN THE MERGER

The mode of carrying into effect the Merger provided for herein, and the manner and basis of converting the shares of the Constituent Companies shall be as follows:

1. There are currently 2,000,000 shares of common stock, no par value ("*Vision Holdings Common Stock*"), of Vision Holdings issued and outstanding, all of which are held by Eye Care Centers of America, Inc. ("*ECCA*"). Each share of Vision Holdings Common Stock which shall be issued and outstanding as of the Effective Time shall be cancelled and retired, all rights in respect thereof shall cease to exist and no shares of Vision Holdings Common Stock or other securities of Vision Holdings shall be issuable with respect thereto.

2. There are currently 1,000 shares of common stock, no par value ("*Visionworks Common Stock*"), of Visionworks issued and outstanding, all of which are held by Vision Holdings. Each share of Vision Holdings Common Stock which shall be issued and outstanding as of the Effective Time shall be cancelled and retired, all rights in respect thereof shall cease to exist and no shares of Vision Holdings Common Stock or other securities of Vision Holdings shall be issuable with respect thereto.

3. There are currently 1,000 shares of common stock, \$0.01 par value ("*EyeMasters Common Stock*"), of EyeMasters issued and outstanding, all of which are held by ECCA. Each share of EyeMasters Common Stock issued and outstanding as of the Effective Time shall, upon the effectiveness of the Merger, remain issued and outstanding. Upon the effectiveness of the Merger, there shall be 1,000 shares of EyeMasters Common Stock issued and outstanding, all of which will be held by ECCA.

4. There are no reasonable grounds to believe the foregoing treatment of the shares and partnership interests will render the Surviving Entity insolvent.

ARTICLE IV EFFECT OF THE MERGER

At the Effective Time, the separate existence of each Constituent Company (other than the Surviving Entity) shall cease, except that whenever a conveyance, assignment, transfer, deed, or other instrument or act is necessary to vest property or rights in the Surviving Entity, the officers, or other authorized representatives of the respective Constituent Companies shall execute, acknowledge and deliver such instruments and do such acts. For these purposes, the existence of the Constituent Companies and the authority of their respective officers, directors and/or other authorized representatives are continued notwithstanding the Merger. The Surviving Entity shall possess all assets and property of every description, and every interest in the assets and property, wherever located, and the rights, privileges, immunities, powers, franchises, and authority, of a public as well as of a private nature, of the Non-Surviving Entities, and all obligations belonging to or due to the Non-Surviving Entities, all of which are vested in the Surviving Entity without further act or deed, or any transfer or assignment having occurred, in accordance with the Applicable Laws. Title to any real estate or any interest in the real estate vested in the Non-Surviving Entities shall not revert or in any way be impaired by reason of such merger, without any further act or deed, or any transfer or assignment having occurred. The Surviving Entity is liable for all the obligations of the Non-Surviving Entities, including liability to dissenting stockholders in accordance with the Applicable Laws. Any claim existing or any action or proceeding pending by or against the Non-Surviving Entities may be prosecuted to judgment, with right or appeal, as if the Merger had not taken place, or the Surviving Entity may be substituted in its place. All rights of creditors of each Constituent Company are preserved unimpaired, and all liens upon the property of any Constituent Company are preserved unimpaired, on only the property affected by such liens immediately prior to the Effective Time. The Surviving Entity shall be responsible for all applicable fees of the Non-Surviving Entities.

ARTICLE V
ACCOUNTING MATTERS

The assets and liabilities of the Non-Surviving Entities, as of the Effective Time, shall be taken upon the books of the Surviving Entity at the amounts at which they shall be carried at that time on the books of the Non-Surviving Entities, subject to such adjustments or eliminations of inter-company items as may be appropriate in giving effect to the Merger. The amount of the capital surplus and earned surplus accounts, if any, of the Surviving Entity after the Merger shall be determined by the Board of Directors of the Surviving Entity in accordance with the Laws of the State of Delaware and with generally accepted accounting principles.

ARTICLE VI
APPROVAL OF THE CONSTITUENT COMPANIES

This Plan of Merger has been approved by the Constituent Companies in accordance with the Applicable Laws.

ARTICLE VII
ABANDONMENT

The respective Boards of Directors and partners of the Constituent Companies, evidenced by appropriate resolutions, may abandon this Plan of Merger at any time notwithstanding favorable action on the Merger by the equity owners of either or all of the Constituent Companies, but not later than the Effective Time. In the event of the termination and abandonment of this Plan of Merger and the Merger pursuant to this Article VII, this Plan of Merger shall become void and have no effect, without any liability on the part of either of the Constituent Companies or their stockholders, shareholders, directors or officers in respect thereof.

ARTICLE VIII
AMENDMENT

The Constituent Companies, by mutual consent, may amend this Plan of Merger in such manner as may be agreed upon by them in writing at any time; provided, however, no such amendment shall be made which shall affect the rights of the respective equity owners of the Constituent Companies in a manner which is materially adverse to such equity owners, or as otherwise provided by the Applicable Laws, without the further approval of the equity owners of the Constituent Companies.

ARTICLE IX
FURTHER ASSURANCES

If at any time the Surviving Entity shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect, or confirm, of record or otherwise, in the Surviving Entity, the title to any property or rights of the Surviving Entity acquired or to be acquired by or as a result of the Merger, the proper directors

and officers of the Surviving Entity shall be and they hereby are severally and fully authorized to execute and deliver such proper deeds, assignments and assurances in law, and take such other action as may be necessary or proper in the name of the Surviving Entity or Non-Surviving Entities to vest, perfect or confirm title to such property or rights in the Surviving Entity and otherwise carry out the purposes of this Plan of Merger.

ARTICLE X
COUNTERPARTS

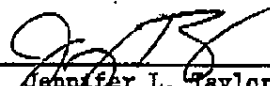
This Plan of Merger may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original, and such counterparts taken together shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, pursuant to requisite approval and authority, each party to this Plan of Merger has caused this Plan of Merger to be executed by its duly authorized officer or representative, all as of the day and year first above written.

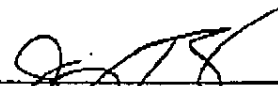
VISION HOLDINGS:

VISIONWORKS HOLDINGS, INC.

By: 
Name: Jennifer L. Taylor
Title: Executive Vice President, CFO,
Assistant Secretary and Treasurer


VISIONWORKS:

VISIONWORKS, INC.

By: 
Name: Jennifer L. Taylor
Title: Executive Vice President, CFO,
Assistant Secretary and Treasurer

EYEMASTERS:

EYEMASTERS, INC.

By: 
Name: Jennifer L. Taylor
Title: Executive Vice President, CFO,
Assistant Secretary and Treasurer