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(Address)

(City/State/Zip/Phone #)

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(Document Number)

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DEC 27 2011

EXAMINER



000215226850

NOT PREPARED
TO ACCEPTANCE
SUFFICIENCY OF FILING

2011 DEC 27 AM 10:47

RECEIVED
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

EFFECTIVE DATE

12/31/2011

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 DEC 27 PM 1:58



CORPORATION SERVICE COMPANY

FILED STATES
SECRETARY OF CORPORATIONS
11 DEC 27 PM 1:58

ACCOUNT NO. : I20000000195

REFERENCE : 038823 4375876

AUTHORIZATION :

COST LIMIT : \$ 155.00

Spuddelean

ORDER DATE : December 27, 2011

ORDER TIME : 9:31 AM

ORDER NO. : 038823-005

CUSTOMER NO: 4375876

EFFECTIVE DATE 12/31/2011

ARTICLES OF MERGER

ADVANTICA BALTIMORE, LLC

INTO

ALLIED EYECARE, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

EFFECTIVE DATE: 12/31/2011

CONTACT PERSON: Kimberly Moret

EXAMINER'S INITIALS: _____

EFFECTIVE DATE 12/31/2011

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 DEC 27 PM 1:58

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>Advantica Baltimore, LLC</u>	<u>Florida</u>	<u>limited liability company</u>
<u>Advantica DC - Nova, LLC</u>	<u>Florida</u>	<u>limited liability company</u>
<u>Advantica Southwest Virginia, LLC</u>	<u>Florida</u>	<u>limited liability company</u>
<u>Advantica Virginia, LLC</u>	<u>Florida</u>	<u>limited liability company</u>

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>Allied EyeCare, LLC</u>	<u>Florida</u>	<u>limited liability company</u>

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

December 31, 2011 at 11:59 p.m.

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

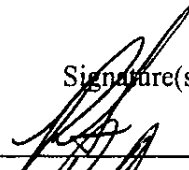
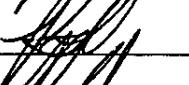


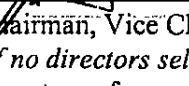
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

Mailing address: _____

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Allied EyeCare, LLC		Richard L. Sanchez
Advantica Baltimore, LLC		Richard L. Sanchez
Advantica DC - Nova, LLC		Richard L. Sanchez
Advantica Virginia, LLC		Richard L. Sanchez
Advantica Southwest Virginia, LLC		Richard L. Sanchez
Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)	
General partnerships:	Signature of a general partner or authorized person	
Florida Limited Partnerships:	Signatures of all general partners	
Non-Florida Limited Partnerships:	Signature of a general partner	
Limited Liability Companies:	Signature of a member or authorized representative	

Fees: For each Limited Liability Company: \$25.00
 For each Corporation: \$35.00
 For each Limited Partnership: \$52.50
 For each General Partnership: \$25.00
 For each Other Business Entity: \$25.00

Certified Copy (optional): \$30.00

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, effective as of the 31st day of December, 2011, at 11:59 p.m. is entered into by and between Allied EyeCare, LLC, a Florida limited liability company, Advantica Baltimore, LLC, a Florida limited liability company, Advantica DC - Nova, LLC, a Florida limited liability company, Advantica Southwest Virginia, LLC, a Florida limited liability company and Advantica Virginia, LLC, a Florida limited liability company.

RECITALS

WHEREAS Allied EyeCare, LLC, Advantica Baltimore, LLC, Advantica DC - Nova, LLC, Advantica Southwest Virginia, LLC and Advantica Virginia, LLC declare it advisable and to the advantage, welfare, and best interests of said limited liability companies, and their respective members to merge Advantica Baltimore, LLC, Advantica DC - Nova, LLC, Advantica Southwest Virginia, LLC and Advantica Virginia, LLC with and into Allied EyeCare, LLC pursuant to the provisions of Chapter 608 of the Florida Limited Liability Company Act upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

AGREEMENT

1. The names of the constituent entities proposing to merge are Advantica Baltimore, LLC, Advantica DC - Nova, LLC, Advantica Southwest Virginia, LLC and Advantica Virginia, LLC (the "Merging Entities") and Allied EyeCare, LLC (the "Surviving Entity").
2. Pursuant to the provisions of the Florida Limited Liability Company Act, the Merging Entities shall be merged with and into the Surviving Entity.
3. The terms and conditions of the merger are as follows:
 - (a) Upon the merger becoming effective, the separate existence of the Merging Entities cease. The Surviving Entity will thereupon and thereafter possess all rights, privileges, immunities, powers and franchises possessed by each of the Merging Entities and the Surviving Entity and will be subject to all restrictions, disabilities and duties of both the Merging Entities and the Surviving Entity to the extent such rights, privileges, immunities, powers, franchises, restrictions, disabilities and duties are applicable to the form of existence of the Surviving Entity.
 - (b) Upon the merger becoming effective, all rights, causes of action, property and assets of whatsoever kind or description (whether real, personal, tangible or intangible) of both the Merging Entities and the Surviving Entity, and all debts due on whatever account to either of them (including subscriptions for shares, promises to make capital contributions and all other causes of action belonging to either of them) is taken and is deemed to be transferred to and vested in the Surviving Entity.
 - (c) Upon the merger becoming effective, the Surviving Entity will be responsible and liable for all liabilities and obligations of both the Merging Entities and the Surviving Entity. Any claim existing or action or proceeding pending by or against the Merging Entities or the Surviving Entity may be prosecuted as if such merger had not taken place, or the Surviving Entity may be substituted in the

action for the Merging Entities.

(d) The officers of the constituent entities are hereby authorized to execute all deeds, assignments and other documents of every nature which may be needed or desirable to effectuate a full and complete transfer of ownership as herein authorized.

(e) The officers of the Surviving Entity will remain as the officers until their successors are appointed as provided under the organizational documents of the Surviving Entity.

4. The manner and basis of converting the interests of the Merging Entities into interests or other securities or obligations, as the case may be, of the Surviving Entity, in whole or in part, into cash or other property are as follows: The interest in the Merging Entities shall be extinguished without the issuance of any further securities.

5. The organizational documents of the Surviving Entity shall not be amended or changed as a result of this merger.

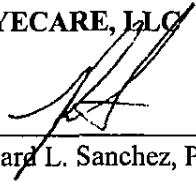
6. The Merging Entities and the Surviving Entity stipulate that they will cause to be executed and filed any document or documents prescribed by the laws of the State of Florida, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

7. Other provisions of the merger are as follows: The merger shall become effective as of December 31st, 2011 at 11:59 p.m.

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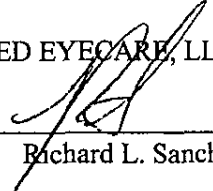
IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by the Member of each of the Merging Entities and the Member of the Surviving Entity have caused this Agreement and Plan of Merger to be executed by an authorized officer of each of the Merging Entities and of the Surviving Entity as the respective act, deed and agreement of each constituent entity with an effective date of the 31st day of December, 2011.

ALLIED EYECARE, LLC

By: 
Richard L. Sanchez, President

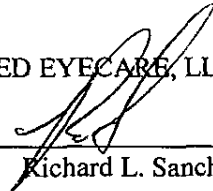
ADVANTICA BALTIMORE, LLC

By: ALLIED EYECARE, LLC, sole member

By: 
Richard L. Sanchez, President

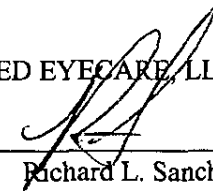
ADVANTICA DC - NOVA, LLC

By: ALLIED EYECARE, LLC, sole member

By: 
Richard L. Sanchez, President

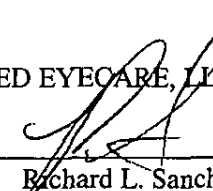
ADVANTICA SOUTHWEST VIRGINIA, LLC

By: ALLIED EYECARE, LLC, sole member

By: 
Richard L. Sanchez, President

ADVANTICA VIRGINIA, LLC

By: ALLIED EYECARE, LLC, sole member

By: 
Richard L. Sanchez, President

**WRITTEN CONSENT OF
THE SOLE MEMBER OF
ADVANTICA BALTIMORE, LLC
ADOPTING AN AGREEMENT OF MERGER**

AGREEMENT OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, effective as of the 31st day of December, 2011, at 11:59 p.m. is entered into by and between Allied EyeCare, LLC, a Florida limited liability company, Advantica Baltimore, LLC, a Florida limited liability company, Advantica DC - Nova, LLC, a Florida limited liability company, Advantica Southwest Virginia, LLC, a Florida limited liability company and Advantica Virginia, LLC, a Florida limited liability company.

RECITALS

WHEREAS Allied EyeCare, LLC, Advantica Baltimore, LLC, Advantica DC - Nova, LLC, Advantica Southwest Virginia, LLC and Advantica Virginia, LLC declare it advisable and to the advantage, welfare, and best interests of said limited liability companies, and their respective members to merge Advantica Baltimore, LLC, Advantica DC - Nova, LLC, Advantica Southwest Virginia, LLC and Advantica Virginia, LLC with and into Allied EyeCare, LLC pursuant to the provisions of Chapter 608 of the Florida Limited Liability Company Act upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

AGREEMENT

1. The names of the constituent entities proposing to merge are Advantica Baltimore, LLC, Advantica DC - Nova, LLC, Advantica Southwest Virginia, LLC and Advantica Virginia, LLC (the "Merging Entities") and Allied EyeCare, LLC (the "Surviving Entity").
2. Pursuant to the provisions of the Florida Limited Liability Company Act, the Merging Entities shall be merged with and into the Surviving Entity.
3. The terms and conditions of the merger are as follows:
 - (a) Upon the merger becoming effective, the separate existence of the Merging Entities cease. The Surviving Entity will thereupon and thereafter possess all rights, privileges, immunities, powers and franchises possessed by each of the Merging Entities and the Surviving Entity and will be subject to all restrictions, disabilities and duties of both the Merging Entities

and the Surviving Entity to the extent such rights, privileges, immunities, powers, franchises, restrictions, disabilities and duties are applicable to the form of existence of the Surviving Entity.

(b) Upon the merger becoming effective, all rights, causes of action, property and assets of whatsoever kind or description (whether real, personal, tangible or intangible) of both the Merging Entities and the Surviving Entity, and all debts due on whatever account to either of them (including subscriptions for shares, promises to make capital contributions and all other causes of action belonging to either of them) is taken and is deemed to be transferred to and vested in the Surviving Entity.

(c) Upon the merger becoming effective, the Surviving Entity will be responsible and liable for all liabilities and obligations of both the Merging Entities and the Surviving Entity. Any claim existing or action or proceeding pending by or against the Merging Entities or the Surviving Entity may be prosecuted as if such merger had not taken place, or the Surviving Entity may be substituted in the action for the Merging Entities.

(d) The officers of the constituent entities are hereby authorized to execute all deeds, assignments and other documents of every nature which may be needed or desirable to effectuate a full and complete transfer of ownership as herein authorized.

(e) The officers of the Surviving Entity will remain as the officers until their successors are appointed as provided under the organizational documents of the Surviving Entity.

4. The manner and basis of converting the interests of the Merging Entities into interests or other securities or obligations, as the case may be, of the Surviving Entity, in whole or in part, into cash or other property are as follows: The interest in the Merging Entities shall be extinguished without the issuance of any further securities.

5. The organizational documents of the Surviving Entity shall not be amended or changed as a result of this merger.


6. The Merging Entities and the Surviving Entity stipulate that they will cause to be executed and filed any document or documents prescribed by the laws of the State of Florida, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

7. Other provisions of the merger are as follows: The merger shall become effective as of December 31st, 2011 at 11:59 p.m.

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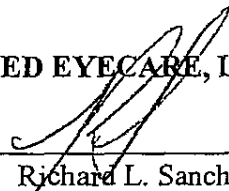
IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by the Member of each of the Merging Entities and the Member of the Surviving Entity have caused this Agreement and Plan of Merger to be executed by an authorized officer of each of the Merging Entities and of the Surviving Entity as the respective act, deed and agreement of each constituent entity with an effective date of the 31st day of December, 2011.

ALLIED EYECARE, LLC

By: 
Richard L. Sanchez, President

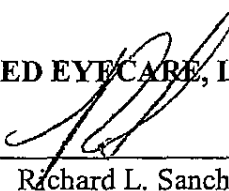
ADVANTICA BALTIMORE, LLC

By: **ALLIED EYECARE, LLC, sole member**

By: 
Richard L. Sanchez, President

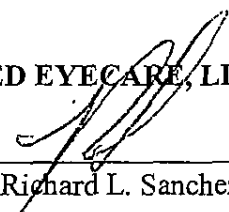
ADVANTICA DC - NOVA, LLC

By: **ALLIED EYECARE, LLC, sole member**

By: 
Richard L. Sanchez, President

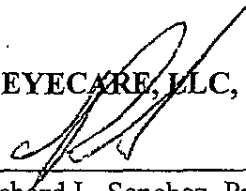
ADVANTICA SOUTHWEST VIRGINIA, LLC

By: **ALLIED EYECARE, LLC, sole member**

By: 
Richard L. Sanchez, President

ADVANTICA VIRGINIA, LLC

By: **ALLIED EYECARE, LLC, sole member**

By: 
Richard L. Sanchez, President

**WRITTEN CONSENT OF
THE SOLE MEMBER OF
ADVANTICA DC - NOVA, LLC
ADOPTING AN AGREEMENT OF MERGER**

AGREEMENT OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, effective as of the 31st day of December, 2011, at 11:59 p.m. is entered into by and between Allied EyeCare, LLC, a Florida limited liability company, Advantica Baltimore, LLC, a Florida limited liability company, Advantica DC - Nova, LLC, a Florida limited liability company, Advantica Southwest Virginia, LLC, a Florida limited liability company and Advantica Virginia, LLC, a Florida limited liability company.

RECITALS

WHEREAS Allied EyeCare, LLC, Advantica Baltimore, LLC, Advantica DC - Nova, LLC, Advantica Southwest Virginia, LLC and Advantica Virginia, LLC declare it advisable and to the advantage, welfare, and best interests of said limited liability companies, and their respective members to merge Advantica Baltimore, LLC, Advantica DC - Nova, LLC, Advantica Southwest Virginia, LLC and Advantica Virginia, LLC with and into Allied EyeCare, LLC pursuant to the provisions of Chapter 608 of the Florida Limited Liability Company Act upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

AGREEMENT

1. The names of the constituent entities proposing to merge are Advantica Baltimore, LLC, Advantica DC - Nova, LLC, Advantica Southwest Virginia, LLC and Advantica Virginia, LLC (the "Merging Entities") and Allied EyeCare, LLC (the "Surviving Entity").
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3. The terms and conditions of the merger are as follows:
 - (a) Upon the merger becoming effective, the separate existence of the Merging Entities cease. The Surviving Entity will thereupon and thereafter possess all rights, privileges, immunities, powers and franchises possessed by each of the Merging Entities and the Surviving Entity and will be subject to all restrictions, disabilities and duties of both the Merging Entities

and the Surviving Entity to the extent such rights, privileges, immunities, powers, franchises, restrictions, disabilities and duties are applicable to the form of existence of the Surviving Entity.

(b) Upon the merger becoming effective, all rights, causes of action, property and assets of whatsoever kind or description (whether real, personal, tangible or intangible) of both the Merging Entities and the Surviving Entity, and all debts due on whatever account to either of them (including subscriptions for shares, promises to make capital contributions and all other causes of action belonging to either of them) is taken and is deemed to be transferred to and vested in the Surviving Entity.

(c) Upon the merger becoming effective, the Surviving Entity will be responsible and liable for all liabilities and obligations of both the Merging Entities and the Surviving Entity. Any claim existing or action or proceeding pending by or against the Merging Entities or the Surviving Entity may be prosecuted as if such merger had not taken place, or the Surviving Entity may be substituted in the action for the Merging Entities.

(d) The officers of the constituent entities are hereby authorized to execute all deeds, assignments and other documents of every nature which may be needed or desirable to effectuate a full and complete transfer of ownership as herein authorized.

(e) The officers of the Surviving Entity will remain as the officers until their successors are appointed as provided under the organizational documents of the Surviving Entity.

4. The manner and basis of converting the interests of the Merging Entities into interests or other securities or obligations, as the case may be, of the Surviving Entity, in whole or in part, into cash or other property are as follows: The interest in the Merging Entities shall be extinguished without the issuance of any further securities.

5. The organizational documents of the Surviving Entity shall not be amended or changed as a result of this merger.

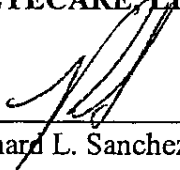
6. The Merging Entities and the Surviving Entity stipulate that they will cause to be executed and filed any document or documents prescribed by the laws of the State of Florida, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

7. Other provisions of the merger are as follows: The merger shall become effective as of December 31st, 2011 at 11:59 p.m.

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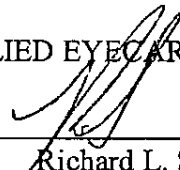
IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by the Member of each of the Merging Entities and the Member of the Surviving Entity have caused this Agreement and Plan of Merger to be executed by an authorized officer of each of the Merging Entities and of the Surviving Entity as the respective act, deed and agreement of each constituent entity with an effective date of the 31st day of December, 2011.

ALLIED EYECARE, LLC

By: 
Richard L. Sanchez, President

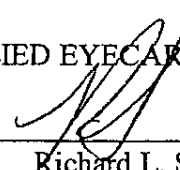
ADVANTICA BALTIMORE, LLC

By: ALLIED EYECARE, LLC, sole member

By: 
Richard L. Sanchez, President

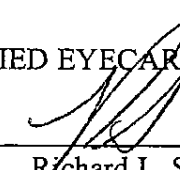
ADVANTICA DC - NOVA, LLC

By: ALLIED EYECARE, LLC, sole member

By: 
Richard L. Sanchez, President

ADVANTICA SOUTHWEST VIRGINIA, LLC

By: ALLIED EYECARE, LLC, sole member

By: 
Richard L. Sanchez, President

ADVANTICA VIRGINIA, LLC

By: ALLIED EYECARE, LLC, sole member

By: 
Richard L. Sanchez, President

**WRITTEN CONSENT OF
THE SOLE MEMBER OF
ADVANTICA SOUTHWEST VIRGINIA, LLC
ADOPTING AN AGREEMENT OF MERGER**

AGREEMENT OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, effective as of the 31st day of December, 2011, at 11:59 p.m. is entered into by and between Allied EyeCare, LLC, a Florida limited liability company, Advantica Baltimore, LLC, a Florida limited liability company, Advantica DC - Nova, LLC, a Florida limited liability company, Advantica Southwest Virginia, LLC, a Florida limited liability company and Advantica Virginia, LLC, a Florida limited liability company.

RECITALS

WHEREAS Allied EyeCare, LLC, Advantica Baltimore, LLC, Advantica DC - Nova, LLC, Advantica Southwest Virginia, LLC and Advantica Virginia, LLC declare it advisable and to the advantage, welfare, and best interests of said limited liability companies, and their respective members to merge Advantica Baltimore, LLC, Advantica DC - Nova, LLC, Advantica Southwest Virginia, LLC and Advantica Virginia, LLC with and into Allied EyeCare, LLC pursuant to the provisions of Chapter 608 of the Florida Limited Liability Company Act upon the terms and conditions hereinafter set forth;

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and the Surviving Entity to the extent such rights, privileges, immunities, powers, franchises, restrictions, disabilities and duties are applicable to the form of existence of the Surviving Entity.

(b) Upon the merger becoming effective, all rights, causes of action, property and assets of whatsoever kind or description (whether real, personal, tangible or intangible) of both the Merging Entities and the Surviving Entity, and all debts due on whatever account to either of them (including subscriptions for shares, promises to make capital contributions and all other causes of action belonging to either of them) is taken and is deemed to be transferred to and vested in the Surviving Entity.

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(d) The officers of the constituent entities are hereby authorized to execute all deeds, assignments and other documents of every nature which may be needed or desirable to effectuate a full and complete transfer of ownership as herein authorized.

(e) The officers of the Surviving Entity will remain as the officers until their successors are appointed as provided under the organizational documents of the Surviving Entity.

4. The manner and basis of converting the interests of the Merging Entities into interests or other securities or obligations, as the case may be, of the Surviving Entity, in whole or in part, into cash or other property are as follows: The interest in the Merging Entities shall be extinguished without the issuance of any further securities.

5. The organizational documents of the Surviving Entity shall not be amended or changed as a result of this merger.

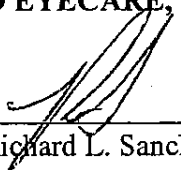
6. The Merging Entities and the Surviving Entity stipulate that they will cause to be executed and filed any document or documents prescribed by the laws of the State of Florida, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

7. Other provisions of the merger are as follows: The merger shall become effective as of December 31st, 2011 at 11:59 p.m.

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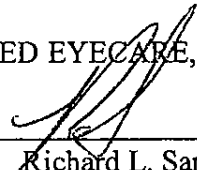
IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by the Member of each of the Merging Entities and the Member of the Surviving Entity have caused this Agreement and Plan of Merger to be executed by an authorized officer of each of the Merging Entities and of the Surviving Entity as the respective act, deed and agreement of each constituent entity with an effective date of the 31st day of December, 2011.

ALLIED EYECARE, LLC

By: 
Richard L. Sanchez, President

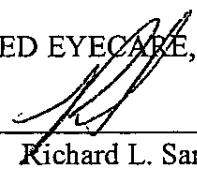
ADVANTICA BALTIMORE, LLC

By: ALLIED EYECARE, LLC, sole member

By: 
Richard L. Sanchez, President

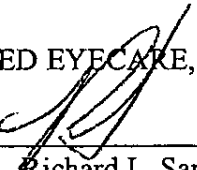
ADVANTICA DC - NOVA, LLC

By: ALLIED EYECARE, LLC, sole member

By: 
Richard L. Sanchez, President

ADVANTICA SOUTHWEST VIRGINIA, LLC

By: ALLIED EYECARE, LLC, sole member

By: 
Richard L. Sanchez, President

ADVANTICA VIRGINIA, LLC

By: ALLIED EYECARE, LLC, sole member

By: 
Richard L. Sanchez, President

**WRITTEN CONSENT OF
THE SOLE MEMBER OF
ADVANTICA VIRGINIA, LLC
ADOPTING AN AGREEMENT OF MERGER**

AGREEMENT OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, effective as of the 31st day of December, 2011, at 11:59 p.m. is entered into by and between Allied EyeCare, LLC, a Florida limited liability company, Advantica Baltimore, LLC, a Florida limited liability company, Advantica DC - Nova, LLC, a Florida limited liability company, Advantica Southwest Virginia, LLC, a Florida limited liability company and Advantica Virginia, LLC, a Florida limited liability company.

RECITALS

WHEREAS Allied EyeCare, LLC, Advantica Baltimore, LLC, Advantica DC - Nova, LLC, Advantica Southwest Virginia, LLC and Advantica Virginia, LLC declare it advisable and to the advantage, welfare, and best interests of said limited liability companies, and their respective members to merge Advantica Baltimore, LLC, Advantica DC - Nova, LLC, Advantica Southwest Virginia, LLC and Advantica Virginia, LLC with and into Allied EyeCare, LLC pursuant to the provisions of Chapter 608 of the Florida Limited Liability Company Act upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

AGREEMENT

1. The names of the constituent entities proposing to merge are Advantica Baltimore, LLC, Advantica DC - Nova, LLC, Advantica Southwest Virginia, LLC and Advantica Virginia, LLC (the "Merging Entities") and Allied EyeCare, LLC (the "Surviving Entity").
2. Pursuant to the provisions of the Florida Limited Liability Company Act, the Merging Entities shall be merged with and into the Surviving Entity.
3. The terms and conditions of the merger are as follows:
 - (a) Upon the merger becoming effective, the separate existence of the Merging Entities cease. The Surviving Entity will thereupon and thereafter possess all rights, privileges, immunities, powers and franchises possessed by each of the Merging Entities and the Surviving Entity and will be subject to all restrictions, disabilities and duties of both the Merging Entities

and the Surviving Entity to the extent such rights, privileges, immunities, powers, franchises, restrictions, disabilities and duties are applicable to the form of existence of the Surviving Entity.

(b) Upon the merger becoming effective, all rights, causes of action, property and assets of whatsoever kind or description (whether real, personal, tangible or intangible) of both the Merging Entities and the Surviving Entity, and all debts due on whatever account to either of them (including subscriptions for shares, promises to make capital contributions and all other causes of action belonging to either of them) is taken and is deemed to be transferred to and vested in the Surviving Entity.

(c) Upon the merger becoming effective, the Surviving Entity will be responsible and liable for all liabilities and obligations of both the Merging Entities and the Surviving Entity. Any claim existing or action or proceeding pending by or against the Merging Entities or the Surviving Entity may be prosecuted as if such merger had not taken place, or the Surviving Entity may be substituted in the action for the Merging Entities.

(d) The officers of the constituent entities are hereby authorized to execute all deeds, assignments and other documents of every nature which may be needed or desirable to effectuate a full and complete transfer of ownership as herein authorized.

(e) The officers of the Surviving Entity will remain as the officers until their successors are appointed as provided under the organizational documents of the Surviving Entity.

4. The manner and basis of converting the interests of the Merging Entities into interests or other securities or obligations, as the case may be, of the Surviving Entity, in whole or in part, into cash or other property are as follows: The interest in the Merging Entities shall be extinguished without the issuance of any further securities.

5. The organizational documents of the Surviving Entity shall not be amended or changed as a result of this merger.

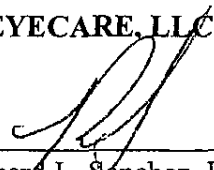
6. The Merging Entities and the Surviving Entity stipulate that they will cause to be executed and filed any document or documents prescribed by the laws of the State of Florida, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

7. Other provisions of the merger are as follows: The merger shall become effective as of December 31st, 2011 at 11:59 p.m.

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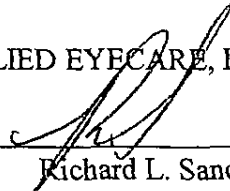
IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by the Member of each of the Merging Entities and the Member of the Surviving Entity have caused this Agreement and Plan of Merger to be executed by an authorized officer of each of the Merging Entities and of the Surviving Entity as the respective act, deed and agreement of each constituent entity with an effective date of the 31st day of December, 2011.

ALLIED EYECARE, LLC

By: 
Richard L. Sanchez, President

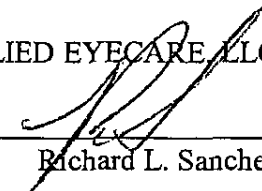
ADVANTICA BALTIMORE, LLC

By: ALLIED EYECARE, LLC, sole member

By: 
Richard L. Sanchez, President

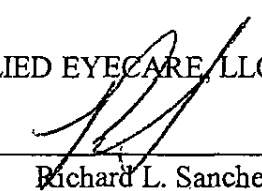
ADVANTICA DC - NOVA, LLC

By: ALLIED EYECARE, LLC, sole member

By: 
Richard L. Sanchez, President

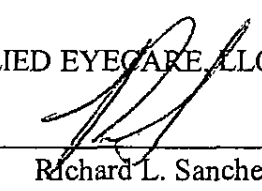
ADVANTICA SOUTHWEST VIRGINIA, LLC

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Richard L. Sanchez, President

ADVANTICA VIRGINIA, LLC

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