

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Plan"), dated as of September 22, 2015, is between Alaska Vision Services, Inc. ("VSP-AK") and VSP Vision Care, Inc., ("VSP-VA"), a Virginia not-for-profit optometric services corporation that is also a licensed health care service contract.

WITNESSETH:

WHEREAS, VSP-AK is organized under the Laws of the State of Alaska;

WHEREAS, VSP-VA is a not-for-profit insurance company organized under the Laws of the State of Virginia;

WHEREAS, for the purpose of, among other things, reducing administrative costs and burdens, the Boards of Directors of VSP-AK and VSP-VA, having approved this Plan in accordance with the laws of their respective state of incorporation, deem it to be in the best interests: of maintaining and operating a voluntary nonprofit vision care plan to provide care to subscribers to such plan under contracts which entitle the subscribers to certain eye care; of providing eye care to medically underserved persons, whether or not subscribers to such plan; of providing public education regarding vision and vision care; and of performing such services in a manner that benefits the community; for VSP-AK to be merged with and into VSP-VA.

NOW, THEREFORE, in accordance with the laws of the states of incorporation of each party hereto, and in consideration of the mutual covenants and agreements contained herein, VSP-AK and VSP-VA agree as follows:

ARTICLE 1

The Merger

1.1 VSP-AK hereby agrees that it shall merge with and into VSP-VA (the "Merger") and that the terms and conditions of the Merger, the mode of carrying them into effect and other desirable details of the Mergers shall be as set forth herein.

1.2 If this Plan is not terminated as provided in Article 7 of this Agreement, the Merger shall become effective as of 12:00:00 midnight (Anchorage, Alaska time) on November 1, 2015 (the "Effective Time"). For clarity, this effective time is the exact moment when October 31, 2015 has ended and November 1, 2015 has begun.

ARTICLE 2

Effect of the Merger

2.1 At the Effective Time, VSP-AK shall be merged with and into VSP-VA, and the separate corporate existence of VSP-AK shall thereupon cease. VSP-VA shall be the surviving corporation (the "Surviving Corporation"), and the separate corporate existence of VSP-VA, with all

its purposes, objects, rights, privileges, powers and franchises, shall continue unaffected and unimpaired.

2.2 At the Effective Time, the effect of the Merger shall be as provided by the laws of the respective states of incorporation of the parties hereto.

2.3 At the Effective Time, VSP-AK shall cease to exist and its assets and liabilities shall be transferred to VSP-VA.

2.4 Prior to the Effective Time, VSP-VA shall amend and re-file its bylaws with and obtain the written approval or non-disapproval of the Virginia Bureau of Insurance to add the following as article XI of those bylaws:

“ARTICLE XI

DISSOLUTION OR CESSATION OF ALASKA BUSINESS

Upon dissolution of this corporation or cessation of its writing business in Alaska, after making adequate provision for debts and obligations, the first \$8.8 million (\$8,800,000.00) of the balance remaining shall be distributed to an Alaska charitable, educational, research, scientific, or health institution, organization or association, to be expended in the advancement of optometry. Notwithstanding Article X of these bylaws, the first sentences of this Article XI cannot be amended without the prior written approval of the Alaska Division of Insurance. After the requirements of the first sentence of this Article XI have been met, the balance remaining shall be distributed to a charitable, educational, research, scientific, or health institution, organization or association, to be expended in the advancement of optometry.”

2.5 VSP-VA hereby represents and warrants that after the merger charitable activities within Alaska shall continue, including, but not limited to, the continuance of: charitable eyecare activities (including such activities in rural locations), optometric education, and community-based, charitable eye care benefitting students and others who lack vision insurance.

2.6 Upon any future dissolution of VSP-VA or the cessation of its writing business in Alaska, after making adequate provision for debts and obligations, the first \$8.8 million (\$8,800,000.00) of the balance remaining shall be distributed to an Alaska charitable, educational, research, scientific, or health institution, organization or association, to be expended in the advancement of optometry. VSP-VA will establish a separate interest bearing account in the name of VSP-VA and specifically earmarked as being held “For Alaska charitable purposes in accordance with Article XI of company bylaws” and the account shall at all times contain an amount at least equal to an \$8.2 million (\$8,200,000.00) initial deposit. Any interest accrued by the account will remain in the account until disbursed in accordance with this agreement. Any disbursements from this account require the express written consent of the Director of the Alaska Division of Insurance. The fact that the minimum dollar amount of the initial deposit requirement is less than the aforementioned \$8.8 million (\$8,800,000.00) distribution requirement in no way diminishes, nor shall it be construed in any way to diminish, the distribution requirement in the stated higher amount.

ARTICLE 3

Certificate of Incorporation

The Certificate of Incorporation of VSP-VA as in effect immediately prior to the Effective Time shall be, upon and subsequent to the Effective Time until further amended in accordance with law, the Certificate of Incorporation of the surviving corporation.

ARTICLE 4

By-Laws

The By-Laws of VSP-VA as in effect immediately prior to the Effective Time shall be upon and subsequent to the Effective Time until further amended in accordance with law, the By-Laws of the Surviving Corporation.

ARTICLE 5

Directors and Officers; Principal Office

The Directors, Officers, and Principal Office of the Surviving Corporation at the Effective Time of the Merger shall be upon and subsequent to the Effective Time until further amended in accordance with law, the Directors, Officers, and Principal Office, respectively, of the Surviving Corporation.

ARTICLE 6

Service of Process

VSP-VA, the surviving corporation to the Merger, intends to transact business in, among other states, the State of Alaska, and shall comply with the provisions of the laws of each state, including the State of Alaska, in which it transacts business.

ARTICLE 7

Termination of Merger

This Plan may be terminated and the Merger abandoned by appropriate mutual action taken by the directors of each of the parties at any time prior to the filing of the Articles and Certificates of Merger. In the event of the termination of this Agreement as provided above, this Agreement shall forthwith become null and void, and there shall be no liability on the part of either VSP-AK or VSP-VA with respect thereto.

ARTICLE 8

Condition Precedent

This Plan shall be null and void unless, prior to the Effective Time, the prior written approval or non-disapproval has been obtained from appropriate Alaska and Virginia regulatory agencies having relevant jurisdiction, including, but not necessarily limited to, the Alaska Division of Insurance and the Virginia Bureau of Insurance.

IN WITNESS WHEREOF, the parties hereto have caused this Plan to be executed by their duly authorized officers as of the date first above written.

Alaska Vision Services, Inc.

By _____
James M. McGrann, Secretary

VSP Vision Care, Inc. (VA)

By _____
James Robinson Lynch, President