

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

DATE OF REPORT (DATE OF EARLIEST EVENT REPORTED) May 18, 2001

NATIONAL VISION, INC.

(Exact name of registrant as specified in its charter)

Commission File No: 0-20001

Georgia
(State or other jurisdiction of
incorporation or organization)

58-1910859
(I.R.S. employer identification
number)

296 Grayson Highway
Lawrenceville, Georgia 30045
(Address of principal executive offices)

(770)-822-3600
(Registrant's telephone number, including area code)

VISTA EYECARE, INC.

(Former name or former address, if changed since last report)

ITEM 3. Bankruptcy or Receivership.

On May 18, 2001, the U.S. Bankruptcy Court for the Northern District of Georgia entered an order approving the Company's plan of reorganization. The order became final on May 29, 2001 and the plan became effective on May 31, 2001. On May 31, 2001, the Company issued a press release, attached hereto as Exhibit 99.1, announcing that the plan of reorganization had become effective.

Under the plan, all existing equity interests and debt of the Company are cancelled. The Company will issue to unsecured creditors on a pro rata basis its \$120 million secured notes due 2009 and five million shares of common stock. The notes provide for semi-annual payments of interest and bear interest of 12% per annum. The notes also provide for semi-annual redemptions out of Excess Cash Flow (as defined). Approximately \$98 million of the notes and 4 million of the common shares will be issued shortly after the effective date; the remaining \$22 million notes and 1 million shares of common stock will be placed in a disputed claim reserve and will be distributed upon resolution of the disputed claims. The plan provides for payment in full of secured claims. No assurances can be given as to the price at which the debt and equity securities may trade or as to the availability of Excess Cash Flow.

A copy of the plan as confirmed is attached hereto as Exhibit 2.1. A copy of a modification of the plan is attached hereto as Exhibit 2.2. Information as to assets and liabilities of the Company as of June 1, 2001 is attached hereto as Exhibit 99.2.

On May 18, 2001, the Company changed its name to National Vision, Inc.

ITEM 7. Financial Statements and Exhibits.

(c)

Exhibits

- | | |
|------|---|
| 2.1 | First Amended Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code, filed by Vista Eyecare, Inc. and Certain of its Debtor Subsidiaries |
| 2.2 | Modification to First Amended Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code, filed by Vista Eyecare, Inc. and Certain of its Debtor Subsidiaries and First Amended Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code, filed by Frame-N-Lens Optical, Inc.; Midwest Vision, Inc.; New West Eyeworks, Inc.; and certain of Their Debtor Subsidiaries. |
| 99.1 | Press Release dated May 31, 2001 |
| 99.2 | Projections and Valuation Analysis, Vista Eyecare, Inc. Pro-Forma Reorganized Balance Sheet June 1, 2001 (Unaudited) |

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

NATIONAL VISION, INC.

(Registrant)

BY: Angus C. Morrison
Angus C. Morrison
Senior Vice President, Chief Financial
Officer and Treasurer

Dated: May 31, 2001

PARENT PLAN OF REORGANIZATION

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:	:	CASE NOS. 00-65214 TO 00-65224
	:	
VISTA EYECARE, INC., F/K/A NATIONAL	:	CHAPTER 11
VISION ASSOCIATES, LTD., ET AL.,	:	
	:	JUDGE JAMES E. MASSEY
	:	
DEBTORS.	:	JOINTLY ADMINISTERED
	:	

FIRST AMENDED JOINT PLAN OF REORGANIZATION UNDER
CHAPTER 11, TITLE 11, UNITED STATES CODE,
FILED BY VISTA EYECARE, INC. AND CERTAIN OF ITS DEBTOR SUBSIDIARIES

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ARTICLE I. INTRODUCTION

Vista Eyecare, Inc., f/k/a National Vision Associates, Ltd., and certain of its debtor subsidiaries, specifically, International Vision Associates, Ltd.; NVAL Healthcare Systems, Inc.; and Vista Optical Express, Inc.; debtors in possession in the above-referenced Chapter 11 Cases (collectively referred to hereinafter as the "Debtors"), propose the following First Amended Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code, Filed by Vista Eyecare, Inc. and Certain of Its Debtor Subsidiaries (the "Plan").

The Debtors commenced these cases by filing voluntary Chapter 11 petitions with the Bankruptcy Court on April 5, 2000. The Debtors have operated as debtors in possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code since the Chapter 11 filings.

ARTICLE II. DEFINITIONS

The following terms, when used in this Plan, shall have the following respective meanings unless the context otherwise requires:

"Administrative Claim" shall mean any Claim for payment of any cost or expense of administration in connection with the Chapter 11 Cases entitled to priority under Sections 503(b), 507(a)(1), or 365(d)(3) of the Bankruptcy Code, including but not limited to, any actual and necessary expense of preserving the Estates of the Debtors, or any of them, any indebtedness, liability, responsibility, or obligation which arose or was incurred or assumed by the Debtors, or any of them, as Debtors in Possession in connection with the conduct of their business or otherwise, or any Claim which arose out of the conduct or activities of the Debtors, or any of them, subsequent to the Petition Date and prior to the Confirmation Date, including, without limitation, all professional compensation and expense reimbursement approved and Allowed by the Bankruptcy Court, any costs of making distributions and providing notices and Ballots with respect to the Plan, and all fees and charges assessed against the Estates pursuant to Section 1930, Title 28, United States Code. Administrative Claims shall not include DIP Financing Claims.

"Administrative Claim Bar Date" shall mean the last date established for filing Administrative Claims, as ordered by the Bankruptcy Court.

"Administrative, Priority, and Convenience Claims Reserve" has the meaning assigned to such term in Section 8.4 of the Plan.

"Affiliate" has the meaning set forth in 11 U.S.C. Section 101(2).

"Allowed," with reference to any Claim (except an Administrative Claim), means (a) any Claim against the Debtors, or any of them, that has been or hereafter is listed by any of the Debtors on their Schedules (as such may be amended from time to time in accordance with Bankruptcy Rule 1009) as liquidated in amount and is not listed as disputed, contingent, or unliquidated and for which no proof of claim is filed on or prior to the Bar Date; (b) any Claim

against any of the Debtors, proof of which was filed on or before the Bar Date and which is not (i) Disputed within the applicable period of limitation fixed by this Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, (ii) Contingent, (iii) unliquidated, or (iv) filed in an undetermined or unspecified amount; or (c) any Claim against any of the Debtors, the amount or existence of which, if Disputed, has been allowed for purposes of distribution by Final Order of the Bankruptcy Court, but only to the extent of such allowance. Any Claims allowed solely for the purpose of voting on the Plan pursuant to an order of the Bankruptcy Court shall not be considered as "Allowed" for purposes of this definition. Except as otherwise provided in the Plan, with reference to an Administrative Claim, "Allowed" means approval by Final Order, after notice and a hearing pursuant to Section 503(b) of the Bankruptcy Code, of a request for payment of an Administrative Claim.

"Available Notes" shall mean all New Senior Notes to be distributed to holders of Allowed General Unsecured Claims, less the number of New Senior Notes deposited into the Disputed Claims Reserve.

"Available Shares" shall mean all shares of New Common Stock to be distributed to the holders of Allowed General Unsecured Claims, less the number of shares of New Common Stock deposited into the Disputed Claims Reserve.

"Ballots" shall mean each of the ballot forms distributed with the Disclosure Statement to each holder of an Impaired Claim (other than to holders not entitled to vote on the Plan) upon which is to be indicated, among other things, acceptance or rejection of the Plan.

"Bankruptcy Code" shall mean 11 U.S.C. Sections 101 et. seq., as now in effect or hereafter amended with retroactive applicability to these Chapter 11 Cases.

"Bankruptcy Court" shall mean the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division.

"Bankruptcy Rules" shall mean the Federal Rules of Bankruptcy Procedure, as prescribed by the United States Supreme Court, and local rules of the Bankruptcy Court, as the context may require, as now in effect or hereafter amended with retroactive applicability to these Chapter 11 Cases.

"Bar Date" shall mean the last date for filing Claims, established as December 15, 2000, for these Chapter 11 Cases, as ordered by the Bankruptcy Court pursuant to that certain Order and Notice Fixing Time for Filing Proofs of Claim, entered October 13, 2000, or such later date as may be established, pursuant to Bankruptcy Rules 3003(c)(3) and 3002(c)(4), by order of the Bankruptcy Court with respect to Claims related to the rejection of executory contracts and unexpired leases occurring after December 15, 2000. The Bar Date for unexpired leases and executory contracts that are deemed rejected pursuant to Section 9.1 of this Plan shall be thirty (30) days after entry of the Confirmation Order, as provided for in Section 9.2 of this Plan.

"Business Day" shall mean any day except Saturday, Sunday, or any other day on which commercial banks are authorized by law in the State of Georgia to close, or any day designated in Bankruptcy Rule 9006(a) as a "legal holiday."

"Cash" shall mean cash and cash equivalents.

"Chapter 11 Cases" shall mean the Chapter 11 cases commenced by Vista Eyecare, Inc. and its Debtor Subsidiaries, being styled, IN RE: VISTA EYECARE, INC., ET AL., Chapter 11 Case Nos. 00-65214 to 00-65224, Jointly Administered, Judge James E. Massey, currently pending in the Bankruptcy Court.

"Claim," as against the Debtors, or any of them, shall mean a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or the right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

"Class" shall mean a group of Claims or Equity Interests which are substantially similar to each other as classified pursuant to the Plan.

"Collateral" means any property or interest in property of the Estates of any of the Debtors subject to a Lien that secures, in whole or in part, whether by agreement, statute, or judicial decree, the payment of a Claim.

"Committee" means the Official Committee of Unsecured Creditors appointed by the United States Trustee in the Debtors' Chapter 11 Cases, as constituted from time to time.

"Confirmation Date" shall mean the date on which the Bankruptcy Court enters the Confirmation Order.

"Confirmation Hearing" means the hearing to consider confirmation of the Plan pursuant to Section 1128 of the Bankruptcy Code, as it may be adjourned or continued from time to time.

"Confirmation Order" shall mean the order of the Bankruptcy Court confirming the Plan pursuant to Section 1129 of the Bankruptcy Code.

"Consolidated Subsidiaries" shall mean International Vision Associates, Ltd.; NVAL Healthcare Systems, Inc.; and Vista Optical Express, Inc.

"Contingent," with reference to a Claim, means a Claim that has not accrued and that is dependent on a future event that may or may not occur.

"Convenience Claim" means and includes any Claim which would otherwise be a General Unsecured Claim that (i) is Allowed in an amount of \$1,500 or less and (ii) is Allowed in the amount of greater than \$1,500 but which is reduced to \$1,500 by the election of the holder thereof pursuant to the holder's Ballot.

"Creditor" shall mean a Person that has a Claim against any of the Debtors that arose at the time of or before the Petition Date; or a Person that has a Claim against the Estate of any of the Debtors of a kind specified in Sections 502(g), 502(h), or 502(i) of the Bankruptcy Code.

"Debt" means liability on a Claim.

"Debtor Subsidiaries" shall mean Frame-n-Lens Optical, Inc., Midwest Vision, Inc., New West Eyeworks, Inc., Family Vision Centers, Inc.; Vision Administrators, Inc.; Alexis Holding Company, Inc.; Vista Eyecare Network, LLC; International Vision Associates, Ltd.; NVAL Healthcare Systems, Inc.; and Vista Optical Express, Inc.

"Debtors" shall mean Vista Eyecare, Inc., f/k/a National Vision Associates, Ltd.; International Vision Associates, Ltd.; NVAL Healthcare Systems, Inc.; and Vista Optical Express, Inc.

"Debtors in Possession" shall mean the Debtors in their capacity as debtors in possession in the Chapter 11 Cases pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

"DIP Credit Facility" means that certain \$25,000,000 Senior Secured, Super-Priority Debtor-in-Possession Loan and Security Agreement, dated as of April 6, 2000, by and among Vista Eyecare, Inc., the Debtor Subsidiaries, and Foothill Capital Corporation, as it may be amended from time to time.

"DIP Financing Claims" shall mean all Claims arising under or relating to the DIP Credit Facility and all agreements and instruments relating thereto.

"Disclosure Statement" means the First Amended Disclosure Statement to Accompany First Amended Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code, Filed by Vista Eyecare, Inc. and Certain of Its Debtor Subsidiaries and First Amended Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code, Filed by Frame-n-Lens Optical, Inc.; Midwest Vision, Inc.; New West Eyeworks, Inc.; and Certain of Their Debtor Subsidiaries, as approved by the Bankruptcy Court pursuant to Section 1125 of the Bankruptcy Code and Bankruptcy Rule 3017 in connection with this Plan, as such disclosure statement may be modified, amended, or supplemented from time to time, together with all exhibits, schedules, addenda, or other attachments, if any.

"Disputed," with reference to a Claim, means (a) any Claim, proof of which was not timely or properly filed and which has been or hereafter is listed on the Schedules of any of the Debtors as unliquidated, disputed, or contingent, or is not listed on the Schedules; (b) any Claim as to which the Debtors, the Committee, or any other party in interest has filed an objection, action to equitably subordinate or otherwise limit recovery thereof, or request for estimation on or prior to the applicable limitation period for objections fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, except to the extent that such objection, equitable subordination action, or request for estimation is withdrawn or determined by a Final Order in favor of the holder of such Claim; or (c) any Contingent Claim or any Claim which is unliquidated or filed in an undetermined or unspecified amount. A Claim that is "Disputed" under subsection (b) of the definition shall cease to be a Disputed Claim upon the withdrawal of such objection, equitable subordination action, or request for estimation or a determination thereon by a Final Order in favor of the holder of such Claim but only to the extent such Claim is Allowed.

"Disputed Claims Reserve" means any New Senior Notes and shares of New Common Stock issued to the New Notes Indenture Trustee and the Transfer Agent, respectively, for distribution to holders of Disputed Claims on Subsequent Distribution Dates and the Final Distribution Date pursuant to Section 7.3 of the Plan, if and when such Claims are Allowed.

"Effective Date" shall be the later of (a) a Business Day determined by the Debtors, not earlier than 5 days nor later than 15 days, after the entry of the Confirmation Order, or (b) the first Business Day on which all of the conditions specified in Sections 10.1 and 10.2 of the Plan have either been satisfied or waived in accordance with Section 10.3 of the Plan.

"Equity Interest" or "Interest" means (a) a share in any of the Debtors, whether or not transferable or denominated "stock" or a similar security; (b) interest of a limited partner in a limited partnership or limited liability company; or (b) an option, a warrant, or a right, other than a right to convert, to purchase, sell, or subscribe to a share, security, or interest of a kind specified in subparagraph (a) of this paragraph.

"Estates" shall mean the estates created in these Chapter 11 Cases pursuant to Section 541 of the Bankruptcy Code.

"Final Distribution Date" means the date on which the Reorganized Debtor makes or causes to be made a final distribution pursuant to Section 7.5 of this Plan. The Final Distribution Date shall be a date, as determined by the Reorganized Debtor, after resolution of all Disputed Claims.

"Final Order" shall mean an order or judgment of a court of competent jurisdiction as entered on its docket that has not been reversed, stayed pursuant to Bankruptcy Rule 8005 or any other applicable rule of civil or appellate procedure, modified, or amended, and as to which the time to appeal, petition for certiorari, or seek reargument or rehearing has expired, and as to which no notice of appeal, petition for certiorari, or motion for reargument or

rehearing was timely filed, or as to which any right to appeal, petition for certiorari, or seek reargument or rehearing has been waived in writing in a manner satisfactory to the Reorganized Debtor, or, if a notice of appeal, petition for certiorari, motion for reargument or rehearing was timely filed, the order or judgment has been affirmed by the highest court to which the order or judgment was appealed or from which the reargument or rehearing was sought, or certiorari has been denied, and the time to file any further appeal or to petition for certiorari or to seek further reargument or rehearing has expired.

"FNL" means Frame-n-Lens Optical, Inc.

"General Unsecured Claim" shall mean an Unsecured Claim that is not entitled to priority under Section 507(a) of the Bankruptcy Code.

"Impaired" means, when used with reference to a Claim, a Claim that is impaired within the meaning of Section 1124 of the Bankruptcy Code.

"Indenture Trustee" means, with respect to the Senior Note Indenture, State Street Bank and Trust Company, in its capacity as trustee under such indenture.

"Intercompany Claim" means any Claim held by any Debtor or Affiliate against any other Debtor or Affiliate.

"Late Claim" means any Claim filed after the Bar Date applicable to that Claim.

"Lien" means charge against or interest in property to secure payment of a Debt or performance of an obligation.

"Midwest" means Midwest Vision, Inc.

"New Common Stock" means shares of common stock, par value \$0.01 per share, of the Reorganized Debtor, authorized pursuant to the certificate of incorporation of the Reorganized Debtor.

"New Notes Indenture" means the indenture between the Reorganized Debtor, as issuer, and the New Notes Indenture Trustee, pursuant to which the New Senior Notes will be issued.

"New Notes Indenture Trustee" means the bank or trust company that will serve as trustee under the New Notes Indenture.

"New Senior Notes" shall mean up to \$120 million in promissory notes authorized and to be issued pursuant to the Plan and the Subsidiaries' Plan and the New Notes Indenture, on the terms and subject to the conditions described in Exhibit "A" attached hereto.

"New West" means New West Eyeworks, Inc.

"Other Priority Claim" shall mean Claims entitled to priority pursuant to Section 507(a) of the Bankruptcy Code (other than Administrative Claims and Priority Tax Claims), including, without limitation, certain Allowed employee compensation Claims of the Debtors' employees incurred within ninety (90) days prior to the Petition Date, as described in Section 507(a)(3) of the Bankruptcy Code, and certain Claims for contributions to an employee benefit plan arising from services rendered within one hundred eighty (180) days prior to the Petition Date, as described in Section 507(a)(4) of the Bankruptcy Code.

"Other Secured Claim" shall mean any Claim, other than the DIP Financing Claims, to the extent reflected in the Schedules or a proof of claim filed as a Secured Claim, which is secured by a Lien on Collateral to the extent of the value of such Collateral, as determined in accordance with Section 506(a) of the Bankruptcy Code, or, in the event that such Claim is subject to setoff under Section 553 of the Bankruptcy Code, to the extent of such setoff.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a joint venture, an estate, a trust, an unincorporated organization, the U.S. Trustee, or a government or any particular subdivision thereof, or other entity.

"Petition Date" shall mean April 5, 2000, the date on which the Debtors filed their Chapter 11 petitions with the Bankruptcy Court commencing the Chapter 11 Cases.

"Plan" shall mean this First Amended Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code, Filed by Vista Eyecare, Inc. and Certain of Its Debtor Subsidiaries, in its present form or as it may be modified, amended, or supplemented from time to time, together with all exhibits, schedules, addenda, or other attachments, if any.

"Priority Tax Claim" means any Unsecured Claim held by a governmental unit entitled to priority in right of payment pursuant to Section 507(a)(8) of the Bankruptcy Code.

"Pro Rata" shall mean, at any time, the same proportion that the amount of a Claim in a particular Class bears to the aggregate amount of all Claims (including Disputed Claims) in such Class.

"Released Parties" shall have the meaning assigned to such term in Section 11.4 of the Plan.

"Reorganized Debtor" shall mean the Debtors, substantively consolidated with and into Vista Eyecare, Inc. (to be renamed National Vision Associates Inc. or such other name as may be designated by the Debtors) by the Bankruptcy Court on and after the Effective Date, as described in Section 6.1 of the Plan, which entity shall be, and the Confirmation Order shall so provide, the successor to the Debtors, and each of them, for all purposes.

"Schedules" shall mean the schedules of assets and liabilities filed by the Debtors with the Bankruptcy Court pursuant to Section 521(1) of the Bankruptcy Code as they have been or may be amended or supplemented from time to time in accordance with Bankruptcy Rule 1009.

"Secured Claim" shall mean a Claim which is a secured claim as defined in Section 506 of the Bankruptcy Code.

"Senior Note Claims" shall mean all Claims directly or indirectly arising from or under or related in any way to the Senior Note Indenture, the Senior Notes, and any of the documents, instruments, and agreements relating thereto, as amended, supplemented, or modified.

"Senior Note Indenture" means that certain Indenture, dated as of October 8, 1998, between National Vision Associates, Ltd., now known as Vista Eyecare, Inc., as issuer; each of the Debtor Subsidiaries (with the exception of Vista Optical Express, Inc.), and nondebtors International Vision Associates of Ontario, Ltd. and International Vision Associates of Canada, Ltd., as guarantors; and State Street Bank and Trust Company, as Indenture Trustee, pursuant to which the Senior Notes were issued, together with any amendments or supplements thereto.

"Senior Noteholders" shall mean the holders of the Senior Notes.

"Senior Notes" shall mean the \$125,000,000 12 3/4% Senior Notes, due 2005, of National Vision Associates, Ltd., now known as Vista Eyecare, Inc., issued and outstanding pursuant to the Senior Note Indenture, together with any amendments or supplements thereto.

"Subordinated Claim" means any Claim (a) payment of which is subordinated in right of treatment or payment to other Claims under an agreement enforceable under applicable non-bankruptcy law, but only to the extent provided in such agreement, (b) for reimbursement or contribution of an entity that is liable with the Debtors, or any of them, on another Creditor's Allowed Claim unless and until such Claim is paid in full; or (c) subordinated in right of treatment or payment pursuant to Sections 509(c) or 510 of the Bankruptcy Code.

"Subsequent Distribution" means any distribution of Available Shares or Available Notes made to the holders of Allowed General Unsecured Claims on a Subsequent Distribution Date in accordance with Section 7.4 of the Plan.

"Subsequent Distribution Date" means any date, as determined by the Reorganized Debtor, which is after the Effective Date and prior to the Final Distribution Date on which a distribution of Available Shares or Available Notes is made to holders of Allowed General Unsecured Claims in accordance with Section 7.4 of the Plan.

"Subsidiaries' Plan" means the First Amended Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code, Filed by Frame-n-Lens Optical, Inc.; Midwest Vision, Inc.; New West Eyeworks, Inc.; and Certain of Their Debtor Subsidiaries.

"Transfer Agent" means the transfer agent for the New Common Stock.

"Unsecured Claim" shall mean a Claim for which no property of any of the Debtors' Estates serves as security or Collateral.

"U.S. Trustee" shall mean the United States Trustee appointed pursuant to Section 581, Title 28, United States Code, to serve in the Northern District of Georgia.

"Vista" means Vista Eyecare, Inc.

In addition to the definitions set forth hereinabove, and insofar as not inconsistent or in conflict with said definitions, the words in this Plan (whether capitalized or not) shall have the meanings ascribed thereto by the Bankruptcy Code and the Bankruptcy Rules. As used in this Plan, masculine pronouns shall be deemed to include the feminine and neuter, and all terms used in the singular shall include the plural and vice versa. The words "herein," "hereof," and "hereunder" and any other words of similar import refer to the Plan as a whole, including all exhibits attached to this Plan, as the same may from time to time be amended or supplemented, and not to any particular article, section, or subdivision contained in the Plan.

ARTICLE III. CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

In accordance with Section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified for purposes of voting or receiving distributions under the Plan. Instead, all such Claims are treated as unclassified Claims on the terms set forth in Article IV of the Plan. All other Claims against and Equity Interests in the Debtors are placed in the Classes set forth below. A Claim is in a particular Class only to the extent that the Claim qualifies within the description of that Class, and (unless otherwise noted herein) is in a different Class to the extent that the remainder of the Claim qualifies within the description of some other Class. A Claim is also placed in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim is an Allowed Claim in that Class and such Claim has not been paid, released, or otherwise settled prior to the Effective Date.

The Classes of Claims of Creditors and holders of Equity Interests under this Plan are as follows:

Class 1 consists of all Other Priority Claims.

Class 2 consists of all DIP Financing Claims.

Class 3 consists of all Other Secured Claims.

Class 4 consists of all Convenience Claims. Convenience Claims are classified only in Class 4 of this Plan and shall not receive treatment under any other Classes.

Class 5 consists of all General Unsecured Claims, excluding any Convenience Claims, Late Claims, Subordinated Claims, and Intercompany Claims.

Class 6 consists of all Late Claims and Subordinated Claims. Such Claims are classified only in Class 6 of the Plan and shall not receive treatment under any other Classes.

Class 7 consists of all Intercompany Claims. Intercompany Claims are classified only in Class 7 of this Plan and shall not receive treatment under any other Classes.

Class 8 consists of all Equity Interests.

ARTICLE IV. TREATMENT OF UNCLASSIFIED ADMINISTRATIVE CLAIMS
AND PRIORITY TAX CLAIMS

SECTION 4.1. ADMINISTRATIVE CLAIMS. Except to the extent that any entity entitled to payment of any Allowed Administrative Claim agrees to a different treatment, each holder of an Allowed Administrative Claim shall receive (a) Cash in an amount equal to such Allowed Administrative Claim on the later of the Effective Date and the date such Administrative Claim becomes an Allowed Administrative Claim, or as soon after allowance as is practicable, or (b) such other treatment as the Debtors or the Reorganized Debtor and such holder shall have agreed upon in writing. Before payment by the Debtors of an Administrative Claim, a Person asserting an Administrative Claim must comply with the requisites of Section 503 of the Bankruptcy Code; provided however, no request for payment shall be required with respect to Administrative Claims that have been incurred prior to the Confirmation Date, the obligation of which is liquidated and non-contingent and was incurred by any of the Debtors in the ordinary course of their business and the administration of their respective Estates prior to the Confirmation Date. With respect to all other Administrative Claims, a request for payment must be filed by the claimant with the Bankruptcy Court on or prior to the Administrative Claim Bar Date established by the Bankruptcy Court or such claim shall be disallowed and forever barred, with the exception of fees and other charges and expenses of professionals of the Debtors and the Committee employed under Sections 327, 328, and 1103 of the Bankruptcy Code and members of the Committee for their expenses incurred in service on the Committee, which are dealt with in the next paragraph.

SECTION 4.2. PROFESSIONAL AND COMMITTEE MEMBER COMPENSATION AND REIMBURSEMENT CLAIMS. All professionals of the Debtors and the Committee and members of the Committee seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date (a) shall file with the Bankruptcy Court their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred through the Effective Date by the date that is 60 days after the Effective Date or such other date as may be fixed by the Bankruptcy Court and (b) if granted, such an award by the

Bankruptcy Court shall be paid in full in such amounts as are awarded by the Bankruptcy Court (i) on the date such Administrative Claim becomes an Allowed Administrative Claim, or as soon after allowance as is practicable or (ii) upon such other terms as may be mutually agreed upon between such holder of an Administrative Claim and the Debtors in Possession or, on and after the Effective Date, the Reorganized Debtor. All professional fees and expenses incurred by the Debtors or the Reorganized Debtor after the Effective Date shall be paid in the ordinary course of business of the Debtors or the Reorganized Debtor, without the need for filing a fee application. The Bankruptcy Court shall retain jurisdiction to resolve any dispute with respect to the payment of any such fees or expenses upon application by the affected professional.

SECTION 4.3. PRIORITY TAX CLAIMS. Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, each holder of an Allowed Priority Tax Claim shall receive, at the sole option of the Reorganized Debtor, in full and final satisfaction of such Claim: (a) Cash in an amount equal to such Allowed Priority Tax Claim on the later of the Effective Date and the date such Priority Tax Claim becomes an Allowed Priority Tax Claim, or as soon after allowance as is practicable, or (b) over a period through the sixth anniversary of the date of assessment of such Allowed Priority Tax Claim, equal annual Cash payments in an aggregate amount equal to such Allowed Priority Tax Claim, together with interest (i) with respect to federal taxes, at a fixed annual rate equal to the federal statutory rate as provided in 26 U.S.C. Section 6621; and (ii) with respect to state and city taxes, at the rate applicable under state or local law. A holder of a Claim who has asserted such Claim against more than one Debtor or against a Debtor and any of FNL, Midwest, or New West, or any of their subsidiaries, arising from or related to the same obligation, transaction, occurrence, claim, or cause of action (whether the basis for the asserted liability or obligation arises from contract, guarantee, or operation of law) shall be treated as having a single Claim for purposes of distribution under this Plan and the Subsidiaries' Plan.

ARTICLE V. TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS,
IMPAIRMENT, VOTING, AND CRAMDOWN

SECTION 5.1. CLASS 1 - OTHER PRIORITY CLAIMS.

(a) Distributions. Except to the extent that a holder of an Allowed Other Priority Claim shall have agreed in writing to a less favorable treatment, each holder of an Allowed Other Priority Claim shall receive payment in an amount equal to such Allowed Claim in full in Cash on the later of (i) the Effective Date and (ii) the date when such Other Priority Claim becomes an Allowed Claim, or as soon after allowance as is practicable, in full and final satisfaction of such Claim. A holder of a Claim who has asserted such Claim against more than one Debtor or against a Debtor and any of FNL, Midwest, or New West, or any of their subsidiaries, arising from or related to the same obligation, transaction, occurrence, claim, or cause of action (whether the basis for the asserted liability or obligation arises from contract, guarantee, or operation of law) shall be treated as having a single Claim for purposes of distribution under this Plan and the Subsidiaries' Plan.

(b) Impairment and Voting. Class 1 is unimpaired under the Plan. Holders of Allowed Claims in Class 1 are presumed to accept the Plan and are not entitled to vote to accept or reject the Plan.

SECTION 5.2. CLASS 2 - DIP FINANCING CLAIMS.

(a) Distributions. Except to the extent that a holder of an Allowed Claim in this Class shall have agreed in writing to a less favorable treatment, on the Effective Date of the Subsidiaries' Plan, each holder of a DIP Financing Claim shall receive payment in full in Cash, in full and final satisfaction of such Claim. A holder of a Claim who has asserted such Claim against more than one Debtor or against a Debtor and any of FNL, Midwest, or New West, or any of their subsidiaries, arising from or related to the same obligation, transaction, occurrence, claim, or cause of action (whether the basis for the asserted liability or obligation arises from contract, guarantee, or operation of law) shall be treated as having a single Claim for purposes of distribution under this Plan and the Subsidiaries' Plan.

(b) Impairment and Voting. Class 2 is unimpaired under the Plan. Each holder of a DIP Financing Claim is presumed to accept the Plan and is not entitled to vote to accept or reject the Plan.

SECTION 5.3. CLASS 3 - OTHER SECURED CLAIMS.

(a) Distributions. Except to the extent that a holder of an Allowed Other Secured Claim shall have agreed in writing to a less favorable treatment, at the sole option of the Debtors, (i) each Allowed Other Secured Claim shall be reinstated and rendered unimpaired in accordance with Section 1124(2) of the Bankruptcy Code, notwithstanding any contractual provision or applicable nonbankruptcy law that entitles the holder of an Allowed Other Secured Claim to demand or receive payment of such Allowed Other Secured Claim prior to the stated maturity of such Allowed Other Secured Claim from and after the occurrence of a default, (ii) each holder of an Allowed Other Secured Claim shall receive Cash in an amount equal to such Allowed Other Secured Claim, including any interest on such Allowed Other Secured Claim required to be paid pursuant to Section 506(b) of the Bankruptcy Code, on the later of the Effective Date and the date such Allowed Other Secured Claim becomes an Allowed Other Secured Claim, or as soon after allowance as is practicable, or (iii) each holder of an Allowed Other Secured Claim shall receive the Collateral securing its Allowed Other Secured Claim and any interest on such Allowed Other Secured Claim required to be paid pursuant to Section 506(b) of the Bankruptcy Code, in full and complete satisfaction of such Allowed Other Secured Claim on the later of the Effective Date and the date such Allowed Other Secured Claim becomes an Allowed Other Secured Claim, or as soon after allowance as is practicable, in full and final satisfaction of such Claim. A holder of a Claim who has asserted such Claim against more than one Debtor or against a Debtor and any of FNL, Midwest, or New West, or any of their subsidiaries, arising from or related to the same obligation, transaction, occurrence, claim, or cause of action (whether the basis for the asserted liability or obligation arises from contract, guarantee, or operation of law) shall be treated as having a single Claim for purposes of distribution under this Plan and the Subsidiaries' Plan.

(b) Impairment and Voting. Class 3 is unimpaired under the Plan. The holders of Allowed Claims in Class 3 are presumed to accept the Plan and are not entitled to vote to accept or reject the Plan.

SECTION 5.4. CLASS 4 - CONVENIENCE CLAIMS.

(a) Distributions. Except to the extent that a holder of an Allowed Claim in this Class shall have agreed in writing to a less favorable treatment, each holder of an Allowed Convenience Claim in Class 4 shall receive Cash in an amount equal to 75% of such Allowed Convenience Claim on the later of (i) the Effective Date, or (ii) 30 days after the date on which such Claim becomes an Allowed Convenience Claim, or as soon after allowance as is practicable, in full and final satisfaction of such Claim. A holder of a Claim who has asserted such Claim against more than one Debtor or against a Debtor and any of FNL, Midwest, or New West, or any of their subsidiaries, arising from or related to the same obligation, transaction, occurrence, claim, or cause of action (whether the basis for the asserted liability or obligation arises from contract, guarantee, or operation of law) shall be treated as having a single Claim for purposes of distribution under this Plan and the Subsidiaries' Plan.

(b) Impairment and Voting. Class 4 is Impaired under the Plan. The holders of Allowed Convenience Claims in Class 4 are entitled to vote to accept or reject the Plan.

(c) Election to be Treated as a Convenience Claim. By checking the appropriate box on a timely cast Ballot, the holder of an Allowed General Unsecured Claim in an amount greater than \$1,500 may elect to reduce the amount of its Allowed General Unsecured Claim to \$1,500 and to receive a distribution upon such Allowed Class 4 Convenience Claim of 75% of such reduced amount, which would be \$1,125 (i.e., 75% of \$1,500). Such an election shall constitute a waiver of the right to collect, and a release of, the amount of the Allowed General Unsecured Claim in excess of \$1,500, and the holder of such Allowed Class 4 Convenience Claim shall be deemed to have released the Reorganized Debtor, the Debtors and their Estates, and their property from any and all liability for the amount in excess of \$1,500. The holder of an Allowed General Unsecured Claim which timely elects to reduce the amount of its Allowed Claim to \$1,500 shall be deemed to be the holder of an Allowed Class 4 Convenience Claim for classification, voting, and all other purposes under the Plan.

SECTION 5.5. CLASS 5 - GENERAL UNSECURED CLAIMS.

(a) Distributions. Except to the extent that a holder of an Allowed Claim in this Class shall have agreed in writing to a less favorable treatment, each holder of an Allowed General Unsecured Claim (excluding Convenience Claims, Late Claims, Subordinated Claims, and Intercompany Claims) in Class 5 under this Plan and Class 5 under the Subsidiaries' Plan shall receive its Pro Rata share of (i) Available Notes and (ii) Available Shares, in full and final satisfaction of such Claim. Each holder of a Class 5 Allowed General Unsecured Claim will receive its distribution on the later of (i) the Effective Date, or (ii) 30 days after the date on which such Claim becomes an Allowed General Unsecured Claim, or as soon after allowance as is practicable.

If, after the Effective Date, any further Available Shares or Available Notes are available from the release of New Common Stock or New Senior Notes from the Disputed Claims Reserve, then each holder of an Allowed General Unsecured Claim (excluding Convenience Claims, Late Claims, Subordinated Claims, and Intercompany Claims) will receive on a Subsequent Distribution Date, if any, and the Final Distribution Date, Available Shares and Available Notes on account of its Allowed General Unsecured Claim in accordance with this Section 5.5 and Sections 7.4 and 7.5 of the Plan. A holder of a Claim who has asserted such Claim against more than one Debtor or against a Debtor and any of FNL, Midwest, or New West, or any of their subsidiaries, arising from or related to the same obligation, transaction, occurrence, claim, or cause of action (whether the basis for the asserted liability or obligation arises from contract, guarantee, or operation of law) shall be treated as having a single Claim for purposes of distribution under this Plan and the Subsidiaries' Plan.

(b) Impairment and Voting. Class 5 is Impaired under the Plan. Each holder of an Allowed General Unsecured Claim in Class 5 is entitled to vote to accept or reject the Plan.

SECTION 5.6. CLASS 6 - LATE CLAIMS AND SUBORDINATED CLAIMS.

(a) Distributions. Each holder of a Class 6 Claim shall receive no distribution on account of its Class 6 Claim.

(b) Impairment and Voting. Class 6 is Impaired under the Plan. Because the holders of Class 6 Claims are receiving no distributions, they are conclusively presumed to have rejected the Plan in accordance with Section 1126(g) of the Bankruptcy Code and are not entitled to vote to accept or reject the Plan.

SECTION 5.7. CLASS 7 - INTERCOMPANY CLAIMS.

(a) Distributions. Each holder of a Class 7 Claim shall receive no distribution on account of its Class 7 Claim.

(b) Impairment and Voting. Class 7 is Impaired under the Plan. Because the holders of Class 7 Claims are receiving no distributions, they are conclusively presumed to have rejected the Plan in accordance with Section 1126(g) of the Bankruptcy Code and are not entitled to vote to accept or reject the Plan.

SECTION 5.8. CLASS 8 - EQUITY INTERESTS.

(a) Distributions. The holders of Class 8 Equity Interests shall receive no distributions whatsoever on account of such Equity Interests. All Equity Interests in each of the Debtors shall be canceled on the Effective Date.

(b) Impairment and Voting. Class 8 is Impaired under the Plan. Because the holders of Equity Interests are receiving no distributions, they are

conclusively presumed to have rejected the Plan in accordance with Section 1126(g) of the Bankruptcy Code and are not entitled to vote to accept or reject the Plan.

SECTION 5.9. IMPAIRED AND UNIMPAIRED CLASSES. Classes 4, 5, 6, 7, and 8 are Impaired under the Plan. Classes 1, 2, and 3 are unimpaired under the Plan.

SECTION 5.10. CLASSES ENTITLED TO VOTE. Each Impaired Class of Claims or Equity Interests shall be entitled to vote separately to accept or reject this Plan; provided however, that Classes 6, 7, and 8 are deemed to have rejected the Plan and thus are not entitled to vote on the Plan. Any unimpaired Classes of Claims or Equity Interests are deemed to have accepted the Plan under the provisions of Section 1126(f) of the Bankruptcy Code and shall not be entitled to vote to accept or reject this Plan. Accordingly, the Debtors will not solicit acceptances of the Plan from unimpaired Classes. Any Person electing to reduce a Claim to \$1,500 on the Ballot and have the Claim treated as a Convenience Claim will vote only in Class 4 under this Plan.

SECTION 5.11. CLASS ACCEPTANCE REQUIREMENTS. A Class of Claims shall have accepted this Plan if it is accepted by at least two-thirds (2/3) in amount and more than one-half (1/2) in number of the Claims of such Class that are allowed to vote and have voted on this Plan.

SECTION 5.12. 11 U.S.C. SECTION 1129. Because Classes 6, 7, and 8 are deemed to have rejected the Plan, the Debtors, as proponents of the Plan, request that the Bankruptcy Court confirm this Plan with respect to such Classes in accordance with Section 1129(b) of the Bankruptcy Code, the cramdown provision. If any other Impaired Class fails to accept this Plan in accordance with Section 1129(a) of the Bankruptcy Code, this Plan shall constitute a request by the Debtors that the Bankruptcy Court confirm this Plan pursuant to Section 1129(b) of the Bankruptcy Code.

SECTION 5.13. SEPARATE VOTING BY HOLDERS OF CLAIMS AGAINST EACH DEBTOR. The Estate of each Debtor shall be deemed to have the Claims classified as provided in Article III. Separate ballots will be cast with respect to Claims asserted against each Debtor. Voting results shall be determined separately for each Debtor.

ARTICLE VI. IMPLEMENTATION OF THE PLAN

SECTION 6.1. SUBSTANTIVE CONSOLIDATION. The Plan contemplates and is predicated upon the entry by the Bankruptcy Court of an order providing for the substantive consolidation on the Effective Date of the three Consolidated Subsidiaries and their Estates with and into Vista Eyecare, Inc. and its Estate. Pursuant thereto, the assets and liabilities of the Consolidated Subsidiaries shall be deemed merged with and all Claims against any of such entities shall be deemed liabilities of Vista Eyecare, Inc., as Reorganized Debtor, and satisfied in accordance with this Plan. Pursuant to the substantive consolidation order, on the Effective Date: (a) all assets and all liabilities of the Debtors will be treated as though the Debtors were merged; (b) any obligation of any Debtor and all guarantees thereof executed by one or more of the Debtors will be deemed to

be one obligation of the consolidated Debtors; (c) any Claims filed or to be filed in connection with any such obligation and such guarantees will be deemed one Claim against the consolidated Debtors; (d) each and every Claim filed in the individual case of any of the Debtors will be deemed filed against the consolidated Debtors in the consolidated case; and (e) for purposes of determining the availability of the right of setoff under Section 553 of the Bankruptcy Code, the Debtors shall be treated as one entity so that, subject to the other provisions of Section 553 of the Bankruptcy Code, debts due to any of the Debtors may be set off against the debts of any of the Debtors.

SECTION 6.2. DIRECTORS AND OFFICERS OF THE REORGANIZED DEBTOR.

(a) Board of Directors. As of the Effective Date, the board of directors of the Reorganized Debtor shall initially consist of 5 members to be selected by the Committee, whose names shall be disclosed on or before the date of the Confirmation Hearing. The board of directors of the Reorganized Debtor will select a chairman at its initial meeting.

(b) Officers of the Reorganized Debtor. The officers of Vista Eyecare, Inc. immediately prior to the Effective Date shall serve as the initial officers of the Reorganized Debtor on and after the Effective Date. Such officers may continue to serve in accordance with such terms as may be negotiated with the Reorganized Debtor and applicable nonbankruptcy law. The employee severance program that was approved by the Bankruptcy Court in its Order Authorizing and Approving Employee Severance Program, entered in the Chapter 11 Cases on April 18, 2000, shall be binding upon the Reorganized Debtor, as the successor to the Debtors, through and including one year after the Effective Date.

SECTION 6.3. SECURITIES TO BE ISSUED PURSUANT TO THE PLAN.

(a) New Common Stock. On the Effective Date, the issuance by the Reorganized Debtor of 10,000,000 shares of New Common Stock is hereby authorized without further act or action under applicable law, regulation, rule, or order. On the Effective Date, the Reorganized Debtor will actually issue 5,000,000 of the 10,000,000 in authorized shares of New Common Stock. Each share of New Common Stock will entitle its holder to one vote, with no cumulative voting rights. Holders of New Common Stock will have the right to participate proportionately in any dividends distributed by the Reorganized Debtor. Each holder of at least five percent (5%) of New Common Stock will not offer, sell, contract to sell, or otherwise dispose of any shares of New Common Stock for a period of three years from the Effective Date without the prior written consent of Vista, as Reorganized Debtor.

(b) New Senior Notes. The New Senior Notes will be issued by the Reorganized Debtor pursuant to the New Notes Indenture, which will be qualified under the Trust Indenture Act of 1939, as amended. An indenture trustee will be selected prior to the Confirmation Hearing. A summary of the principal terms and conditions of the New Senior Notes, which is subject to amendment pursuant to agreement among the Debtors and the Committee, is attached hereto as Exhibit "A."

SECTION 6.4. REORGANIZED DEBTOR'S INCENTIVE PLAN. On or after the Effective Date, the board of directors of the Reorganized Debtor may adopt an incentive plan which may include options to acquire shares of New Common Stock to be granted to its officers and directors.

SECTION 6.5. CANCELLATION AND SURRENDER OF EXISTING SECURITIES AND AGREEMENTS. On the Effective Date, the Senior Notes and Equity Interests in any of the Debtors shall be deemed canceled, terminated, and of no further force and effect without any further action on the part of the Bankruptcy Court, the Debtors, or any other Person. The holders of instruments, securities, and other documentation evidencing such canceled Senior Notes and Equity Interests, including the Senior Note Indenture (except as provided in Section 7.1), shall have no rights arising from or relating to such instruments, securities, and other documentation or the cancellation thereof, except the rights provided pursuant to the Plan. All obligations of the Debtors under the Senior Note Indenture shall terminate as of the Effective Date except as to any obligation to pay expenses of the Indenture Trustee for distributions as contemplated by Sections 7.1 and 7.8 of the Plan.

SECTION 6.6. APPLICABILITY OF SECTION 1125 OF THE BANKRUPTCY CODE. The protection afforded by Section 1125(e) of the Bankruptcy Code with respect to the solicitation of acceptances or rejections of the Plan and with regard to the offer, issuance, sale, or purchase of the New Common Stock and the New Senior Notes, shall apply to the full extent provided by law, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's determination that the Debtors, the Reorganized Debtor, and the Committee, and each of their respective officers, directors, partners, employees, members, agents, attorneys, accountants, or other professionals, shall have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code pursuant to Section 1125(e) thereof.

SECTION 6.7. BANKRUPTCY CODE SECTION 1145 EXEMPTION. Pursuant to, in accordance with, and solely to the extent provided under Section 1145 of the Bankruptcy Code, the issuance of New Senior Notes and New Common Stock to the Debtors' Creditors under the Plan is exempt from the registration requirements of Section 5 of the Securities Act of 1933, as amended, and any state or local law requiring registration for offer or sale of a security or registration or licensing of an issuer of, underwriter of, or broker or dealer in such New Senior Notes and New Common Stock and is deemed to be a public offering of New Senior Notes and New Common Stock.

ARTICLE VII. PROVISIONS GOVERNING DISTRIBUTIONS

SECTION 7.1. DELIVERY OF DISTRIBUTIONS. Except as may otherwise be specifically provided, distributions made under the Plan shall be in exchange for and in complete satisfaction, discharge, and release of all Claims of any nature whatsoever against the Reorganized Debtor and the Debtors or any of their respective Estates, assets, or properties. Distributions under the Plan shall be deemed made by the Reorganized Debtor or its designees to the holders of Allowed Claims when deposited in the United States mail, first class postage prepaid and directed to the Creditor at the address denominated in the proof of claim filed

with the Bankruptcy Court, or if the Creditor has not filed a proof of claim, to the Creditor at the address listed in the Debtors' Schedules, or to such other address as the Creditor shall provide in writing to the Reorganized Debtor in accordance with the notice provisions detailed in this Plan; provided however, that all distributions to the holders of Allowed Senior Note Claims shall be made in accordance with the Senior Note Indenture. The Reorganized Debtor shall cause distributions of New Senior Notes and New Common Stock to be made initially to the New Notes Indenture Trustee and the Transfer Agent, respectively, who shall make the distributions to the holders of Allowed General Unsecured Claims or, in the case of holders of Allowed Senior Note Claims, to the Indenture Trustee for further distribution to individual holders of Allowed Senior Note Claims in accordance with the Senior Note Indenture. Notwithstanding any provisions in the Plan to the contrary, the Senior Note Indenture will continue in effect to the extent necessary to allow the Indenture Trustee to receive and make distributions pursuant to the Plan on account of Allowed Senior Note Claims.

SECTION 7.2. EFFECTIVE DATE DISTRIBUTION. On the Effective Date, or as soon thereafter as practicable, the then Available Notes and Available Shares shall be distributed on a Pro Rata basis to the holders of Allowed General Unsecured Claims in Class 5. A Disputed Claims Reserve will be established for those Claims in Class 5 that are not yet resolved and Allowed on the Effective Date.

SECTION 7.3. DISPUTED CLAIMS RESERVE. On the date on which the Reorganized Debtor makes or causes to be made the initial distribution to holders of Allowed General Unsecured Claims pursuant to Sections 7.1 and 7.2 of the Plan, the Reorganized Debtor shall deposit or cause to be deposited with the New Notes Indenture Trustee an aggregate number of New Senior Notes and with the Transfer Agent an aggregate number of shares of New Common Stock sufficient to distribute to each holder of a Disputed General Unsecured Claim (i) the number of New Senior Notes and shares of New Common Stock that such holder would have been entitled to receive under the Plan if such Claim had been an Allowed General Unsecured Claim on the date of such initial distribution, or (ii) such amount as the Bankruptcy Court may otherwise order (the "Disputed Claims Reserve"). New Senior Notes and shares of New Common Stock shall be withheld by the New Notes Indenture Trustee and the Transfer Agent, respectively, and reserved for distribution to holders of Disputed Claims until such time as such notes and/or shares are distributed to holders of Allowed Claims. Until such distribution, shares of New Common Stock held for the benefit of holders of Disputed General Unsecured Claims shall be treated as treasury stock for voting purposes. The holder of a Disputed General Unsecured Claim that becomes an Allowed Claim subsequent to the Effective Date shall receive a distribution of New Senior Notes and New Common Stock from the Disputed Claims Reserve as soon thereafter as is practicable. Such distributions shall be made in accordance with the Plan based on the distributions that would have been made to such holder under the Plan if the Disputed General Unsecured Claim had been an Allowed Claim on or prior to the Effective Date. If at any time or from time to time after the Effective Date, there shall be New Senior Notes and/or shares of New Common Stock in the Disputed Claims Reserve in an amount in excess of the amount which the Reorganized Debtor is required at such time to reserve on account of Disputed General Unsecured Claims under the Plan or pursuant to any

Order of the Bankruptcy Court, such excess shares of New Common Stock and excess New Senior Notes shall become available for distribution in accordance with the Plan.

SECTION 7.4. DISTRIBUTIONS ON SUBSEQUENT DISTRIBUTION DATES. Unless otherwise provided in the Plan, to the extent there are Available Shares or Available Notes subsequent to the Effective Date as a result of the release of shares of New Common Stock and New Senior Notes from the Disputed Claims Reserve in accordance with Section 7.3 of the Plan or the return of unclaimed, undeliverable or time-barred distributions to holders of Allowed General Unsecured Claims pursuant to Section 7.16 of the Plan, the Reorganized Debtor shall cause the Transfer Agent and the New Notes Indenture Trustee to distribute on a Subsequent Distribution Date such Available Shares and Available Notes to the holders of General Unsecured Claims entitled thereto that were Allowed on the Effective Date, or subsequently have become Allowed on or before such Subsequent Distribution Date, in amounts necessary to cause such holders to have received aggregate distributions of shares of New Common Stock and New Senior Notes in respect of such Allowed General Unsecured Claims equal to the distributions that such holders would have received in respect of such Allowed General Unsecured Claims on the Effective Date if (i) such Available Shares and Available Notes had been available for distribution on the Effective Date, (ii) such Allowed General Unsecured Claims had been Allowed on the Effective Date in the amounts in which they are Allowed on such Subsequent Distribution Date, and (iii) Claims or portions thereof that have become disallowed subsequent to the Effective Date and on or before such Subsequent Distribution Date had been disallowed on the Effective Date. Notwithstanding the foregoing, no distribution under this Section 7.4 will be made if, in the discretion of the Reorganized Debtor, there are not sufficient Available Shares and Available Notes to make a cost-efficient distribution, taking into account the size of the distribution to be made and the number of recipients of such distribution.

SECTION 7.5. DISTRIBUTIONS ON THE FINAL DISTRIBUTION DATE. Unless otherwise provided in this Plan, to the extent there are Available Shares and Available Notes subsequent to the Effective Date as a result of the release of shares of New Common Stock and New Senior Notes from the Disputed Claims Reserve in accordance with Section 7.3 of the Plan or the return of unclaimed, undeliverable or time-barred distributions to holders of Allowed General Unsecured Claims pursuant to Section 7.16 of the Plan, the Reorganized Debtor shall cause the Transfer Agent and the New Notes Indenture Trustee to distribute on the Final Distribution Date all such Available Shares and Available Notes to the holders of General Unsecured Claims entitled thereto that were Allowed on the Effective Date, or subsequently have become Allowed on or before the Final Distribution Date, in amounts necessary to cause such holders to have received aggregate distributions of shares of New Common Stock and New Senior Notes in respect of such Allowed Claims equal to the distributions that such holders would have received in respect of such Allowed General Unsecured Claims on the Effective Date if (i) such Available Shares and Available Notes had been available for distribution on the Effective Date, (ii) such Allowed General Unsecured Claims had been Allowed on the Effective Date in the amounts in which they are Allowed on the Final Distribution Date, and (iii) Claims or portions thereof that have become disallowed subsequent to the Effective Date and on or before the Final Distribution Date had been disallowed on the Effective Date.

SECTION 7.6. FRACTIONAL NOTES AND FRACTIONAL SHARES.

(a) Fractional Notes. Notwithstanding any other provision in the Plan to the contrary, no fractional denominations of New Senior Notes shall be issued pursuant to the Plan. Whenever the issuance of any New Senior Note would otherwise call for the issuance in an amount for a fraction of a New Senior Note (issued in \$1,000 denominations), the actual issuance of such New Senior Note shall reflect a rounding of such fraction to the nearest whole New Senior Note denomination (up or down), with half denominations being rounded down. If two or more holders are entitled to equal fractional entitlements and the number of holders so entitled exceeds the number of whole notes, as the case may be, which remain to be allocated, the Reorganized Debtor shall allocate the remaining whole notes to such holders by random lot or such other impartial method as the Reorganized Debtor deems fair, in the Reorganized Debtor's sole discretion. Upon the allocation of all of the whole notes authorized under the Plan, all remaining fractional portions of the entitlements shall be canceled and shall be of no further force and effect.

(b) Fractional Shares. Notwithstanding any other provision in the Plan to the contrary, no fractional shares of New Common Stock shall be issued pursuant to the Plan. Whenever any payment of a fraction of a share of New Common Stock would otherwise be required under the Plan, the actual distribution made shall reflect a rounding of such fraction to the nearest whole share (up or down), with half shares or less being rounded down and fractions in excess of a half of a share being rounded up. If two or more holders are entitled to equal fractional entitlements and the number of holders so entitled exceeds the number of whole shares, as the case may be, which remain to be allocated, the Reorganized Debtor shall allocate the remaining whole shares to such holders by random lot or such other impartial method as the Reorganized Debtor deems fair, in the Reorganized Debtor's sole discretion. Upon the allocation of all of the whole shares authorized under the Plan, all remaining fractional portions of the entitlements shall be canceled and shall be of no further force and effect.

SECTION 7.7. RECORD DATE FOR DISTRIBUTION. On the close of business on the Confirmation Date, the Debtors' records for transfer of the Senior Notes shall close and the Debtors, the Reorganized Debtor, and the Indenture Trustee shall not be obligated to recognize or record any transfers of Senior Notes occurring after that date. The Debtors, the Reorganized Debtor, and the Indenture Trustee shall be entitled to recognize and deal for purposes of the Plan with only those record holders of the Senior Notes as of the close of business on the Confirmation Date.

SECTION 7.8. INDENTURE TRUSTEE'S FEES AND EXPENSES REGARDING DISTRIBUTIONS. The fees and expenses of the Indenture Trustee and its professionals under the Indenture will be paid by the Debtors and/or the Reorganized Debtor on the Effective Date in a manner consistent with the provisions of the Senior Note Indenture; provided however, that if there is a dispute between the Debtors or Reorganized Debtor and the Indenture Trustee about any such fees or expenses, the dispute will be resolved by the Bankruptcy Court. Upon payment of the fees and expenses of the Indenture Trustee and its professionals in full, the Indenture Trustee and its professionals will be deemed to have released their liens under Section 7.07 of the Indenture securing

payment of their fees and expenses for all fees and expenses payable through the Effective Date.

SECTION 7.9. ALLOCATION OF CONSIDERATION. The aggregate consideration to be distributed to the holders of Allowed Claims in each Class under the Plan shall be treated as first satisfying an amount equal to the stated principal amount of the Allowed Claim for such holders and any remaining consideration as satisfying accrued, but unpaid, interest and costs, if any, and attorneys' fees where applicable.

SECTION 7.10. CONDITION PRECEDENT TO RECEIVING DISTRIBUTION. Notwithstanding any other provision of the Plan, as a condition precedent to receiving any distribution under the Plan, each holder of a promissory note, share certificate, or other instrument or security evidencing a Claim (other than the Senior Notes) must tender such promissory note or other instrument or security to the Reorganized Debtor or its designee or must execute and deliver an affidavit of loss and furnish an indemnity or bond in substance and amount reasonably satisfactory to the Reorganized Debtor. Any holder of a Claim (other than a Claim arising from the Senior Notes) that fails to surrender such instrument or to provide the affidavit and indemnity or bond before the later to occur of (i) six months after the Effective Date and (ii) six months following the date such holder's Claim becomes an Allowed Claim shall be deemed to have forfeited all rights and/or Claims and may not receive or participate in any distribution under the Plan.

SECTION 7.11. NO DISTRIBUTION PENDING RESOLUTION OF OBJECTIONS. Notwithstanding any other provision of this Plan, no distributions shall be made with respect to a Disputed Claim (or any Disputed portion of a Claim) unless and until all objections to such Disputed Claim have been determined by Final Order. Distributions to each holder of a Disputed Claim to the extent that it ultimately becomes an Allowed Claim shall be made in accordance with the applicable provisions of the Plan with respect to such Claim. Such distributions shall be made as soon as practicable after the date that the order or judgment allowing such Claim (or portion thereof) becomes a Final Order.

SECTION 7.12. EFFECT OF SECTION 502(D) ON THE RIGHT TO DISTRIBUTIONS. No Creditor shall receive a distribution prohibited by Section 502(d) of the Bankruptcy Code. The Debtors or the Reorganized Debtor shall notify each affected Creditor of its contention that Section 502(d) prohibits such distribution prior to the date of the scheduled distribution to such Creditor, and no distribution shall be made to such Creditor until either the contention is resolved in favor of the Creditor by Final Order or the Creditor has timely repaid the amount or turned over the property as required by Section 502(d) of the Bankruptcy Code. A Claim that is the subject of a dispute pursuant to Section 502(d) of the Bankruptcy Code shall be treated as a Disputed Claim for purposes of the Plan.

SECTION 7.13. TREATMENT OF CONTINGENT, UNLIQUIDATED, AND UNDETERMINED CLAIMS. Until such time as a Contingent Claim or a Contingent portion of a Claim becomes fixed and absolute, such Claim shall be treated as a Disputed Claim for all purposes related to estimations, allocations, and distributions under this Plan; provided, however, that distributional entitlements shall arise only from

the date on which a Contingent Claim becomes fixed and absolute. Persons that have filed Claims against the Debtors in an undetermined or unspecified amount or which are unliquidated shall not receive any distribution on their Claims unless and until such time as the Claims are liquidated and Allowed.

SECTION 7.14. PRECONFIRMATION DISTRIBUTIONS. Nothing in this Plan shall be deemed to entitle the holder of a Claim that received, prior to the Effective Date, full or partial payment of such holder's Claim, by way of settlement or otherwise, pursuant to an order of the Bankruptcy Court, provision of the Bankruptcy Code, or other means, to receive a duplicate payment in full or in part pursuant to this Plan; and all such full or partial payments shall be deemed to be payments made under this Plan for purposes of satisfying the obligations of the Debtors and the Reorganized Debtor hereunder.

SECTION 7.15. UNDELIVERABLE DISTRIBUTIONS. If any Claim holder's distribution is returned as undeliverable, or is not sent because no address is available, and effort commensurate with the size of the distribution fails to produce a good address, no further distributions to such holder shall be made unless and until the Reorganized Debtor (or a disbursing agent, if applicable) is notified of such holder's then-current address, at which time all missed distributions shall be made to such holder, without interest.

SECTION 7.16. UNCLAIMED DISTRIBUTIONS. Any distribution of Cash under the Plan which is unclaimed for a period of six months after the Final Distribution Date shall revert to the Reorganized Debtor, and the claim of any holder with respect to such property, or the claims of any state under its escheat, unclaimed property, or similar laws with respect to such property (which state shall NOT be deemed a holder of a Claim under such laws for the purposes of this Plan), shall be discharged and forever barred. Distributions under the Plan consisting of New Senior Notes or New Common Stock that are unclaimed for a period of six months after the Final Distribution Date shall be canceled and any dividend or interest which has accrued with respect to such securities shall be transferred to the Reorganized Debtor and entitlement by the holder of a Claim to such distribution shall be extinguished and forever barred.

ARTICLE VIII. PROVISIONS GOVERNING OBJECTIONS TO AND RESOLUTION OF CLAIMS

SECTION 8.1. OBJECTIONS TO AND RESOLUTION OF CLAIMS. The Debtors and the Reorganized Debtor shall have the exclusive right to make and file objections to Claims subsequent to the Effective Date. All objections that are not settled shall be litigated to a Final Order. Unless otherwise ordered by the Bankruptcy Court, the Debtors and the Reorganized Debtor shall file all objections to Claims (other than Administrative Claims) that are the subject of proofs of claim and serve such objections upon the holders of the Claim as to which the objection is made as soon as is practicable, but in no event later than 90 days after the Effective Date or such later date as may be approved by the Bankruptcy Court. Except as otherwise provided in the Plan, a Person asserting an Administrative Claim in these Chapter 11 Cases must comply with the requisites of Section 503 of the Bankruptcy Code, including filing a request for payment thereof with the Bankruptcy Court on or prior to the Administrative

Claim Bar Date. The Bankruptcy Court will schedule a hearing on Administrative Claims filed in the Chapter 11 Cases, and the Debtors, the Reorganized Debtor, and the Committee shall have an opportunity to assert objections thereto at such hearing.

SECTION 8.2. AMENDMENTS TO SCHEDULES AND CLAIM OBJECTIONS. The Debtors and the Reorganized Debtor reserve the right to object to any and all Claims filed in these Chapter 11 Cases and to amend their Schedules to dispute Claims, if and as deemed appropriate, for purposes of allowance and distribution and for purposes of voting on the Plan. If an objection to a Claim (or portion thereof) is filed by the Debtors, the Reorganized Debtor, or any other party in interest, or if the Claim (or portion thereof) is Contingent, unliquidated, or filed in an undetermined or unspecified amount, then no distributions under the Plan shall be made to that holder of a Claim (or in respect of such Disputed portion), as the case may be, until the matter is determined by the entry of a Final Order.

SECTION 8.3. DISALLOWANCE OF POSTPETITION INTEREST, PENALTIES, FEES, AND OTHER ACCRUALS. The Debtors and the Reorganized Debtor shall not be required to make specific objections to proofs of claim that allege a right to recover postpetition interest, penalties, fees, and other accruals with respect to prepetition Claims (except proofs of Secured Claims alleging entitlement to such accruals pursuant to Section 506(b) of the Bankruptcy Code), and any claim amounts attributable to such postpetition interest, penalties, fees, and other accruals shall be disallowed in full upon entry of the Confirmation Order; provided, however, that the disallowance provided for herein may be subject to reconsideration with respect to a particular Claim upon motion filed with the Bankruptcy Court and served upon the Debtors and the Reorganized Debtor.

SECTION 8.4. ADMINISTRATIVE, PRIORITY, AND CONVENIENCE CLAIMS RESERVE.

(a) Establishment of Administrative, Priority, and Convenience Claims Reserve. On the Effective Date, the Reorganized Debtor shall place into reserve an amount of Cash equal to (i) the sum of the aggregate amount of all Disputed Administrative Claims, Disputed Priority Tax Claims, Disputed Other Priority Claims, and Disputed Convenience Claims, plus (ii) an amount to be determined by the Bankruptcy Court to be reserved for any Disputed Administrative Claims, Disputed Priority Tax Claims, and Disputed Other Priority Claims that are Contingent, unliquidated, or filed in an undetermined or unspecified amount (the "Administrative, Priority, and Convenience Claims Reserve").

(b) Cash Held in Administrative, Priority, and Convenience Claims Reserve. Cash held in the Administrative, Priority, and Convenience Claims Reserve shall be deposited in a segregated bank account or accounts in the name of the Reorganized Debtor and designated as held in trust for the benefit of holders of Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, and Allowed Convenience Claims. Cash held in such reserve shall not constitute property of the Reorganized Debtor. The Reorganized Debtor shall invest the Cash held in the Administrative, Priority, and Convenience Claims Reserve in a manner consistent with Section 345 of the Bankruptcy Code. The Reorganized Debtor shall pay, or cause to be paid, out of the funds held in such reserve, any tax imposed thereon by any governmental unit with respect to

income generated by Cash held in this reserve. Any Cash held in the Administrative, Priority, and Convenience Claims Reserve after all Administrative, Priority, and Convenience Claims have been Allowed or disallowed shall be transferred to and become the property of the Reorganized Debtor.

SECTION 8.5. ALLOWANCE OF DISPUTED ADMINISTRATIVE, PRIORITY, AND CONVENIENCE CLAIMS. If, on or after the Effective Date, any Disputed Administrative, Priority, or Convenience Claim becomes an Allowed Claim, the Reorganized Debtor shall, 30 days after the date on which such Claim becomes an Allowed Claim, or as soon thereafter as is practicable, distribute from the Administrative, Priority, and Convenience Claims Reserve to the holder of such Allowed Claim Cash equal to the amount that such holder would have been entitled to had such Claim been Allowed on the Effective Date.

SECTION 8.6. ESTIMATION. The Debtors and the Reorganized Debtor may, at any time, request that the Bankruptcy Court estimate any Disputed Claim (including any Contingent Claim) pursuant to Section 502(c) of the Bankruptcy Code regardless of whether the Debtors or the Reorganized Debtor previously objected to such Claim. The Bankruptcy Court will retain jurisdiction to estimate any Claim at any time, including during litigation concerning any objection to such Claim. In the event that the Bankruptcy Court estimates any Disputed Claim, that estimated amount may constitute either the Allowed amount of such Claim, the amount on which a reserve is to be calculated for purposes of the Disputed Claims Reserve or the Administrative, Priority, and Convenience Claims Reserve, or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors or the Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate payment of such Claim. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not necessarily exclusive of one another.

ARTICLE IX. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

SECTION 9.1. ASSUMPTION AND REJECTION OF CONTRACTS AND LEASES. All executory contracts and unexpired leases (within the meaning of Section 365 of the Bankruptcy Code) (i) which are not expressly the subject of a motion to the Bankruptcy Court for an order of assumption or for an order for rejection pending as of the Effective Date, (ii) which have not been assumed or rejected prior thereto by the Debtors pursuant to an order of the Bankruptcy Court or operation of the Bankruptcy Code, (iii) which are not listed on the Assumption Schedule attached hereto as Exhibit B (as it may be amended from time to time prior to the Confirmation Hearing, upon notice to affected parties), or (iv) which are not listed in Section 9.4 of the Plan as being assumed under the Plan, shall be deemed to be REJECTED AS OF THE EFFECTIVE DATE, in accordance with Section 365 of the Bankruptcy Code. The executory contracts and unexpired leases listed on Exhibit B attached hereto (as it may be amended from time to time prior to the Confirmation Hearing upon notice to affected parties) shall be deemed to be ASSUMED AS OF THE EFFECTIVE DATE, in accordance with Section 365 of the Bankruptcy Code. The Debtors have listed on Exhibit B the nondebtor party to the contract or lease, the type of contract or lease, and the amount necessary

(if any) based upon the Debtors' records to cure all defaults under the contract or lease to be assumed. Entry of the Confirmation Order shall constitute the approval, in accordance with Sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the Debtors' rejection and assumption of the executory contracts and unexpired leases deemed rejected and assumed pursuant to this section.

SECTION 9.2. REJECTION CLAIMS AND BAR DATE. All Claims for damages arising from executory contracts or unexpired leases that are deemed rejected pursuant to Section 9.1 of this Plan must be filed with the Bankruptcy Court by no later than thirty (30) days after entry of the Confirmation Order. Any rejection Claims not filed within such time period will be forever barred from being asserted against the Debtors, their Estates, and the Reorganized Debtor. All Allowed Claims arising from the rejection of executory contracts or unexpired leases shall be treated as Class 5 Claims.

SECTION 9.3. CURE OF DEFAULTS UNDER ASSUMED CONTRACTS AND LEASES. In accordance with Section 365 of the Bankruptcy Code, and except as otherwise agreed by the parties, the Reorganized Debtor will cure any and all undisputed defaults under any executory contracts or unexpired leases that are assumed pursuant to the Plan within 60 days of the Effective Date. All disputed defaults that are required to be cured shall be cured either within 30 days of the entry of a Final Order determining the amount, if any, of the Debtors' or the Reorganized Debtor's liability with respect thereto, or as may otherwise be agreed to by the parties.

SECTION 9.4. VARIOUS EMPLOYMENT AGREEMENTS AND BENEFIT PLANS. All employee compensation and benefit plans, policies, and programs of Vista applicable generally to its employees, including agreements and programs subject to Section 1114 of the Bankruptcy Code, as in effect on the Effective Date, including, without limitation, all savings plans, retirement plans, health care plans, disability plans, severance benefit plans, incentive plans, and life, accidental death, and dismemberment insurance plans, shall be deemed to be, and shall be treated as though they are, executory contracts that are ASSUMED under the Plan, and Vista's obligations under such agreements and programs shall survive the Effective Date of the Plan, without prejudice to the Reorganized Debtor's rights under applicable non-bankruptcy law to modify, amend, or terminate the foregoing arrangements, except for such executory contracts or plans as have previously been terminated, or rejected, pursuant to a Final Order, or specifically waived by the beneficiaries of such plans, contracts, or programs. The employee severance program that was approved by the Bankruptcy Court in its Order Authorizing and Approving Employee Severance Program, entered in the Chapter 11 Cases on April 18, 2000, shall be binding upon Vista, as the Reorganized Debtor, as the successor to the Debtors, through and including one year after the Effective Date. Unless otherwise modified to the satisfaction of the Committee prior to the Confirmation Hearing, the prepetition change in control agreements for executive officers of Vista (the "Change in Control Agreements") shall be deemed rejected in accordance with Section 365 of the Bankruptcy Code. Any Claim resulting from the rejection of a Change in Control Agreement shall be treated as a General Unsecured Claim in Class 5 under this Plan.

SECTION 9.5. INSURANCE POLICIES. All of the Debtors' rights arising under any insurance policies and any agreements, documents, or instruments relating thereto shall be deemed transferred to the Reorganized Debtor on the Effective Date.

ARTICLE X. CONDITIONS TO CONFIRMATION AND EFFECTIVE DATE

SECTION 10.1. CONDITIONS PRECEDENT TO PLAN CONFIRMATION. Confirmation of the Plan shall not occur unless and until each of the following conditions shall have been satisfied in full or waived in accordance with Section 10.3 of this Plan:

(a) The Bankruptcy Court shall have entered the Confirmation Order in a form and substance satisfactory to the Debtors and the Committee;

(b) The Bankruptcy Court shall have entered an order confirming the Subsidiaries' Plan; and

(c) Vista, FNL, Midwest, and New West shall have completed the disposition of their vision centers in free-standing locations, such as malls and strip centers, and shall have either (i) assumed and assigned the leases related to these free-standing locations to a purchaser or purchasers or (ii) rejected such leases, in accordance with Section 365 of the Bankruptcy Code.

SECTION 10.2. CONDITIONS PRECEDENT TO EFFECTIVE DATE OF THE PLAN. The Effective Date of the Plan shall not occur unless and until each of the following conditions shall have been satisfied in full or waived in accordance with Section 10.3 of this Plan:

(a) The Confirmation Order, in a form and substance satisfactory to the Debtors and the Committee, shall have become a Final Order;

(b) The order confirming the Subsidiaries' Plan shall have become a Final Order;

(c) The Reorganized Debtor shall have entered into a senior secured credit facility in an amount and upon terms and conditions to be agreed to among the Debtors and the Committee; and

(d) The Confirmation Order or other Final Order entered by the Bankruptcy Court shall have approved the substantive consolidation of the Debtors as described in Section 6.1 of the Plan.

SECTION 10.3. WAIVER OF CONDITIONS. The Debtors may waive any or all of the conditions precedent set forth in Sections 10.1 and 10.2 above at any time, with the consent of the Committee, without leave of or order of the Bankruptcy Court and without any formal action.

ARTICLE XI. EFFECTS OF PLAN CONFIRMATION

SECTION 11.1. DISCHARGE. Except as otherwise provided in this Plan or the Confirmation Order, upon entry of the Confirmation Order, the Debtors shall be discharged from, and their liability shall be extinguished completely in respect of, any Claim and/or Debt (with the exception of Intercompany Claims), whether reduced to judgment or not, liquidated or unliquidated, contingent or noncontingent, asserted or unasserted, fixed or not, matured or unmatured, disputed or undisputed, legal or equitable, known or unknown, that arose in connection with or related to, directly or indirectly: any agreement of the Debtors entered into or obligation of the Debtors incurred before the Confirmation Date, any acts, omissions, transactions, transfers, happenings, facts, or situations which occurred on or before the Confirmation Date, whether or not known or suspected, or any conduct of the Debtors prior to the Confirmation Date, and including, without limitation, all interest, if any, on any such Claims and Debts, whether such interest accrued before or after the date of commencement of the Chapter 11 Cases, and including, without limitation, all Claims and Debts based upon or arising out of any acts, omissions, transactions, transfers, happenings, facts, or situations which occurred before the Confirmation Date, whether or not known or suspected, or related to, directly or indirectly, and from any liability of the kind specified in Sections 502(g), 502(h), and 502(i) of the Bankruptcy Code, whether or not (i) a proof of claim is filed or is deemed filed under Section 501 of the Bankruptcy Code, (ii) such Claim is Allowed under Section 502 of the Bankruptcy Code, or (iii) the holder of such Claim has accepted this Plan.

SECTION 11.2. VESTING. Except as otherwise provided in this Plan or the Confirmation Order, on the Effective Date, the Reorganized Debtor shall be vested with all of the property of the respective Estates of each of the Debtors, free and clear of all Claims, Liens, encumbrances, charges and other interests of Creditors and holders of Equity Interests, and the Reorganized Debtor shall thereafter hold, use, dispose of, or otherwise deal with such property and operate its business free of any restrictions imposed by the Bankruptcy Code or by the Bankruptcy Court.

SECTION 11.3. INJUNCTION. Except as otherwise expressly provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all entities who have held, hold, or may hold Claims against or Equity Interests in the Debtors, or any of them, which arose before or were held as of the Effective Date, are permanently enjoined, on and after the Effective Date, from (a) commencing or continuing in any manner any action or other proceeding of any kind against the Debtors, with respect to any such Claim or Equity Interest, (b) the enforcement, attachment, collection, or recovery by any manner or means of any judgment, award, decree, or order against the Debtors on account of any such Claim or Equity Interest, (c) creating, perfecting, or enforcing any encumbrance of any kind against the Debtors or against the property or interests in property of the Debtors on account of any such Claim or Equity Interest, and (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from the Debtors or against the property or interests in property of the Debtors on account of any such Claim or Equity Interest. Such injunction shall also extend to the Reorganized Debtor as the successor of the Debtors and its properties and interests in property.

SECTION 11.4. RELEASES. On the Effective Date, the Debtors and the Reorganized Debtor, on behalf of themselves and their Estates, shall be deemed to release unconditionally all of their respective officers, directors, employees, advisors, attorneys, financial advisors, accountants, and other professionals, the Committee members, and the Committee's advisors, attorneys, financial advisors, accountants, and other professionals, and each of their representatives and agents (including any professionals retained by such persons or entities) (the "Released Parties") from any and all claims, obligations, suits, judgments, damages, rights, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, based in whole or in part upon actions taken in their respective capacities described above or any omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Chapter 11 Cases or the Plan, except that (i) no Person shall be released from any act or omission that constitutes gross negligence or willful misconduct, and (ii) the Reorganized Debtor shall not relinquish or waive the right to assert any of the foregoing as a legal or equitable defense or right of setoff or recoupment against any Claims of any such Persons asserted against the Debtors.

SECTION 11.5. EXCULPATION OF RELEASED PARTIES. The Debtors, the Reorganized Debtor, members of the Committee, and the other Released Parties (i) shall have no liability whatsoever to any holder or purported holder of an Administrative Claim, Claim, or Equity Interest for any act or omission in connection with, or arising out of, the Plan, the Disclosure Statement, the negotiation of the Plan, the pursuit of approval of the Disclosure Statement or the solicitation of votes for confirmation of the Plan, the Chapter 11 Cases, the consummation of the Plan, the administration of the Plan or the property to be distributed under the Plan, or the Confirmation Date, or any transaction contemplated by the Plan or Disclosure Statement or in furtherance thereof, except for willful misconduct or gross negligence as determined by a Final Order, and (ii) in all respects, shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations and any other applicable law or rules protecting such Released Parties from liability.

SECTION 11.6. TERM OF BANKRUPTCY INJUNCTION OR STAY. All injunctions or stays provided for in the Chapter 11 Cases under Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

SECTION 11.7. PRESERVATION OF INSURANCE. The Debtors' discharge and release from all Claims as provided herein, except as necessary to be consistent with this Plan or the Confirmation Order, shall not diminish or impair the enforceability of any insurance policy that may cover Claims against the Debtors, or any of them, the Reorganized Debtor (including, without limitation, the Debtors' and the Reorganized Debtor's officers and directors) or any other person or entity.

SECTION 11.8. OFFICERS' AND DIRECTORS' INDEMNIFICATION RIGHTS AND INSURANCE. Notwithstanding any other provisions of the Plan, the obligations of the Debtors to indemnify their present directors, officers, and employees against any obligations, liabilities, costs or expenses pursuant to the articles

of incorporation or by-laws of the Debtors, applicable state law, specific agreement, or any combination of the foregoing, shall survive the Effective Date and shall be applicable to the Reorganized Debtor.

SECTION 11.9. BINDING EFFECT OF THE PLAN. Upon Confirmation, the provisions of this Plan shall be binding upon the Debtors, the Reorganized Debtor, any Person acquiring property under the Plan, and any holder of any Claim or Equity Interest or any Creditor or other party in interest, whether or not the Claim or Equity Interest of such Creditor or party in interest is Impaired under the Plan or is Allowed or disallowed by the Bankruptcy Court, and whether or not such Creditor or party in interest has accepted or is deemed to have accepted this Plan or has rejected or is deemed to have rejected this Plan. The rights and obligations of any Person named or referred to in this Plan shall be binding upon, and shall inure to the benefit of, the successors and assigns of such Person.

ARTICLE XII. PLAN MODIFICATION

The Debtors may propose amendments or modifications of the Plan at any time prior to the Confirmation of the Plan by the Bankruptcy Court provided that this Plan, as modified, meets the requirements of Sections 1122 and 1123 of the Bankruptcy Code, and the Debtors shall have complied with Section 1125 of the Bankruptcy Code. After Confirmation, the Debtors, with the approval of the Bankruptcy Court and so long as it does not materially or adversely affect the interest of Creditors, may remedy any defect or omission or reconcile any inconsistencies in the Plan or in the Confirmation Order in such a manner as may be necessary to carry out the purposes and effect of this Plan. This Plan may be modified at any time after Confirmation and before its substantial consummation, provided that the Plan, as modified, meets the requirements of Sections 1122 and 1123 of the Bankruptcy Code, and the Bankruptcy Court, after notice and a hearing, confirms the Plan, as modified, under Section 1129 of the Bankruptcy Code, and the circumstances warrant such modification. A holder of a Claim or Equity Interest that has accepted or rejected this Plan shall be deemed to have accepted or rejected, as the case may be, such Plan as modified, unless, within the time fixed by the Bankruptcy Court, such holder changes its previous acceptance or rejection.

ARTICLE XIII. RETENTION OF JURISDICTION

After entry of the Confirmation Order and until the Chapter 11 Cases are closed, the Bankruptcy Court, pursuant to the provisions of Sections 1123(a), (b)(3) and (6), 1127, and 1142(b), and any applicable Bankruptcy Rules, shall retain exclusive jurisdiction of all matters arising under, arising out of, or relating to these Chapter 11 Cases, including but not limited to the following:

- (a) The determination of all disputes, controversies, and suits regarding the interpretation, implementation, enforcement, or consummation of this Plan, or any party's obligations hereunder;

- (b) The allowance or disallowance of any Claim or Equity Interest, and any objections thereto;
- (c) The determination of the validity, priority, and extent of any Claim;
- (d) The determination of all controversies arising from adversary proceedings that have been or may be filed;
- (e) The determination of all controversies arising from contested matters or other litigation that has been or may be filed;
- (f) The compromise and settlement of any Claims asserted by or against the Debtors;
- (g) The modification of this Plan as may be necessary to carry out its purposes and intent, the remedy of any defect or omission or reconciliation of any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order, to the extent authorized by the Bankruptcy Code;
- (h) The estimation of Disputed, Contingent, and/or unliquidated Claims for purposes of distribution under the Plan;
- (i) The prosecution of any actions for the avoidance and recovery pursuant to Section 550 of the Bankruptcy Code of transfers avoidable by reason of Sections 544, 545, 547, 548, 549, or 553(b) of the Bankruptcy Code;
- (j) The determination of any and all applications for allowance of compensation and reimbursement of expenses authorized to be paid or reimbursed under the Bankruptcy Code or this Plan;
- (k) The issuance of orders in aid of execution of this Plan to the extent authorized by Section 1142 of the Bankruptcy Code;
- (l) The determination of such other matters as may be set forth in the Confirmation Order or as may arise in connection with this Plan or the Confirmation Order; and
- (m) The entry of a final decree closing these Chapter 11 Cases.

ARTICLE XIV. MISCELLANEOUS PROVISIONS

SECTION 14.1. POST-CONFIRMATION U.S. TRUSTEE FEES. The Reorganized Debtor will pay post-confirmation U.S. Trustee fees as required by 28 U.S.C. Section 1930(a)(6).

SECTION 14.2. DISSOLUTION OF THE COMMITTEE. The appointment of the Committee shall terminate on the Effective Date of the Subsidiaries' Plan.

SECTION 14.3. GOVERNING LAW. Except to the extent that the Bankruptcy Code is applicable, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia.

SECTION 14.4. FILING OR EXECUTION OF ADDITIONAL DOCUMENTS. On or before the Effective Date, the Debtors or the Reorganized Debtor, shall file with the Bankruptcy Court or execute, as appropriate, such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

SECTION 14.5. EXECUTION OF DOCUMENTS. All parties are required to execute such instruments or documents as may be necessary for the consummation of the Plan, and the Bankruptcy Court shall retain jurisdiction to make such orders as are necessary to require the parties to comply herewith.

SECTION 14.6. WITHHOLDING AND REPORTING REQUIREMENTS. In connection with this Plan and all instruments issued in connection herewith and distributions hereon, the Debtors and the Reorganized Debtor shall comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions hereunder shall be subject to any such withholding and reporting requirements.

SECTION 14.7. EXEMPTION FROM TRANSFER TAXES. Pursuant to Section 1146(c) of the Bankruptcy Code, the issuance, transfer or exchange of the New Senior Notes or New Common Stock under the Plan, or the making or delivery of any other instrument whatsoever, in furtherance of or in connection with the Plan shall not be subject to any sales and use, stamp, real estate transfer, recording, or other similar tax.

SECTION 14.8. .NOTICES. Any notices or requests to the Debtors or the Reorganized Debtor required to be provided pursuant to this Plan shall be made by first class, United States mail, addressed to:

Vista Eyecare, Inc.
Attention: General Counsel
296 Grayson Highway
Lawrenceville, GA 30045

and

Kilpatrick Stockton LLP
Attention: Michael D. Langford, Esq.
1100 Peachtree Street, Suite 2800
Atlanta, Georgia 30309-4530.

and

Wachtell, Lipton, Rosen & Katz
Attention: Chaïm J. Fortgang, Esq.
51 West 52nd Street
New York, New York 10019-6150

and

Alston & Bird
Attention: Grant T. Stein, Esq.
1201 West Peachtree Street
Atlanta, Georgia 30309-3424

SECTION 14.9. EFFECTIVENESS OF PRIOR ORDERS. All orders entered by the Bankruptcy Court prior to the Confirmation Date shall continue in full force and effect, unless superseded by this Plan, the Confirmation Order, or other subsequent orders of the Bankruptcy Court.

SECTION 14.10. PRESERVATION OF DEBTORS' CLAIMS, DEMANDS AND CAUSES OF ACTION. Unless otherwise provided by this Plan or the Confirmation Order, the Debtors shall retain each and every claim, demand, or cause of action which a debtor in possession has power to assert under the Bankruptcy Code, including actions for the avoidance and recovery pursuant to Section 550 of the Bankruptcy Code of transfers avoidable by reason of Sections 544, 545, 547, 548, 549 or 553(b) of the Bankruptcy Code, and the Debtors' rights therein shall be deemed transferred to the Reorganized Debtor on the Effective Date. The Reorganized Debtor may commence or continue in any appropriate court or tribunal any suit or other proceeding for the enforcement of such claims. No provision of this Plan shall impair the Reorganized Debtor's right to prosecute any such preserved claims, demands and causes of action.

SECTION 14.11. SETOFFS. The Debtors may, but shall not be required to, setoff against any Claim and the payments or other distributions to be made pursuant to this Plan in respect of such Claim, claims of any nature whatsoever that the Debtors may have against the holder of such Claims, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors of any such claim that the Debtors may have against such holder.

SECTION 14.12. COMPROMISE OF CLAIMS AND CONTROVERSIES. The Reorganized Debtor shall have the authority to compromise and resolve claims and controversies under the following parameters: After the Effective Date, the Reorganized Debtor may, without an order of the Bankruptcy Court and without notice and a hearing as provided for in Section 102(1) of the Bankruptcy Code, compromise and settle any Claim where the compromise is in writing and the proposed Allowed Claim is to be less than \$250,000.

SECTION 14.13. UNCLAIMED OR ABANDONED PROPERTY. Any and all property of the Estates of any of the Debtors that presently qualifies or may qualify in the future as unclaimed or abandoned property under the escheatment, unclaimed property, abandoned property, or similar laws of any state shall not escheat to the state, but instead shall remain property of the Debtors. Upon the Effective Date, any such abandoned or unclaimed property shall become property of the Reorganized Debtor and may be utilized by the Reorganized Debtor without any restrictions thereafter. Any Claims for such unclaimed or abandoned property that were not filed with the Bankruptcy Court on or prior to the Bar Date are hereby expunged and discharged.

SECTION 14.14. HEADINGS. The headings used in this Plan are inserted for convenience only and neither constitute a portion of this Plan nor in any manner affect the provisions or interpretation of this Plan.

SECTION 14.15. SEVERABILITY. Should any provisions of this Plan be determined to be unenforceable for any reason, such determination shall in no way limit or affect the enforceability and operative effect of any other provisions of this Plan.

SECTION 14.16. BUSINESS DAY. Whenever any date under this Plan shall be on a day other than a Business Day, then the immediately following Business Day shall be the relevant day.

SECTION 14.17. EXHIBITS AND SCHEDULES. All exhibits and schedules to the Plan are incorporated into and constitute a part of the Plan as if set forth herein.

SECTION 14.18. CONFLICT. The terms of this Plan shall govern in the event of any inconsistency with the summaries of the Plan set forth in the Disclosure Statement.

Respectfully submitted, this the 13th day of April, 2001.

VISTA EYECARE, INC.

By: _____ /S/
Name: Mitchell Goodman
Title: Senior Vice President, General Counsel
and Secretary

INTERNATIONAL VISION ASSOCIATES, LTD.

By: _____ /S/
Name: Mitchell Goodman
Title: Vice President

NVAL HEALTHCARE SYSTEMS, INC.

By: _____ /S/
Name: Mitchell Goodman
Title: Vice President

VISTA OPTICAL EXPRESS, INC.

By: _____ /S/
Name: Mitchell Goodman
Title: Vice President

EXHIBIT A TO PLAN

VISTA EYECARE, INC.

SUMMARY OF TERMS AND CONDITIONS
OF NEW SENIOR NOTES

I.	ISSUER: -----	Vista Eyecare, Inc., as Reorganized Debtor under the Parent Plan.
II.	PRINCIPAL AMOUNT: -----	\$120,000,000
III.	MATURITY: -----	The eighth anniversary of the Effective Date of the Parent Plan.
IV.	INTEREST RATE: -----	12%--Interest shall be payable in cash semi-annually in arrears on March 31 and September 30 of each year.
V.	AMORTIZATION: -----	
A.	OPTIONAL PREPAYMENTS: -----	Prepayable at any time, in whole or in part, on 30 days' prior written notice, at 100% of the principal amount of the New Senior Notes to be prepaid, plus accrued interest thereon through the date of prepayment.
B.	MANDATORY PREPAYMENTS: -----	Semi-annually mandatory prepayment of 100% of Excess Cash Flow. Excess Cash Flow shall be defined as EBITDA (i) less Capital Expenditures, (ii) plus/minus changes in Working Capital, (iii) less senior secured interest expense, (iv) less senior secured required debt amortization, (v) less pro forma New Senior Notes' interest expense, and (vi) less pro forma cash taxes.
VI.	COLLATERAL AND RANKING: -----	Subject to exit revolving credit facility, a first lien on all tangible and intangible assets of the Reorganized Debtor. Other concepts will be consistent with terms in the existing Senior Notes Indenture.

VII. COVENANTS:

Affirmative, negative, and financial covenants (including, minimum EBITDA, fixed charge coverage ratio and limitation on capital expenditures) will be consistent with the terms in the existing Senior Notes Indenture.

VIII. FINANCIAL REPORTING:

No change from reporting requirements for current outstanding Senior Notes, consistent with the terms in the existing Senior Notes Indenture.

IX. REPRESENTATIONS, WARRANTIES AND

EVENTS OF DEFAULT:

To be consistent with the terms in the existing Senior Notes Indenture.

X. REGISTRATION RIGHTS:

Demand registration rights (including shelf demand) for holders of 10% or more of the outstanding principal amount of the New Senior Notes.

XI. RATING:

The Reorganized Debtor will use its reasonable efforts to obtain a rating for the New Senior Notes of at least CCC from a nationally recognized rating agency.

EXHIBIT B TO PLAN
ASSUMED AGREEMENTS

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
1.	Sun Life Policy	Sun Life of Canada, PO Box 81200, Ste 1219, Wellesley Hills, MA 02181	Jim Krause Life Insurance	0
2.	NOVA Information Systems	NOVA Informaiton Services, Inc., One Concourse Pkwy, Ste 300, Atlanta, GA 30328	Credit Card Processing	0
3.	Discover Financial	Discover Financial Services, Inc. Attn Bonnie Middleton, POB 52145, Phoenix, AZ 85072	Credit Card Processing	0
4.	American Express	American Express, Ste 0001, Chicago, IL 60679	Credit Card Processing	0
5.	Out-Put Solutions (LaPre)	Out Put Solutions, Inc., 2 Milton Ave, Alpharetta, GA 30004	A/P Check Cutting Software	0
6.	Alternative Mailing Systems	3435 Breckinridge Blvd, Ste 100, Duluth, GA 30136	Payroll Check Software and Maintenance	20.62
7.	Ultimate Software Group	The Ultimate Software Group, Inc., 2000 Ultimate Way, Weston, FL 33326	Ulti-Pro Payroll Software	80442.9
8.	Connecticut General (Cigna)	Connecticut General Life Ins., PO Box 102086, Atlanta, GA 30368	Medical & Dental	60384.45
9.	Connecticut General (Cigna)	Connecticut General Life Ins., PO Box 102086, Atlanta, GA 30368	Basic Life/AD&D Insurance	see above
10.	Connecticut General (Cigna)	Connecticut General Life Ins., PO Box 102086, Atlanta, GA 30368	Supplemental Life Insurance	see above
11.	HMSA	Hawaii Medical Service Association, PO Box 29330, Honolulu, HI 96820	Medical & Dental Hawaii	0
12.	Standard Insurance Company	Standard Insurance Company, Unit 81, PO Box 4900, Portland, OR 97208	Short term/Long Term Disability	0
13.	Paul Revere Insurance Company	Paul Revere Insurance Company, PO Box 13974, Philadelphia, PA 19153	Executive Supplemental Disability	0
14.	The Hartford (TPA)	The Hartford, PO Box 00-03760, Philadelphia, PA 19178	New York Short Disability	0
15.	Hartford Life & Accident Ins., PO Box 31000, Honolulu, HI 96849	Hartford Fire Insurance	Worker's Comp	25518
16.	W. E. Stanley	WE Stanley, 300 E. Wendover Ave., Greensboro, NC 27401	401(k) Retirement Plan	0
17.	First Trust	Trustlynx, P.O. B. 17748, Cenver, CO 80217	401(k) Retirement Plan	0
18.	LINA	LINA, PO Box 8500-K110, Philadelphia, PA 19178	Travel/Accident Insurance	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
19.	Laboratory Group	Laboratory Corp of America, Holdings, Po Box 12140, Burlington, NC 27216	Drug Testing	6489.29
20.	MedTox Laboratories	Medtox Laboratories, 402 West County Road D, St Paul, MN 55112	Drug Testing	7528.88
21.	Hire Check f/k/a CIC	Hire Check, Inc., PO Box 42199, St. Petersburg, FL 33742	Background Check	1876
22.	E-Trade (Share Data)	E*Trade Business Solutions, PO Box 989032, West Sacramento, CA 95798	Stock Option Data Base	0
23.	IBM Credit Corp Financing	IBM Corporation, PO Box 105063-B0 CD 3, Atlanta, GA 30348	8 2483s Scanners in the Lawrenceville DC	see below
24.	IBM	IBM Corporation, PO Box 105063-B0 CD 3, Atlanta, GA 30348	Equipment located at Mid West	see below
25.	IBM	IBM Corporation, PO Box 105063-B0 CD 3, Atlanta, GA 30348	AS/400 - HO - Lease approx. 2 Yrs.	47938.46
26.	MCI/Worldcom/UUNET	MCI Worldcom Communications, Inc. PO Box 371322, Pittsburgh, PA 15250	POS Comm - 3 yr. K - Use private intern. Pay monthly	0
27.	MCI/Worldcom/UUNET	MCI Worldcom Communications, Inc. PO Box 371322, Pittsburgh, PA 15250	Internet - HO - 3 yr. K - Use private intern. Pay monthly	0
28.	JDA	JDA Software, Group, 14400 N 87th Street, Scottsdale, AZ 85260	Enterprise Software - License Agreement - One Time	43676
29.	Borland	Borland International, 100 Borland Way, Dept 1410, Scotts Valley, CA 95066	InterBase -- POS Database - One-time license - software, Enterprise (Support Agreement)	0
30.	GEIS	GE Information Services, PO Box 640371, Pittsburgh, PA 15264	New POS Mail Box/Comm Maintenance	0
31.	Sterling Commerce	Sterling Commerce, PO Bxo 73199, Chicago, IL 60673	EDI Comm/mtce, Gen Tran	7355.65
32.	Lucent Technologies, Inc.	Lucent Technologies, Inc., PO Box 27-850, Kansas City, MO 64184	Phone Mtce - HO	0
33.	AVAYA Communications	Avaya Inc., PO Box 27-850, Kansas City, MO 64184	Definity G3si PBX, Intuity Audix, Call Accounting System	4863.05
34.	Santa Cruz Operations	The Santa Cruz Operation, Inc., PO Box 7594, San Francisco, CA 94120	POS - UNIX Oper. System - License - we've paid oport to to buy at discount	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
35.	Novell	Novell, Inc., PO Box 31001-0024, Pasadena, CA 91110	Corporate License Agreement for network, zenworks, groupwise, NDS, e-directory, NT Account Manager, Netwrk wiring	0
36.	JYACC, Inc.	Prolifics, 116 John Street, New York, NY 10038	Prolifics - POS Tool - Maintenance - software	269.36
37.	Hawkeye Information Services	Hawkeye Information Services, PO Box 2167, Ft Collins, CO 80522	Hawkeye - AS/400 Tool Annual Maint., Pathfinder	0
38.	Business Computer Designs	Business Computer Design, 950 York Road, Hinesdale, IL 60521	Progen - AS/400 Tool Annual Maint.	0
39.	AirTouch	Airtouch Paging, PO Box 672038, Dallas, TX 75267	Pagers - Lease	276.8
40.	For Business Technology	For Business Technologies, Inc., 875 Lawrenceville Suwanee Road, Package Lawrenceville, GA 30046	POS Call Log Tracking - Software	4165
41.	Arcus Data Security	Arcus Data Security, Inc. PO Box 911862, Dallas, TX 75391	Storage (Back-ups)	482.98
42.	Sungard Recovery	Sungard Recovery Services, Inc., PO Box 91233, Chicago, IL 60693	Business Recovery Site, Contingency Safety	3500
43.	BMC	BMC Solutions, Inc., PO Box 932109, Atlanta, GA 31193	Printer Mtce. - DC/AP	747.8
44.	Regions Leasing/Darrell Flowe & Assoc.	Regions Leasing, PO Box 1203, Montgomery, AL 36102	Software, S/20 ALTDEV/ Master Lease DFA-004, 9406 ALTPROD/Master Lease DFA-004	0
45.	Prodata	Prodata Computer Services, Inc., 2809 South 160th St, Ste 401, Omaha, NE 681	DataBase Utility - Software	398
46.	Pinnacle Bus. Systems	Pinnacle Business Systems, 1000 South Baumann, Edmond, OK 73034	Job Manager and ICOM/400	0
47.	Perle	Perle Systems LTd, Dept 771074, PO Box 77000, Detroit, MI 48277	Computer Language License	0
48.	Blue Ocean Software	Blue Ocean Software, Inc., 15310 Amberly Drive, Tampa, FL 33647	Track-It - Inv. Control Software	0
49.	Lexmark	Lexmark International, Inc., PO Box 96612, Chicago, IL 60693	Printers - Maintenance	0
50.	Elron Software	Elron Software, Network Mgmt Div., One Cambridge Ctr, 11th Floor??	Firewall and Web Inspector	1794
51.	Verizon Wireless	Verizon Wireless Messaging Service, POB 672038, Dallas, TX 75267	Pagers - Lease	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
52.	Verizon Wireless	Verizon Wireless Messaging Service, 672038, Dallas, TX 75267	POB Phones for the Stores	38184.45
53.	Sprint	Sprint, POB 530504, Atlanta, GA 30353	Wide Area Network	25525.78
54.	Hewlett Packard	Hewlett Packard, PO Box 101149, Atlanta, GA 30392	Hardware and Software Support for K370	593.35
55.	Hewlett Packard	Hewlett Packard, PO Box 101149, Atlanta, GA 30392	Hardware and Software Support for K570	see above
56.	Hewlett Packard	Hewlett Packard, PO Box 101149, Atlanta, GA 30392	Hp 9000s, other equipment	see above
57.	Comshare	Comshare, Inc., 33191 Treasury Center, Chicago, IL 60694	Support Agreement	0
58.	Computer Associates(Softmart)	Softmart Commercial Services, Inc., PO Box 7780-3142, Philadelphia, PA 19182	Open License Agreement for ARCServe/Network Backup	5651.49
59.	Cabletron (Enterasys Networks)	Cabletron Systems, Inc., 35 Industrial Way, PO Box 5005, Rochester, NH 03867	Cabletron Routers and Spectrum Software	5518.63
60.	F-Secure Corp/Global Technologies	Global Technologies, Inc, POB 88780, Atlanta, GA 30356	Open License Agreement for anti-virus	0
61.	Powerware	Powerware, PO Box 93810, Chicago, IL 60673-3810	UPS in Computer Room	0
62.	RJS Software	RJS Software Systems, PO Box 19408, Minneapolis, MN 55419	WinSpool	0
63.	SecurityLink/Ameritech	Security Link from Ameritech, PO Box 9001076, Louisville, KY 40290	WinPak Security Software, Card Printer	55.03
64.	WRQ - Reflections	WRQ, PO Box 34936, Seattle, WA 98124-1936	AS/400 Immulator	0
65.	MapQuest	MapQuest.Com, Inc., Po Box 85009490, Philadelphia, PA 19178-9490	Web Location Tool	0
66.	Web Oricle	Web Oracle, Inc., 5323 Oxford Chase Way, Dunwoody, GA 30338	Website Hosting	0
67.	ARM Group	Arm Group, 143 Madison Avenue, New York, NY 10016	Contract Tickler Annual Maintenance	0
68.	Allergan	Allergan Inc., 2525 Dupont Drive, Irvine, CA 92715	Solutions	0
69.	PerSe Technologies	Per-Se' Technologies, Po Box 101352, Atlanta, GA 30392	Process Managed Care Claims	257638.32
70.	Managed Care Systems	Managed Care Systems, Inc. 7330 North 16th Street, Ste G-102, Phoenix, AZ 85038	Software for Processing Acquired Entities	6333.33

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
71.	Bette Burgess HMC/ Provider Billing Services	Bette Burgess, HCB, 3138 W Dakota Ave Unit 96, Fresno, CA 93722	Medical Billing	3843
72.	Digital Vision (DVI Monthly License Fee)	Digital Vision Inc., PO Box 82294, Portland, OR 97282	RX Tracking for Lawrenceville & Midwest Labs	16508.72
73.	Mike Albert Leasing	Mike Albert Leasing, Inc., PO Box 642531, Pittsburg, PA 15264	7 Auto Leases (details on separate schedule)	2722.56
74.	CareData.com	CAREDATA.COM, PO Box 277434, Atlanta, GA 30384	Credentialing	2356.5
75.	Parkway Portfolio 1 LLC	Parkway Portfolio, Moorefield II, PO Box 39271, Jackson, MS 39271	Eastern Regional Office, Richmond, VA	143.5
76.	LC Properties, LLC (lAssignee of Wal-Mart effective 01/01)	LC Properties, LLC, 26 Sycamore Station, Decatur, GA 30030	Sublease for 296 Grayson Highway Offices	0
77.	Dr. Myrel A. Nuemann	Dr. Myrel A. Neumann, PO Box 1304, c/o Kern Dewenter, St Cloud, MN 56303	Lease for Midwest Lab and Offices	0
78.	Army & Air Force Exchange Service	Army & Airforce Exchange Service, 2727 West LBJ Freeway, Dallas, TX 75234	Hurlburt, Elgin, Edward, Ft. Wainwright, Eielson, Ft. Rucker, Robins, Elmendorf, Ft. Hood & Patrick stores	46307.61
79.	Navy Exchange Service Command	Navy Exchange Service Command, 3280 Virginia Beach Blvd., Vrginia Beach, VA 23452	Bethesda, Annapolis, Norfolk, Brunswick, Moffett Field, Memphis, New London & Portsmouth stores	30658.56
80.	Marine Corp Exchange	Marine Corp Community Services Division, POB 1397, Quantico, VA 22134	Quantico store	1831.45
81.	Key Corporate Capital	KeyCorp Leasing c/o KeyBank, Attn: Ron McKenzie, POB 11500, Tacoma, WA 98411	Managed Care Software System AS/400 & Upgrade 9406170 Computer et al	0
82.	WAL*MART MANAGED CARE PLANS	SEE BELOW FOR INDIVIDUAL WAL*MART MANAGED CARE PLANS.	MANAGED CARE PLANS	
83.	Anthem Blue Cross Blue Shield of CT	PO Box 555, North Haven, CT, 06475	Wal*Mart Managed Care Plans	0
84.	Atlantic County Utilities Authority	1760 Market St 14th Floor, Philadelphia, PA, 19103	Wal*Mart Managed Care Plans	0
85.	Atlantic Integrated Health	1315 S. Glenburne Rd, New Bern, NC., 28562	Wal*Mart Managed Care Plans	0
86.	B/C &B/S Central NY - HMO-CNY Inc	344 South Warren Street, P.O. Box 4089, Syracuse, NY, 13221-4712	Wal*Mart Managed Care Plans	0
87.	Blue Cross Blue Shield Alabama - All Kids	P.O. Box 995, Birmingham, AL, 35298	Wal*Mart Managed Care Plans	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
88.	Blue Cross Blue Shield of Maryland	10455 Mill Run Circle, Owings Mills, MD, 21117-5559	Wal*Mart Managed Care Plans	0
89.	Blue Cross Blue Shield of Utica Watertown	Utica Business Park / 12 Rhoads Dr., Utica, NY, 13502	Wal*Mart Managed Care Plans	0
90.	Blue Shield of Northeastern NY	P.O. Box 15013, Albany, NY, 12212-5013	Wal*Mart Managed Care Plans	0
91.	Cascade Comprehensive Care Inc	P.O. Box 217, Klamath Falls, OR, 97601-0368	Wal*Mart Managed Care Plans	0
92.	Cigna Health Plan of Texas/Temple Inland	Two Riverway, Ste. 1200, Houston, TX, 77056	Wal*Mart Managed Care Plans	0
93.	Clarity Vision/Opti/Gat	PO Box 890500, Camp Hill, PA, 17089	Wal*Mart Managed Care Plans	0
94.	Coast to Coast - 20/20 Select	PO Box 671309, Dallas, TX, 75367	Wal*Mart Managed Care Plans	0
95.	Davis Vision	PO Box 971, Schenectady, NY, 12301	Wal*Mart Managed Care Plans	0
96.	ECPA	PO Box 51810, Phoenix, AZ, 85076	Wal*Mart Managed Care Plans	0
97.	Fraternal Order of Police	511 N Broad St 7th Floor, Philadelphia, PA, 19123	Wal*Mart Managed Care Plans	0
98.	GHI (Group Health Inc)	Pioneer Business Park / 5000 Campuswood Dr., East Syracuse, N Y, 13057-9914	Wal*Mart Managed Care Plans	0
99.	Grants Pass Clinic	Vocational Rehab Division, PO Box 808, Gold Beach, OR. 97444	Wal*Mart Managed Care Plans	0
100.	Hidden Lake Academy	830 Hidden Lake Road, Dahlonoga, GA, 30533	Wal*Mart Managed Care Plans	0
101.	Intergroup	9300 N. Finance Center Dr., Ste. 100, Tucson, AZ, 85710	Wal*Mart Managed Care Plans	0
102.	MECA	PO Box 17190, Indianapolis, IN, 4617	Wal*Mart Managed Care Plans	0
103.	Medi-Cal	3138 W. Dakota #2, Fresno, CA, 93722- 4944	Wal*Mart Managed Care Plans	0
104.	Medicare	2300 Springdale Drive, Building 1, GM-219, Camden, SC, 29020	Wal*Mart Managed Care Plans	0
105.	MES	PO Box 93033, Long Beach, CA, 90809	Wal*Mart Managed Care Plans	0
106.	Metlife Grp Vision Clai	PO Box 3010 Oneida County Industrial Park, Utica, NY, 13504	Wal*Mart Managed Care Plans	0
107.	Metropolitan AT&T, Lucent Tech., Goodyear	See Above	Wal*Mart Managed Care Plans	0
108.	Metropolitan Schedule "C"	P.O. Box 3010, Onieda Cnty. Industrial Park, Utica, NY, 13504	Wal*Mart Managed Care Plans	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
109.	National Vision Admin	P.O. Box 2187, Clifton, NJ, 7015	Wal*Mart Managed Care Plans	0
110.	New Mexico Medicaid	P.O. Box 25700, Albuquerque, NM, 87125	Wal*Mart Managed Care Plans	0
111.	North American Preferred Vision Network	PO Box 2487, Columbus, OH. 43216	Wal*Mart Managed Care Plans	0
112.	Onondaga County Laborer's Health & Training Funds	10 Adler Dr, East Syracuse, NY, 13057	Wal*Mart Managed Care Plans	0
113.	Pacific Source Health	PO Box 7068, Eugene, OR, 97401	Wal*Mart Managed Care Plans	0
114.	Quality Block Company - SRT Administrators	PO Box 8049, Phoenix, AZ, 85060	Wal*Mart Managed Care Plans	0
115.	San Carlos Housing Authority	P.O. Box 55237, Phoenix, AZ, 85078	Wal*Mart Managed Care Plans	0
116.	Senior's First	PO Box 830602 Birmingham, AL 35203, Birmingham, AL, 35203	Wal*Mart Managed Care Plans	0
117.	Shoal-Water Bay Indian Tribe Store 2037 only	PO Box 228, Tokeland, WA. 98590	Wal*Mart Managed Care Plans	0
118.	South Dakota Medicaid	700 Governor's Dr., Pierre, SD, 57501	Wal*Mart Managed Care Plans	0
119.	Spectera Inc	2811 Lord Baltimore Dr, Baltimore, MD, 21244	Wal*Mart Managed Care Plans	0
120.	Superior Vision Reliast	PO Box 967, Rancho Cordova, CA, 95741	Wal*Mart Managed Care Plans	0
121.	Texas Medicaid	P.O Box 200555 Bldg C, Austin, TX, 78720	Wal*Mart Managed Care Plans	0
122.	Texas Rehabilitation Commission	See Above	Wal*Mart Managed Care Plans	0
123.	Top Quality Masonry Company - SRT Administrators	PO Box 8049, Phoenix, AZ, 85060	Wal*Mart Managed Care Plans	0
124.	West Virginia Medicaid	P.O. Box 3767, Charleston, WV, 35337	Wal*Mart Managed Care Plans	0
125.	Wyoming Medicaid	P.O. Box 547, Cheyenne, WY, 82003	Wal*Mart Managed Care Plans	0
126.	FRED MEYER MANAGED CARE PLANS	SEE BELOW FOR INDIVIDUAL FRED MEYER MANAGED CARE PLANS.	MANAGED CARE PLANS	
127.	A&I Benefit Administrators	1220 Southwest Morrison, Ste. 300 Portland, OR, 97205	Fred Meyer Managed Care Plans	0
128.	Adminisrative Enterprises Inc.	3404 W. Cheryl Drive, Phoenix, AZ, 85051	Fred Meyer Managed Care Plans	0
129.	Advanced Benefits Administrato	6420 SW Madcam Avenue, Portland, OR, 97201	Fred Meyer Managed Care Plans	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
130.	Aetna / US Healthcare	P.O. Box 1125, Bluebell, PA, 19422	Fred Meyer Managed Care Plans	0
131.	AK Healthcare System	2925 De Barr Rd., Anchorage, AK, 99508	Fred Meyer Managed Care Plans	0
132.	Alaksa Laborers Construction Industry	P.O. Box 34567, Seattle, WA, 98124	Fred Meyer Managed Care Plans	0
133.	ALASKA VA Healthcare Systems	2925 De Barr Rd., Anchorage, AK, 99508	Fred Meyer Managed Care Plans	0
134.	Alliance Health Plan	P.O. Box 1207, Seattle, WA, 98111	Fred Meyer Managed Care Plans	0
135.	Anthem Health & Life Insurance	P.O. Box 11111, Fort Scott, KS, 66701	Fred Meyer Managed Care Plans	0
136.	AOI Health Choice	P.O. Box 40384, Portland, OR, 97240	Fred Meyer Managed Care Plans	0
137.	Associated Administrators	P.O. Box 6711, Portland, OR, 97228	Fred Meyer Managed Care Plans	0
138.	Avesis, Inc.	P.O. Box 7777, Phoenix, AZ, 85012	Fred Meyer Managed Care Plans	0
139.	Benesight	P.O. Box 52100, Phoenix, AZ, 85072	Fred Meyer Managed Care Plans	0
140.	Blue Card Program	P.O. Box 327, Seattle, WA, 98111	Fred Meyer Managed Care Plans	0
141.	Blue Cross of Idaho	P.O. Box 7408, Boise, ID, 83707	Fred Meyer Managed Care Plans	0
142.	Blue Cross of Washington/Alaska	P.O. Box 91080, Seattle, WA, 98111	Fred Meyer Managed Care Plans	0
143.	Blue Cross/Blue Shield	P.O. Box 91010, Seattle, WA, 98111	Fred Meyer Managed Care Plans	0
144.	Boeing Health Plan	P.O. Box 21065, Seattle, WA, 98111	Fred Meyer Managed Care Plans	0
145.	Boeing Health Washington Plan	P.O. Box 91009, Seattle, WA, 98101	Fred Meyer Managed Care Plans	0
146.	CARPENTER'S TRUST OF WA/ID	P.O. Box 5434, Spokane, WA, 99205	Fred Meyer Managed Care Plans	0
147.	Cement Masons & Plasterers - W	P.O. Box 34203, Seattle, WA, 98121	Fred Meyer Managed Care Plans	0
148.	CIGNA Healthcare	P.O. Box 9321, Sherman, TX, 75091	Fred Meyer Managed Care Plans	0
149.	Cigna Healthcare	P.O. Box 188004, Chattanooga, TN, 37422	Fred Meyer Managed Care Plans	0
150.	CIGNA HEALTHCARE	P.O. Box 188004, Chattanooga, TN, 37422	Fred Meyer Managed Care Plans	0
151.	Cigna Healthcare - ID	P.O. Box 182654, Columbus, OH, 43218	Fred Meyer Managed Care Plans	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
152.	CLARITY VISION	P.O. Box 890500, Camp Hill, PA, 17089	Fred Meyer Managed Care Plans	0
153.	Coast To Coast Vision Plan	P.O. Box 792070, San Antonio, TX, 78279	Fred Meyer Managed Care Plans	0
154.	Coastal Insurance	P.O. Box 897, Bellingham, WA, 98227	Fred Meyer Managed Care Plans	0
155.	Davis Vision	P.O. Box 971, Schenectady, NY, 12301	Fred Meyer Managed Care Plans	0
156.	EYECARE PLAN OF AMERICA - ECPA	7776 S. Point Parkway W., Phoenix, AZ, 85044	Fred Meyer Managed Care Plans	0
157.	First Choice Healthcare	P.O. Box 91009, Seattle, WA, 98101	Fred Meyer Managed Care Plans	0
158.	First Health	P.O. Box 8099, London, KY, 40742	Fred Meyer Managed Care Plans	0
159.	Great West Life	P.O. Box 11111, Fort Scott, KS, 66701	Fred Meyer Managed Care Plans	0
160.	H.E.R.E. Local 8	P.O. Box 34355, Seattle, WA, 98124	Fred Meyer Managed Care Plans	0
161.	Health Comp. Admin.	P.O. Box 45018, Fresno, CA, 93718	Fred Meyer Managed Care Plans	0
162.	Health Management Network	13902 East Expedition Ave., Aurora, CO, 80013	Fred Meyer Managed Care Plans	0
163.	HEALTHCARE MANAGEMENT ADMIN.	P.O. Box 85008, Bellvue, WA, 98015	Fred Meyer Managed Care Plans	0
164.	Highline Community Hospital	P.O. Box 91014, Seattle, WA, 98101	Fred Meyer Managed Care Plans	0
165.	Idaho Medicaid	P.O. Box 23, Boise, ID, 83707	Fred Meyer Managed Care Plans	0
166.	IEC Group	P.O. Box 7186, Boise, ID, 83707	Fred Meyer Managed Care Plans	0
167.	INTERMOUNTAIN IRON WRKRS LOCAL 732	3785 S, 700 East, City, UT, 84106	Fred Meyer Managed Care Plans	0
168.	Kenai Borough	P.O. Box 97313, Bellvue, WA, 98009	Fred Meyer Managed Care Plans	0
169.	Kenai School District	P.O. Box 97313, Bellvue, WA, 98009	Fred Meyer Managed Care Plans	0
170.	Lifewise	P.O. Box 7709, Bend, OR, 97708	Fred Meyer Managed Care Plans	0
171.	MEDICAL EYE SERVICES	P.O. Box 93033, Long Beach, CA, 90809	Fred Meyer Managed Care Plans	0
172.	Medical Eye Services	P.O. Box 93033, Long Beach, CA, 90809	Fred Meyer Managed Care Plans	0
173.	Medical Eye Services of Oregon	P.O. Box 8184, Portland, OR, 97207	Fred Meyer Managed Care Plans	0
174.	MetLife Insurance Co.	P.O. Box 3010, Utica, NY, 13504	Fred Meyer Managed Care Plans	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
175.	MetLife Insurance Company	P.O. Box 3010, Utica, NY, 13504	Fred Meyer Managed Care Plans	0
176.	Microsoft	P.O. Box 4346, Bismark, ND, 58502	Fred Meyer Managed Care Plans	0
177.	Mountain States Administration	13902 East Expedition Ave., Aurora, CO, 80013	Fred Meyer Managed Care Plans	0
178.	Mutual of Omaha	P.O. Box 31488, Omaha, NE, 68131	Fred Meyer Managed Care Plans	0
179.	National Vision Administrators	P.O. Box 1981, East Hanover, NJ, 07936	Fred Meyer Managed Care Plans	0
180.	Northern Alaska Carpernters - Local 1243	P.O. Box 12707, Seattle, WA, 98111	Fred Meyer Managed Care Plans	0
181.	Northwest Benefit Network (NBN)	2323 Eastlake Ave. E., Seattle, WA, 98102	Fred Meyer Managed Care Plans	0
182.	Northwest Sheet Metal Workers	P.O. Box 5433, Spokane, WA, 99205	Fred Meyer Managed Care Plans	0
183.	OEA Choice Trust	P.O. Box 23600, Tigard, OR, 97281	Fred Meyer Managed Care Plans	0
184.	One Health Plan	P.O. Box 97313, Bellvue, WA, 98009	Fred Meyer Managed Care Plans	0
185.	OPERATING ENGINEERS OF WA/AK	P.O. Box 34684, Seattle, WA, 98124	Fred Meyer Managed Care Plans	0
186.	Operating Engineers of WA/AK	P.O. Box 34684, Seattle, WA, 98124	Fred Meyer Managed Care Plans	0
187.	Oregon Dental Service	P.O. Box 40384, Portland, OR, 97240	Fred Meyer Managed Care Plans	0
188.	Pacific Heritage Administrator	P.O. Box 1020, Portland, OR, 97207	Fred Meyer Managed Care Plans	0
189.	PacifiCare of Oregon	P.O. Box 310703, Boca Raton, FL, 33431	Fred Meyer Managed Care Plans	0
190.	Pierce County Blue Shield	P.O. Box 21267, Seattle, WA, 98111	Fred Meyer Managed Care Plans	0
191.	PREMERA BLUE CARD	P.O. Box 327, Seattle, WA, 98111	Fred Meyer Managed Care Plans	0
192.	Premera Blue Cross	P.O. Box 90180, Seattle, WA, 98111	Fred Meyer Managed Care Plans	0
193.	PREMERA BLUE CROSS	P.O. Box 21065, Seattle, WA, 98111	Fred Meyer Managed Care Plans	0
194.	PRINCIPAL FINANCE GROUP	P.O. Box 57700, Salt Lake City, UT, 84157	Fred Meyer Managed Care Plans	0
195.	Principal Financial	4021 South 700 East, Ste. 500Springs, Springs, CO, 80949	Fred Meyer Managed Care Plans	0
196.	Principal Mutual Life Insuranc	P.O. Box 3006, Ames, IA, 50010	Fred Meyer Managed Care Plans	0
197.	Providence Good Health Plan	P.O. Box 3125, Portland, OR, 97208	Fred Meyer Managed Care Plans	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
198.	Providence Health Plans-Select Care of Oregon	P.O. Box 370, Longview, OR, 98632	Fred Meyer Managed Care Plans	0
199.	PUGET SOUND BENEFITS TRUST	P.O. Box 34203, Seattle, WA, 98124-1203	Fred Meyer Managed Care Plans	0
200.	Puget Sound Electrical Workers	P.O. Box 34203, Seattle, WA, 98124	Fred Meyer Managed Care Plans	0
201.	QualMed Oregon Health Plan	P.O. Box 1707, Clackamas, OR, 97015	Fred Meyer Managed Care Plans	0
202.	Regence BCBS of Oregon	P.O. Box 1271, Portland, OR, 97207	Fred Meyer Managed Care Plans	0
203.	Regence Blue shield	P.O. Box 21267, Seattle, WA, 98111	Fred Meyer Managed Care Plans	0
204.	Regence Blue Shield of Idaho	P.O. Box 1160, Lewiston, ID, 97207	Fred Meyer Managed Care Plans	0
205.	Regence Blue Shield of WA	P.O. Box 21267, Seattle, WA, 98111	Fred Meyer Managed Care Plans	0
206.	Regence HMO Oregon	P.O. Box 900, Portland, OR, 97207-0900	Fred Meyer Managed Care Plans	0
207.	Regence Northwest Health	P.O. Box 91039, Seattle, WA, 98111	Fred Meyer Managed Care Plans	0
208.	Risk & Benefit Management Serv	P.O. Box 241569, Anchorage, AK, 99524-1569	Fred Meyer Managed Care Plans	0
209.	SECURE VISION	P.O. Box 790042, St. Louis, MO, 63179	Fred Meyer Managed Care Plans	0
210.	Select Care - Washington	P.O. Box 10106, Eugene, OR, 97440	Fred Meyer Managed Care Plans	0
211.	SGA Benefits Trust	P.O. Box 46579, Seattle, WA, 98146-0579	Fred Meyer Managed Care Plans	0
212.	Sound Health	P.O. Box 12707, Seattle, WA, 98111	Fred Meyer Managed Care Plans	0
213.	Spectera Vision	2811 Lord Baltimore Dr., Baltimore, MD, 251244	Fred Meyer Managed Care Plans	0
214.	Superior Vision Plan	24012 Calle De La Plata, Ste. 350, Laguna Hills, CA, 92653-7624	Fred Meyer Managed Care Plans	0
215.	SUPERIOR VISION PLAN - RELIAS	P.O. Box 967, Rancho Cordova, CA, 92654	Fred Meyer Managed Care Plans	0
216.	SUPERIOR VISION SERVICES	P.O. Box 2829, Niguel, CA, 92654	Fred Meyer Managed Care Plans	0
217.	The TPA	P.O. Box 300, Pueblo, CO, 81002	Fred Meyer Managed Care Plans	0
218.	UFCW - Oregon	P.O. Box 1420, Portland, OR, 97207	Fred Meyer Managed Care Plans	0
219.	UFCW Local 555 Employers Trust	P.O. Box 6010, Cypress, CA, 90630	Fred Meyer Managed Care Plans	0
220.	Washington Employers Trust	P.O. Box 12068, Seattle, WA, 98102	Fred Meyer Managed Care Plans	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
221.	William C. Earhart	P.O.Box 4148, Portland, OR, 97208	Fred Meyer Managed Care Plans	0
222.	Zenith Administrators	P.O. Box 7128, Phoenix, AZ, 85011	Fred Meyer Managed Care Plans	0
223.	FREE STANDING MANAGED CARE PLANS	SEE BELOW FOR INDIVIDUAL FREE STANDING MANAGED CARE PLANS.	MANAGED CARE PLANS	
224.	A&I Benefit Administrators	1220 Southwest Morrison, Ste. 300, Portland, OR, 97205	Free Standing Managed Care Plans	0
225.	Adminisrative Enterprises, Inc.	3404 W. Cheryl Drive, Phoenix, AZ, 85051	Free Standing Managed Care Plans	0
226.	Advanced Benefits Administrato	6420 SW Madcam Avenue, Portland, OR, 97201	Free Standing Managed Care Plans	0
227.	Aetna / US Healthcare	P.O. Box 1125, Bluebell, PA, 19422	Free Standing Managed Care Plans	0
228.	AK Healthcare System	2925 De Barr Rd., Anchorage, AK, 99508	Free Standing Managed Care Plans	0
229.	Alaksa Laborers Construction Industry	P.O. Box 34567, Seattle, WA, 98124	Free Standing Managed Care Plans	0
230.	ALASKA VA Healthcare Systems	2925 De Barr Rd., Anchorage, AK, 99508	Free Standing Managed Care Plans	0
231.	Alliance Health Plan	P.O. Box 1207, Seattle, WA, 98111	Free Standing Managed Care Plans	0
232.	Anthem Health & Life Insurance	P.O. Box 11111, Fort Scott, KS, 66701	Free Standing Managed Care Plans	0
233.	AOI Health Choice	P.O. Box 40384, Portland, OR, 97240	Free Standing Managed Care Plans	0
234.	Associated Administrators	P.O. Box 6711, Portland, OR, 97228	Free Standing Managed Care Plans	0
235.	Avesis, Inc.	P.O. Box 7777, Phoenix, AZ, 85012	Free Standing Managed Care Plans	0
236.	Benesight	P.O. Box 52100, Phoenix, AZ. 85072	Free Standing Managed Care Plans	0
237.	Block Vision	250 Country Road, P.O. Box 7068, Eugene, OR, 97401	Free Standing Managed Care Plans	0
238.	Blue Card Program	P.O. Box 327, Seattle, WA, 98111	Free Standing Managed Care Plans	0
239.	Blue Cross of Idaho	P.O. Box 7408, Boise, ID, 83707	Free Standing Managed Care Plans	0
240.	Blue Cross of Washington/Alask	P.O. Box 91080, Seattle, WA, 98111	Free Standing Managed Care Plans	0
241.	Blue Cross/Blue Shield	P.O. Box 91010, Seattle, WA, 98111	Free Standing Managed Care Plans	0
242.	Boeing Health Plan	P.O. Box 21065, Seattle, WA, 98111	Free Standing Managed Care Plans	0
243.	Boeing Health Washington Plan	P.O. Box 91009, Seattle, WA, 98101	Free Standing Managed Care Plans	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
244.	CARPENTER'S TRUST OF WA/ID	P.O. Box 5434, Spokane, WA, 99205	Free Standing Managed Care Plans	0
245.	Cement Masons & Plasterers - W	P.O. Box 34203, Seattle, WA, 98121	Free Standing Managed Care Plans	0
246.	CIGNA Healthcare	P.O. Box 9321, Sherman, TX, 75091	Free Standing Managed Care Plans	0
247.	Cigna Healthcare	P.O. Box 188004, Chattanooga, TN, 37422	Free Standing Managed Care Plans	0
248.	CIGNA HEALTHCARE	P.O. Box 188004, Chattanooga, TN, 37422	Free Standing Managed Care Plans	0
249.	Cigna Healthcare - ID	P.O. Box 182654, Columbus, OH, 43218	Free Standing Managed Care Plans	0
250.	CLARITY VISION	P.O. Box 890500, Camp Hill, PA, 17089	Free Standing Managed Care Plans	0
251.	Coast To Coast Vision Plan	P.O. Box 792070, San Antonio, TX, 78279	Free Standing Managed Care Plans	0
252.	Coastal Insurance	P.O. Box 897, Bellingham, WA, 98227	Free Standing Managed Care Plans	0
253.	Davis Vision	P.O. Box 971, Schenectady, NY, 12301	Free Standing Managed Care Plans	0
254.	EYECARE PLAN OF AMERICA - ECPA	7776 S. Point Parkway W., Phoenix, AZ 85044	Free Standing Managed Care Plans	0
255.	First Choice Healthcare	P.O. Box 91009, Seattle, WA, 98101	Free Standing Managed Care Plans	0
256.	First Health	P.O. Box 8099, London, KY, 40742	Free Standing Managed Care Plans	0
257.	Great West Life	P.O. Box 11111, Fort Scott, KS, 66701	Free Standing Managed Care Plans	0
258.	H.E.R.E. Local 8	P.O. Box 34355, Seattle, WA, 98124	Free Standing Managed Care Plans	0
259.	Health Comp. Admin.	P.O. Box 45018, Fresno, CA, 93718	Free Standing Managed Care Plans	0
260.	Health Management Network	13902 East Expedition Ave., Aurora, CO, 80013	Free Standing Managed Care Plans	0
261.	HEALTHCARE MANAGEMENT ADMIN.	P.O. Box 85008, Bellvue, WA, 98015	Free Standing Managed Care Plans	0
262.	Highline Community Hospital	P.O. Box 91014, Seattle, WA, 98101	Free Standing Managed Care Plans	0
263.	Idaho Medicaid	P.O. Box 23, Boise, ID, 83707	Free Standing Managed Care Plans	0
264.	IEC Group	P.O. Box 7186, Boise, ID, 83707	Free Standing Managed Care Plans	0
265.	Intermountain Administrators	P.O. Box 3018, Missoula, MT, 59806	Free Standing Managed Care Plans	0
266.	INTERMOUNTAIN IRON WRKRS LOCAL 732	3785 S, 700 East, City, UT, 84106	Free Standing Managed Care Plans	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
267.	Kenai Borough	P.O. Box 97313, Bellvue, WA, 98009	Free Standing Managed Care Plans	0
268.	Kenai School District	P.O. Box 97313, Bellvue, WA, 98009	Free Standing Managed Care Plans	0
269.	Lifewise	P.O. Box 7709, Bend, OR, 97708	Free Standing Managed Care Plans	0
270.	Medi-Cal	3138 W. Dakota #2, Fresno, CA, 93722-4944	Free Standing Managed Care Plans	0
271.	MEDICAL EYE SERVICES	P.O. Box 93033, Long Beach, CA, 90809	Free Standing Managed Care Plans	0
272.	Medical Eye Services	P.O. Box 93033, Long Beach, CA, 90809	Free Standing Managed Care Plans	0
273.	Medical Eye Services of Oregon	P.O. Box 8184, Portland, OR, 97207	Free Standing Managed Care Plans	0
274.	MetLife Insurance Co.	P.O. Box 3010, Utica, NY, 13504	Free Standing Managed Care Plans	0
275.	MetLife Insurance Company	P.O. Box 3010, Utica, NY, 13504	Free Standing Managed Care Plans	0
276.	Microsoft	P.O. Box 4346, Bismark, ND, 58502	Free Standing Managed Care Plans	0
277.	Montana Retail Store Employees	Ste. 220, Whiteflag Bldg./ 104 S. Freya, Spokane, WA, 99202	Free Standing Managed Care Plans	0
278.	Mountain States Administration	13902 East Expedition Ave., Aurora, CO, 80013	Free Standing Managed Care Plans	0
279.	Mutual of Omaha	P.O. Box 31488, Omaha, NE, 68131	Free Standing Managed Care Plans	0
280.	National Vision Administrators	P.O. Box 1981, East Hanover, NJ, 07936	Free Standing Managed Care Plans	0
281.	Northern Alaska Carpernters - Local 1243	P.O. Box 12707, Seattle, WA, 98111	Free Standing Managed Care Plans	0
282.	Northwest Benefit Network (NBN	2323 Eastlake Ave. E., Seattle, WA, 98102	Free Standing Managed Care Plans	0
283.	Northwest Sheet Metal Workers	P.O. Box 5433, Spokane, WA, 99205	Free Standing Managed Care Plans	0
284.	OEA Choice Trust	P.O. Box 23600, Tigard, OR, 97281	Free Standing Managed Care Plans	0
285.	One Health Plan	P.O. Box 97313, Bellvue, WA, 98009	Free Standing Managed Care Plans	0
286.	OPERATING ENGINEERS OF WA/AK	P.O. Box 34684, Seattle,WA, 98124	Free Standing Managed Care Plans	0
287.	Operating Engineers of WA/AK	P.O. Box 34684, Seattle, WA, 98124	Free Standing Managed Care Plans	0
288.	Oregon Dental Service	P.O. Box 40384, Portland, OR, 97240	Free Standing Managed Care Plans	0
289.	Pacific Heritage Administrator	P.O. Box 1020, Portland, OR, 97207	Free Standing Managed Care Plans	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
290.	PacifiCare of Oregon	P.O. Box 310703, Boca Raton, FL, 33431	Free Standing Managed Care Plans	0
291.	Pierce County Blue Shield	P.O. Box 21267, Seattle, WA, 98111	Free Standing Managed Care Plans	0
292.	PREMERA BLUE CARD	P.O. Box 327, Seattle, WA, 98111	Free Standing Managed Care Plans	0
293.	Premera Blue Cross	P.O. Box 90180, Seattle, WA, 98111	Free Standing Managed Care Plans	0
294.	PREMERA BLUE CROSS	P.O. Box 21065, Seattle, WA, 98111	Free Standing Managed Care Plans	0
295.	PRINCIPAL FINANCE GROUP	P.O. Box 57700, Salt Lake City, UT, 84157	Free Standing Managed Care Plans	0
296.	Principal Financial	4021 South 700 East, Ste. 500 5Springs, Springs, CO, 80949	Free Standing Managed Care Plans	0
297.	Principal Mutual Life Insuranc	P.O. Box 3006, Ames, IA, 50010	Free Standing Managed Care Plans	0
298.	Providence Good Health Plan	P.O. Box 3125, Portland, OR, 97208	Free Standing Managed Care Plans	0
299.	Providence Health Plans-Select Care of Oregon	P.O. Box 370, Longview, OR, 98632	Free Standing Managed Care Plans	0
300.	PUGET SOUND BENEFITS TRUST	P.O. Box 34203, Seattle, WA, 98124-1203	Free Standing Managed Care Plans	0
301.	Puget Sound Electrical Workers	P.O. Box 34203, Seattle, WA, 98124	Free Standing Managed Care Plans	0
302.	QualMed Oregon Health Plan	P.O. Box 1707, Clackamas, OR, 97015	Free Standing Managed Care Plans	0
303.	Regence BCBS of Oregon	P.O. Box 1271, Portland, OR, 97207	Free Standing Managed Care Plans	0
304.	Regence Blue shield	P.O. Box 21267, Seattle, WA, 98111	Free Standing Managed Care Plans	0
305.	Regence Blue Shield of Idaho	P.O. Box 1160, Lewiston, ID, 97207	Free Standing Managed Care Plans	0
306.	Regence Blue Shield of WA	P.O. Box 21267, Seattle, WA, 98111	Free Standing Managed Care Plans	0
307.	Regence HMO Oregon	P.O. Box 900, Portland, OR, 97207-0900	Free Standing Managed Care Plans	0
308.	Regence Northwest Health	P.O. Box 91039, Seattle, WA, 98111	Free Standing Managed Care Plans	0
309.	Risk & Benefit Management Serv	P.O. Box 241569, Anchorage, AK, 99524-1569	Free Standing Managed Care Plans	0
310.	SECURE VISION	P.O. Box 790042, St. Louis, MO, 63179	Free Standing Managed Care Plans	0
311.	Select Care - Washington	P.O. Box 10106, Eugene, OR, 97440	Free Standing Managed Care Plans	0
312.	SGA Benefits Trust	P.O. Box 46579, Seattle, WA, 98146-0579	Free Standing Managed Care Plans	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
313.	Sound Health	P.O. Box 12707, Seattle, WA, 98111	Free Standing Managed Care Plans	0
314.	Spectera Vision	2811 Lord Baltimore Dr., Baltimore, MD, 51244	Free Standing Managed Care Plans	0
315.	Superior Vision Plan	24012 Calle De La Plata, Ste. 350, Laguna Hills, CA, 92653-7624	Free Standing Managed Care Plans	0
316.	SUPERIOR VISION PLAN - RELIAS	P.O Box 967, Rancho Cordova, CA, 92654	Free Standing Managed Care Plans	0
317.	SUPERIOR VISION SERVICES	P.O. Box 2829, Nigel, CA, 92654	Free Standing Managed Care Plans	0
318.	The TPA	P.O. Box 300, Pueblo, CO, 81002	Free Standing Managed Care Plans	0
319.	Timber Products Mfg. Trust	P.O. Box 4867, Missoula, MT, 59806	Free Standing Managed Care Plans	0
320.	UFCW - Oregon	P.O. Box 1420, Portland, OR, 97207	Free Standing Managed Care Plans	0
321.	UFCW Local 555 Employers Trust	P.O Box 6010, Cypress, CA, 90630	Free Standing Managed Care Plans	0
322.	Washington Employers Trust	P.O. Box 12068, Seattle, WA, 98102	Free Standing Managed Care Plans	0
323.	William C. Earhart	P.O.Box 4148, Portland, OR, 97208	Free Standing Managed Care Plans	0
324.	Zenith Administrators	P.O. Box 7128, Phoenix, AZ, 85011	Free Standing Managed Care Plans	0
325.	WAL-MART STORES, INC.	WAL-MART STORES, INC., 702 SW 8TH STREET, BENTONVILLE, AR 72716	VISION CENTER MASTER LICENSE AGREEMENT - SEE BELOW FOR WAL*MART STORE INDIVIDUAL LEASES.	0
326.	131	2311 S. JEFFERSON, MT. PLEASANT, TX, 75455	Wal*Mart Store	0
327.	140	2215 SOUTH FIRST STREET, LUFKIN, TX, 75901	Wal*Mart Store	0
328.	287	1801 HIGHWAY 78 EAST, JASPER, AL, 35501	Wal*Mart Store	0
329.	329	5560 MCCLELLAN BLVD, ANNISTON, AL, 36201	Wal*Mart Store	0
330.	372	1905 N. 14TH AVENUE, DODGE CITY, KS, 67801	Wal*Mart Store	0
331.	400	1407 NORTH LOOP 336 WEST, CONROE, TX, 77301	Wal*Mart Store	0
332.	510	400 SHALLOWFORD ROAD GAINESVILLE, GA, 30504	Wal*Mart Store	0
333.	515	2330 US HWY 19, MURPHY, NC, 28906	Wal*Mart Store	0
334.	518	1550 BALLGROUND HWY, CANTON, GA, 30114	Wal*Mart Store	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
335.	529	9300 CENTURY BLVD., TEXAS CITY, TX, 77591	Wal*Mart Store	0
336.	539	2050 NORTH MALL BLVD, ALEXANDRIA, LA, 71301	Wal*Mart Store	0
337.	548	455 GRAYSON HIGHWAY LAWRENCEVILLE, GA, 30045	Wal*Mart Store	0
338.	555	2101 VETERANS BOULEVARD, DUBLIN, GA, 31021	Wal*Mart Store	0
339.	556	2425 MEMORIAL DRIVE, WAYCROSS, GA, 31501	Wal*Mart Store	0
340.	557	2301 INDUSTRIAL ROAD, EMPORIA, KS, 66801	Wal*Mart Store	0
341.	575	9464 S. MAIN STREET, WOODSTOCK, GA, 30188	Wal*Mart Store	0
342.	580	1050 VAN FLEET DR, BARTOW, FL, 33830	Wal*Mart Store	0
343.	585	2377 DAVE LYLE BLVD., ROCK HILL, SC, 29730	Wal*Mart Store	0
344.	588	2825 LEDO ROAD, ALBANY, GA, 31707	Wal*Mart Store	0
345.	592	2020 N SE BLVD, DERBY, KS, 67037	Wal*Mart Store	0
346.	593	1450 BOWENS MILL ROAD, DOUGLAS, GA, 31533	Wal*Mart Store	0
347.	602	610 SAWDUST ROAD, THE WOODLANDS, TX, 77380	Wal*Mart Store	0
348.	611	4501 NORTH MAIN, ROSWELL, NM, 88201	Wal*Mart Store	0
349.	614	803 NEW FRANKLIN ROAD, LA GRANGE, GA, 30240	Wal*Mart Store	0
350.	616	2795 NORTH ROAD, ORANGEBURG, SC, 29115	Wal*Mart Store	0
351.	618	4166 JIMMY LEE SMITH PKWY, HIRAM, GA, 30141	Wal*Mart Store	0
352.	625	1310 N. FRASIER STREET GEORGETOWN, SC, 29440	Wal*Mart Store	0
353.	628	9880 DORCHESTER RD., SUMMERVILLE, SC, 29485	Wal*Mart Store	0
354.	631	1023 S. PENDLETON STREET, EASLEY, SC, 29542	Wal*Mart Store	0
355.	632	1481 HWY 17N, MT. PLEASANT, SC, 29464	Wal*Mart Store	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
356.	635	14030 ABERCORN STREET, SAVANNAH, GA, 31419	Wal*Mart Store	0
357.	639	150 ALTAMA CONNECTOR, BRUNSWICK, GA, 31525	Wal*Mart Store	0
358.	652	3101 EAST KANSAS ST, GARDEN CITY, KS, 67846	Wal*Mart Store	0
359.	662	2800 SPRING AVE, DECATUR, AL, 35603	Wal*Mart Store	0
360.	669	2545 EAST WALNUT AVENUE, DALTON, GA, 30721	Wal*Mart Store	0
361.	680	US HWY. 11E BYPASS, GREENEVILLE, TN, 37743	Wal*Mart Store	0
362.	728	25 PEMBROKE DRIVE, HILTON HEAD, SC, 29926	Wal*Mart Store	0
363.	745	5600 N. HENRY BLVD, STOCKBRIDGE, GA, 30281	Wal*Mart Store	0
364.	754	730 NORTHSIDE DRIVE E STATESBORO, GA, 30458	Wal*Mart Store	0
365.	758	1711 E LAMAR STREET, STE E, AMERICUS, GA, 31709	Wal*Mart Store	0
366.	787	7050 HWY 85, RIVERDALE, GA, 30274	Wal*Mart Store	0
367.	794	1905 EAST 17TH STREET HUTCHINSON, KS, 67501	Wal*Mart Store	0
368.	806	571 S. WALTON BLVD, LAS CRUCES, NM, 88001	Wal*Mart Store	0
369.	824	8000 ACADEMY ROAD, NE, ALBUQUERQUE, NM, 87111	Wal*Mart Store	0
370.	826	4600 EAST MAIN STREET FARMINGTON, NM, 87402	Wal*Mart Store	0
371.	829	3251 CERRILLOS ROAD, SANTA FE, NM, 87510	Wal*Mart Store	0
372.	831	301 SAN METEO, SE, ALBUQUERQUE, NM, 87108	Wal*Mart Store	0
373.	835	400 EUBANK BLVD., N.E., ALBUQUERQUE, NM, 87123	Wal*Mart Store	0
374.	850	2701 CARLISLE BLVD., NE, ALBUQUERQUE, NM, 87110	Wal*Mart Store	0
375.	851	1800 U.S. HIGHWAY 70 WEST, RUIDOSO DOWNS, NM, 88346	Wal*Mart Store	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
376.	866	5245 SERVICE RD SO HIGGINS RD, MOBILE, AL, 36619	Wal*Mart Store	0
377.	877	2406 WEST ROOSEVEL BLVD., MONROE, NC, 28110	Wal*Mart Store	0
378.	878	1500 MARKET PLACE BLVD, CUMMING, GA, 30131	Wal*Mart Store	0
379.	881	5556 SUNSET BLVD, LEXINGTON, SC, 29072	Wal*Mart Store	0
380.	889	15078 US 19 SOUTH, THOMASVILLE, GA, 31792	Wal*Mart Store	0
381.	899	1000 NORTH ST. AUGUSTINE ROAD VALDOSTA, GA, 31601	Wal*Mart Store	0
382.	915	11210 W. AIRPORT BLVD., STAFFORD, TX, 77477	Wal*Mart Store	0
383.	924	1510 WEST MAIN, STERLING, CO, 80751	Wal*Mart Store	0
384.	948	2525 HIGHWAY 70, S.E., HICKORY, NC, 28602	Wal*Mart Store	0
385.	952	641 EAST BYPASS S.E., MOULTRIE, GA, 31768	Wal*Mart Store	0
386.	980	3103 23RD AVENUE, GREELEY, CO, 80631	Wal*Mart Store	0
387.	1006	1215 EAST 16TH AVENUE, CORDELE, GA, 31015	Wal*Mart Store	0
388.	1011	434 S COLUMBIA, RINCON, GA, 31326	Wal*Mart Store	0
389.	1027	150 CONCORD COMMON PLACE CONCORD, NC, 28027	Wal*Mart Store	0
390.	1034	705 E. DIXON BLVD., HWY 74, SHELBY, NC, 28150	Wal*Mart Store	0
391.	1036	197 PLAZA DR., FOREST CITY, NC, 28043	Wal*Mart Store	0
392.	1039	2241 ROCKFORD STREET, MT. AIRY, NC, 27030	Wal*Mart Store	0
393.	1047	6065 JONESBORO ROAD, MORROW, GA, 30260	Wal*Mart Store	0
394.	1064	845 R BLOWING ROCK BLVD, LENOIR, NC, 28645	Wal*Mart Store	0
395.	1097	250 TURNER STREET, ABERDEEN, NC, 28315	Wal*Mart Store	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
396.	1121	1850 N. COLUMBIA ST, MILLEDGEVILLE, GA, 31061	Wal*Mart Store	0
397.	1124	1201 US HWY 31 NW, HARTSELLE, AL, 35640	Wal*Mart Store	0
398.	1132	1226 EAST DIXIE DRIVE, ASHEBORO, NC, 27203	Wal*Mart Store	0
399.	1149	2281 WEST HWY. 70, THATCHER, AZ, 85552	Wal*Mart Store	0
400.	1156	169 NORMAN STATION BLVD. MOORESVILLE, NC, 28117	Wal*Mart Store	0
401.	1190	120 JILL DRIVE, BEREAA, KY, 40403	Wal*Mart Store	0
402.	1197	1511 BENVENUE RD., ROCKY MOUNT, NC, 27804	Wal*Mart Store	0
403.	1208	3600 YOUNGFIELD STREET, WHEAT RIDGE, CO, 80033	Wal*Mart Store	0
404.	1209	401 NORTH GENERAL'S BLVD, LINCOLNTON, NC, 28092	Wal*Mart Store	0
405.	1218	1325 E. FLORENCE BLVD, CASA GRANDE, AZ, 85222	Wal*Mart Store	0
406.	1227	260 BOBBY JONES EXPWY, MARTINEZ, GA, 30907	Wal*Mart Store	0
407.	1236	1002 N. SPENCE AVE., GOLDSBORO, NC, 27530	Wal*Mart Store	0
408.	1237	2330 WEST CUMBERLAND ST, DUNN, NC, 28334	Wal*Mart Store	0
409.	1238	1550 SKIBO ROAD, FAYETTEVILLE, NC, 28303	Wal*Mart Store	0
410.	1240	657 STATE HWY 90, SIERRA VISTA, AZ, 85635	Wal*Mart Store	0
411.	1242	200 THOMPSON ST. HWY 64, HENDERSONVILLE, NC, 28739	Wal*Mart Store	0
412.	1244	3027 WADE HAMPTON ROAD, GREENVILLE TAYLOR, SC, 29687	Wal*Mart Store	0
413.	1252	6675 BUSINESS CENTER DRIVE LITTLETON, CO, 80126	Wal*Mart Store	0
414.	1261	3725 RAMSEY STREET, FAYETTEVILLE, NC, 28311	Wal*Mart Store	0
415.	1287	3141 GARDEN ROAD, BURLINGTON, NC, 27215	Wal*Mart Store	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
416.	1290	1834 WINKLER STREET, WILKESBORO, NC, 28697	Wal*Mart Store	0
417.	1291	7150 EAST SPEEDWAY, TUCSON, AZ, 85710	Wal*Mart Store	0
418.	1293	3209 DEANS BRIDGE ROAD, AUGUSTA, GA, 30906	Wal*Mart Store	0
419.	1298	2025 N. MARINE BLVD., JACKSONVILLE, NC, 28546	Wal*Mart Store	0
420.	1300	3005 MARTIN LUTHER KING, JR. BLVD, NEW BERN, NC, 28562	Wal*Mart Store	0
421.	1321	1299 BRIGHTLEAF BLVD, SMITHFIELD, NC, 27577	Wal*Mart Store	0
422.	1337	2099 NORTH BRIDGE STREET, ELKIN, NC, 28621	Wal*Mart Store	0
423.	1344	1028-C RICHMOND AVE, STAUNTON, VA, 24401	Wal*Mart Store	0
424.	1354	570 PAMLICO PLAZA, WASHINGTON, NC, 27889	Wal*Mart Store	0
425.	1360	1556 EAST MAIN, OAK HILL, WV, 25901	Wal*Mart Store	0
426.	1367	2720 WATSON BLVD., WARNER ROBINS, GA, 31093	Wal*Mart Store	0
427.	1372	1527 GARNER STATION BLVD., RALEIGH, NC, 27603	Wal*Mart Store	0
428.	1373	1630 PLEASANT HILL ROAD, DULUTH, GA, 30096	Wal*Mart Store	0
429.	1379	210 SW GREENVILLE BLVD, GREENVILLE, NC, 27834	Wal*Mart Store	0
430.	1385	3000 EAST FRANKLIN BOULEVARD, GASTONIA, NC, 28054	Wal*Mart Store	0
431.	1392	5226 SIGMOND ROAD, WILMINGTON, NC, 28403	Wal*Mart Store	0
432.	1403	2160 HWY 441 NORTH, CORNELIA, GA, 30531	Wal*Mart Store	0
433.	1414	01 1-25 BYPASS RD, BELEN, NM, 87002	Wal*Mart Store	0
434.	1417	1801 EAST HIGHWAY 69, PRESCOTT, AZ, 86301	Wal*Mart Store	0
435.	1424	671 SOUTH PARK BLVD., COLONIAL HEIGHTS, VA, 23834	Wal*Mart Store	0
436.	1450	120 MCGRAW STREET, RIPLEY, WV, 25271	Wal*Mart Store	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
437.	1464	801 ARROWOOD ROAD, CHARLOTTE, NC, 28217	Wal*Mart Store	0
438.	1498	3738 BATTLEGROUND AVENUE GREENSBORO, NC, 27410	Wal*Mart Store	0
439.	1507	3030 NORTH ROCK ROAD, WICHITA, KS, 67226	Wal*Mart Store	0
440.	1534	701 S. WASHINGTON STREET BISMARCK, ND, 58504	Wal*Mart Store	0
441.	1544	550 EMILY DRIVE, CLARKSBURG, WV, 26301	Wal*Mart Store	0
442.	1545	2551 32ND AVENUE S., GRAND FORKS, ND, 58201	Wal*Mart Store	0
443.	1549	2020 N. 75TH AVENUE, PHOENIX, AZ, 85035	Wal*Mart Store	0
444.	1554	3702 EAST HAMMER LANE, STOCKTON, CA, 95212	Wal*Mart Store	0
445.	1555	2050 N. IMPERIAL AVENUE, EL CENTRO, CA, 92243	Wal*Mart Store	0
446.	1560	3075 EAST TROPICANA AVENUE, LAS VEGAS, NV, 89121	Wal*Mart Store	0
447.	1574	2300 WHITE LANE, BAKERSFIELD, CA, 93304	Wal*Mart Store	0
448.	1581	4731 13TH AVENUE, S.W., FARGO, ND, 58103	Wal*Mart Store	0
449.	1583	1977 W. CLEVELAND AVENUE, MADERA, CA, 93637	Wal*Mart Store	0
450.	1584	3625 SOUTH RAINBOW BLVD, LAS VEGAS, NV, 89103	Wal*Mart Store	0
451.	1588	15272 BEAR VALLEY ROAD VICTORVILLE, CA, 92392	Wal*Mart Store	0
452.	1591	6535 GRAYSON ROAD, HARRISBURG, PA, 17111	Wal*Mart Store	0
453.	1598	4617 E. BELL ROAD, PHOENIX, AZ, 85032	Wal*Mart Store	0
454.	1599	11701 METCALF AVE, SHAWNEE MISSION, KS, 66210	Wal*Mart Store	0
455.	1604	1200 LACROSSE STREET, RAPID CITY, SD, 57701	Wal*Mart Store	0
456.	1612	1650 WEST VALENCIA, TUCSON, AZ, 85706	Wal*Mart Store	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
457.	1613	2710 NORTH MAIN STREET, HIGH POINT, NC, 27265	Wal*Mart Store	0
458.	1614	3500 ROXBORO ROAD, DURHAM, NC, 27704	Wal*Mart Store	0
459.	1615	2203 LOVERIDGE ROAD, PITTSBURG, CA, 94565	Wal*Mart Store	0
460.	1617	4400 EAST SECOND STREET, CASPER, WY, 82609	Wal*Mart Store	0
461.	1619	1200 MARKET PLACE DRIVE HENRIETTA, NY, 14467	Wal*Mart Store	0
462.	1623	445 WILKES BARRE TOWNSHIP ROAD, WILKES BARRE, PA, 18702	Wal*Mart Store	0
463.	1624	2601 FASHION PLAZA, BAKERSFIELD, CA, 93306	Wal*Mart Store	0
464.	1627	1711 HIGHWAY 10 WEST, DILWORTH, MN, 56529	Wal*Mart Store	0
465.	1631	1900 CUNNINGHAM DRIVE, HAMPTON, VA, 23666	Wal*Mart Store	0
466.	1636	1901 22ND AVENUE, SW, MINOT, ND, 58701	Wal*Mart Store	0
467.	1645	1750 LACEY BOULEVARD, HANFORD, CA, 93230	Wal*Mart Store	0
468.	1646	6131 EAST SOUTHERN AVE, MESA, AZ, 85208	Wal*Mart Store	0
469.	1648	4209 SOUTH CARSON STREET, CARSON CITY, NV, 89701	Wal*Mart Store	0
470.	1651	5180 SONOMA BLVD., VALLE JO, CA, 94589	Wal*Mart Store	0
471.	1658	2205 HARRISON ROAD, THOMSON, GA, 30824	Wal*Mart Store	0
472.	1662	1116 CROSSROADS DRIVE STATESVILLE, NC, 28677	Wal*Mart Store	0
473.	1663	157 PARAGON PARKWAY, CLYDE, NC, 28721	Wal*Mart Store	0
474.	1664	2500 FORREST HILLS RD. W., WILSON, NC, 27893	Wal*Mart Store	0
475.	1666	3304 EASTWAY DRIVE, CHARLOTTE, NC, 28205	Wal*Mart Store	0
476.	1670	1135 BERKSHIRE BLVD., WYOMISSING, PA, 19610	Wal*Mart Store	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
477.	1674	1650 WESEL BLVD., HAGERSTOWN, MD, 21740	Wal*Mart Store	0
478.	1682	4107 PORTSMOUTH BOULEVARD CHESAPEAKE, VA, 23321	Wal*Mart Store	0
479.	1687	1200 NORTH MAIN STREET, SUFFOLK, VA, 23434	Wal*Mart Store	0
480.	1689	4401 SOUTH BUCKLEY ROAD, AURORA, CO, 80015	Wal*Mart Store	0
481.	1691	7701 FRONTAGE ROAD, OVERLAND PARK, KS, 66204	Wal*Mart Store	0
482.	1692	1120 SOUTH MOUNT VERNON AVE, COLTON, CA, 92324	Wal*Mart Store	0
483.	1693	2050 WEST REDLANDS DRIVE, REDLANDS, CA, 92374	Wal*Mart Store	0
484.	1697	8465 ELK GROVE BLVD., ELK GROVE, CA, 95758	Wal*Mart Store	0
485.	1700	13425 COMMUNITY ROAD, POWAY, CA, 92064	Wal*Mart Store	0
486.	1704	1501 HELEN POWER DRIVE VACAVILLE, CA, 95687	Wal*Mart Store	0
487.	1711	5401 BEACON DRIVE, IRONDALE, AL, 35210	Wal*Mart Store	0
488.	1720	1550 SCENIC HIGHWAY, SNELLVILLE, GA, 30078	Wal*Mart Store	0
489.	1726	1995 EAST MARKET STREET HARRISONBURG, VA, 22801	Wal*Mart Store	0
490.	1746	1380 WEST ELLIOT ROAD, TEMPE, AZ, 85283	Wal*Mart Store	0
491.	1747	2560 NORTH PERRIS BLVD, PERRIS, CA, 92570	Wal*Mart Store	0
492.	1748	2245 A ASHLEY CROSSING DRIVE CHARLESTON, SC, 29414	Wal*Mart Store	0
493.	1751	6600 GLENWOOD AVE, RALEIGH, NC, 27612	Wal*Mart Store	0
494.	1755	4625 REDWOOD DRIVE, ROHNERT PARK, CA, 94928	Wal*Mart Store	0
495.	1756	17151 FOOTHILL BOULEVARD, FONTANA, CA, 92335	Wal*Mart Store	0
496.	1760	1018 RILEY STREET, FOLSOM, CA, 95630	Wal*Mart Store	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
497.	1763	515 COMMERCE DRIVE, BLUEFIELD, VA, 24605	Wal*Mart Store	0
498.	1766	3100 JOHNSON FERRY ROAD, MARIETTA, GA, 30062	Wal*Mart Store	0
499.	1767	4540 MAIN STREET, SHALLOTTE, NC, 28470	Wal*Mart Store	0
500.	1772	3600 WASHBURN WAY, KLAMATH FALLS, OR, 97603	Wal*Mart Store	0
501.	1773	12401 JEFFERSON AVENUE, NEWPORT NEWS, VA, 23602	Wal*Mart Store	0
502.	1774	3000 SOUTH HORNER BLVD, SANFORD, NC, 27330	Wal*Mart Store	0
503.	1777	5900 PERKIOMEN AVENUE, READING, PA, 19606	Wal*Mart Store	0
504.	1780	975 HILTON HEIGHTS, CHARLOTTESVILLE, VA, 22901	Wal*Mart Store	0
505.	1782	701 GRAND CENTRAL AVENUE, VIENNA, WV, 26105	Wal*Mart Store	0
506.	1784	3025 LANCASTER DRIVE NE, SALEM, OR, 97305	Wal*Mart Store	0
507.	1789	2350 W KETTLEMAN LANE, LODI, CA, 95242	Wal*Mart Store	0
508.	1793	3002 STACY ALLISON WAY, WOODBURN, OR, 97071	Wal*Mart Store	0
509.	1802	1501 S.W. WANAMAKER, TOPEKA, KS, 66604	Wal*Mart Store	0
510.	1805	78950 HIGHWAY 111, LA QUINTA, CA, 92253	Wal*Mart Store	0
511.	1807	265 ROUTE 73 NORTH, WEST BERLIN, NJ, 8091	Wal*Mart Store	0
512.	1810	2400 ROUTE #9, FISHKILL, NY, 12524	Wal*Mart Store	0
513.	1811	1170 NORTH MILITARY HIGHWAY, NORFOLK, VA, 23502	Wal*Mart Store	0
514.	1815	3680 WEST SHAW, FRESNO, CA, 93711	Wal*Mart Store	0
515.	1821	9101 ALBEMARLE ROAD, CHARLOTTE, NC, 28227	Wal*Mart Store	0
516.	1823	495 EISENHOWER DRIVE, HANOVER, PA, 17331	Wal*Mart Store	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
517.	1826	1819 E. NOBLE AVENUE, VISALIA, CA, 93291	Wal*Mart Store	0
518.	1830	297 GRANT AVENUE, AUBURN, NY, 13021	Wal*Mart Store	0
519.	1831	3949 ROUTE 31, CLAY, NY, 13041	Wal*Mart Store	0
520.	1832	31033 DATE PALM DRIVE, CATHEDRAL CITY, CA, 92234	Wal*Mart Store	0
521.	1833	3700 PLANK ROAD, FREDRICKSBURG, VA, 22407	Wal*Mart Store	0
522.	1834	135 TERRY LANE, GRANTS PASS, OR, 97526	Wal*Mart Store	0
523.	1835	2405 VESTAL PARKWAY EAST, VESTAL, NY, 13950	Wal*Mart Store	0
524.	1838	3041 N. RAINBOW BLVD, LAS VEGAS, NV, 89108	Wal*Mart Store	0
525.	1840	1205 S. MAIN STREET, MANTECA, CA, 95336	Wal*Mart Store	0
526.	1841	1521 SAM'S CIRCLE, CHESAPEAKE, VA, 23320	Wal*Mart Store	0
527.	1842	4424 WEST WENDOVER AVE., GREENSBORO, NC, 27409	Wal*Mart Store	0
528.	1843	2375 NORTH 99 WEST, MCMINNVILLE, OR, 97128	Wal*Mart Store	0
529.	1844	950 ROUTE 37 WEST, TOMS RIVER, NJ, 8755	Wal*Mart Store	0
530.	1849	284 SUMMIT SQUARE BLVD, WINSTON-SALEM, NC, 27105	Wal*Mart Store	0
531.	1850	1730 LINCOLN WAY EAST CHAMBERSBURG, PA, 17201	Wal*Mart Store	0
532.	1853	2171 W FLORIDA AVENUE, HEMET, CA, 92545	Wal*Mart Store	0
533.	1859	646 YOURMAN ROAD, CALEXICO, CA, 92231	Wal*Mart Store	0
534.	1862	1610 RIVERSIDE AVENUE, RIALTO, CA, 92376	Wal*Mart Store	0
535.	1869	150 ROUTE 70 EAST, MARLTON, NJ, 8053	Wal*Mart Store	0
536.	1871	ARSENAL STREET, WATERTOWN, NY, 13601	Wal*Mart Store	0
537.	1877	1250 W HENDERSON AVE., PORTERVILLE, CA, 93257	Wal*Mart Store	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
538.	1880	2051 NEW MARK AVENUE, COOS BAY, OR, 97420	Wal*Mart Store	0
539.	1881	7901 WATT AVENUE, ANTELOPE, CA, 95660	Wal*Mart Store	0
540.	1884	900 COMMERCE BLVD, DICKSON CITY, PA, 18519	Wal*Mart Store	0
541.	1886	6520 CARLISLE PIKE MECHANICSBURG, PA, 17055	Wal*Mart Store	0
542.	1887	1015 N. LOYALSOCK AVE., MONTOURSVILLE, PA, 17754	Wal*Mart Store	0
543.	1896	8250 RAZORBACK ROAD, COLORADO SPRINGS, CO, 80920	Wal*Mart Store	0
544.	1899	2663 CANYON SPRINGS PARKWAY, RIVERSIDE, CA, 92507	Wal*Mart Store	0
545.	1903	935 THARP ROAD, YUBA CITY, CA, 95993	Wal*Mart Store	0
546.	1904	950 EDWARDS FERRY ROAD, NE, LEESBURG, VA, 20176	Wal*Mart Store	0
547.	1912	479 MCKINLEY STREET, CORONA, CA, 91718	Wal*Mart Store	0
548.	1914	4210 E. HIGHLAND AVENUE, HIGHLAND, CA, 92346	Wal*Mart Store	0
549.	1917	170 TOWN CENTER PARKWAY, SANTEE, CA, 92071	Wal*Mart Store	0
550.	1920	5250 COMMERCIAL STREET, SE, SALEM, OR, 97306	Wal*Mart Store	0
551.	1921	525 RT. 72 WEST, MANAHAWKIN, NJ, 8050	Wal*Mart Store	0
552.	1922	12549 FOOTHILL BLVD., RANCHO CUCAMONGA, CA, 91730	Wal*Mart Store	0
553.	1940	279 TROY ROAD, RENSSALEAR, NY, 12144	Wal*Mart Store	0
554.	1941	1950 AUTO CENTER DRIVE, GLENDORA, CA, 91740	Wal*Mart Store	0
555.	1963	2111 FULKERTH ROAD, TURLOCK, CA, 95380	Wal*Mart Store	0
556.	1969	900 WAL-MART WAY, MIDLOTHIAN, VA, 23113	Wal*Mart Store	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
557.	1972	2700 LAS POSITAS ROAD, LIVERMORE, CA, 94550	Wal*Mart Store	0
558.	1976	830 CO RT 64, BLDG. #3, ELMIRA, NY, 14903	Wal*Mart Store	0
559.	1977	1872 ROUTE 88, BRICK, NJ, 8723	Wal*Mart Store	0
560.	1983	1670 MITCHELL ROAD, CERES, CA, 95307	Wal*Mart Store	0
561.	1988	6850 FIVE STAR BLVD., ROCKLIN, CA, 95677	Wal*Mart Store	0
562.	1992	1540 W. FOOTHILL BLVD., UPLAND, CA, 91786	Wal*Mart Store	0
563.	1994	25 CONSUMER SQUARE, PLATTSBURGH, NY, 12901	Wal*Mart Store	0
564.	1997	579 TROY SCHENECTADY ROAD, LATHAM, NY, 12110	Wal*Mart Store	0
565.	2001	5125 E. KINGS CANYON, FRESNO, CA, 93727	Wal*Mart Store	0
566.	2002	7900 ARROYO CIRCLE, GILROY, CA, 95020	Wal*Mart Store	0
567.	2003	979 ROUTE 1, SOUTH, NORTH BRUNSWICK, NJ, 08902	Wal*Mart Store	0
568.	2005	2865 N. CANNON BLVD, KANNAPOLIS, NC, 28083	Wal*Mart Store	0
569.	2007	1005 N. STRATFORD ROAD, MOSES LAKE, WA, 98837	Wal*Mart Store	0
570.	2023	1355 EAST LEHMAN STREET, LEBANON, PA, 17042	Wal*Mart Store	0
571.	2025	3010 W. GRANT LINE ROAD, TRACY, CA, 95376	Wal*Mart Store	0
572.	2028	5200 VAN BUREN BLVD., RIVERSIDE, CA, 92503	Wal*Mart Store	0
573.	2029	3615 CRATER LAKE HWY, MEDFORD, OR, 97504	Wal*Mart Store	0
574.	2030	1101 SANGUINETTI ROAD, SONORA, CA, 95370	Wal*Mart Store	0
575.	2031	30600 DYER STREET, UNION CITY, CA, 94587	Wal*Mart Store	0
576.	2032	2001 N. ROSE AVENUE, OXNARD, CA, 93030	Wal*Mart Store	0
577.	2036	2700 MOUTAINEER BLVD, SOUTH CHARLESTON, WV, 25309	Wal*Mart Store	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
578.	2037	909 EAST WISHKAH, ABERDEEN, WA, 98520	Wal*Mart Store	0
579.	2039	3055 LOUGHBROUGH DRIVE, MERCED, CA, 95348	Wal*Mart Store	0
580.	2040	2106 BURLINGTON - MT HOLLY RD, BURLINGTON, NJ, 08016	Wal*Mart Store	0
581.	2044	2044 FOREST AVENUE, CHICO, CA, 95928	Wal*Mart Store	0
582.	2048	300 CHADBOURNE ROAD, FAIRFIELD, CA, 94533	Wal*Mart Store	0
583.	2050	300 EAST LAKE MEAD DRIVE, HENDERSON, NV, 89015	Wal*Mart Store	0
584.	2056	16 OLD GLICK ROAD, WILTON, NY, 12866	Wal*Mart Store	0
585.	2058	1725 NEW HOPE CHURCH ROAD, RALEIGH, NC, 27609	Wal*Mart Store	0
586.	2070	3101 A STREET, ANCHORAGE, AK, 99515	Wal*Mart Store	0
587.	2071	8900 OLD SEWARD HWY., ANCHORAGE, AK, 99515	Wal*Mart Store	0
588.	2074	1350 S. SEWARD MERIDIAN RD, WASILLA, AK, 99654	Wal*Mart Store	0
589.	2075	20120 PINE BROOK BLVD., BEND, OR, 97702	Wal*Mart Store	0
590.	2077	31700 GRAPE STREET, LAKE ELSINORE, CA, 92530	Wal*Mart Store	0
591.	2082	12701 TOWN CENTER DRIVE, CERRITOS, CA, 90703	Wal*Mart Store	0
592.	2084	1500 NORTH 7TH AVENUE, BOZEMAN, MT, 59715	Wal*Mart Store	0
593.	2092	3000 FORD STREET EXTENSION, OGDENSBURG, NY, 13669	Wal*Mart Store	0
594.	2093	710 HORATION STREET, UTICA, NY, 13502	Wal*Mart Store	0
595.	2094	1800 UNIVERSITY DRIVE, VISTA, CA, 92084	Wal*Mart Store	0
596.	2096	100 EAST STREET ROAD, WARMINSTER, PA, 18974	Wal*Mart Store	0
597.	2097	351 FAIRVIEW, HUDSON, NY, 12534	Wal*Mart Store	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
598.	2099	180 NIBLICK ROAD, PASO ROBLES, CA, 93446	Wal*Mart Store	0
599.	2104	1201 UNION AVENUE, NEWBURGH, NY, 12550	Wal*Mart Store	0
600.	2106	2863 NORTHTOWNE LANE, RENO, NV, 89512	Wal*Mart Store	0
601.	2108	4620 BLACK HORSE PIKE, MAYS LANDING, NJ, 08330	Wal*Mart Store	0
602.	2109	2291 NORTH 2ND STREET, MILLVILLE, NJ, 08332	Wal*Mart Store	0
603.	2110	14501 LAKEWOOD BLVD., PARAMOUNT, CA, 90723	Wal*Mart Store	0
604.	2111	5291 HWY 280 SOUTH, BIRMINGHAM, AL, 35242	Wal*Mart Store	0
605.	2112	4915 N. PIMA ROAD, SCOTTSDALE, AZ, 85251	Wal*Mart Store	0
606.	2113	1607 W. BETHANY HOME ROAD, PHOENIX, AZ, 85015	Wal*Mart Store	0
607.	2116	891 Rt. 9, GLAN FALLS, NY, 12804	Wal*Mart Store	0
608.	2118	301 MASSACHUSETTS AVENUE, LUNENBURG, MA, 01462	Wal*Mart Store	0
609.	2119	301 RANCH DRIVE, MILPITAS, CA, 95035	Wal*Mart Store	0
610.	2125	440 WADSWORTH BLVD, LAKEWOOD, CO, 80226	Wal*Mart Store	0
611.	2126	95-550 LANIKUHANA AVENUE, MILALANI, HI, 96789	Wal*Mart Store	0
612.	2130	2460 LAFAYETTE ROAD, PORTSMOUTH, NH, 03801	Wal*Mart Store	0
613.	2131	1319 SW 37TH STREET, TOPEKA, KS, 66611	Wal*Mart Store	0
614.	2134	8709 CARLEY BLVD., CHARLOTTE, NC, 28262	Wal*Mart Store	0
615.	2135	ROUTE 7, COBLESKILL, NY, 12043	Wal*Mart Store	0
616.	2136	801 JAMES MADISON HWY, CULPEPER, VA, 22701	Wal*Mart Store	0
617.	2137	5450 NEW HOPE COMONS ROAD, DURHAM, NC, 27707	Wal*Mart Store	0
618.	2139	780 THE LYNNWAY, LYNN, MA, 01905	Wal*Mart Store	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
619.	2141	1601 S. COLUMBUS BLVD., PHILADELPHIA, PA, 19148	Wal*Mart Store	0
620.	2142	300-344 N. BROADWAY, SALEM, NH, 03079	Wal*Mart Store	0
621.	2145	2601 MCARTHUR ROAD, WHITEHALL, PA, 18052	Wal*Mart Store	0
622.	2146	101 SANFORD FARM ROAD, AMSTERDAM, NY, 12010	Wal*Mart Store	0
623.	2147	4000 HWY 93 SOUTH, MISSOULA, MT, 59801	Wal*Mart Store	0
624.	2150	710 DENNERY ROAD, SAN DIEGO, CA, 92173	Wal*Mart Store	0
625.	2152	141 WASHINGTON AVENUE, ALBANY, NY, 12203	Wal*Mart Store	0
626.	2154	5805 STATE BRIDGE ROAD, DULUTH, GA, 30096	Wal*Mart Store	0
627.	2156	750 MIDDLE COUNTRY ROAD, MIDDLE ISLAND, NY, 11953	Wal*Mart Store	0
628.	2157	506 STATE ROAD, NORTH DARTMOUTH, MA, 02747	Wal*Mart Store	0
629.	2161	4501 ROSEWOOD DRIVE, PLEASANTON, CA, 94588	Wal*Mart Store	0
630.	2163	465 BRIDGEPORT AVE, SHELTON, CT, 06484	Wal*Mart Store	0
631.	2166	6438 BASILE ROWE, EAST SYRACUSE, NY, 13057	Wal*Mart Store	0
632.	2170	220 SALEM TURNPIKE, NORWICH, CT, 06360	Wal*Mart Store	0
633.	2171	101 NASSAU PARK BLVD., PRINCETON, NJ, 08540	Wal*Mart Store	0
634.	2177	3382 MURPHY CANYON ROD, SAN DIEGO, CA, 92193	Wal*Mart Store	0
635.	2185	701 SOUTH ROUTE 11/15, SELINGSGROVE, PA, 17870	Wal*Mart Store	0
636.	2187	2000 N. WENATCHEE AVENUE, WENATCHEE, WA, 98801	Wal*Mart Store	0
637.	2189	4855 KIETZKE LANE, RENO, NV, 89502	Wal*Mart Store	0
638.	2190	1720 E MAIN ST, WOODLAND, CA, 95776	Wal*Mart Store	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
639.	2194	5800 KINGSTOWN BLVD., ALEXANDRIA, VA, 22315	Wal*Mart Store	0
640.	2195	4900 US HWY #9, HOWELL, NJ, 07731	Wal*Mart Store	0
641.	2200	150 GOLD STAR HWY, GROTON, CT, 06340	Wal*Mart Store	0
642.	2205	6250 W MANCHESTER MALL, YORK, PA, 17404	Wal*Mart Store	0
643.	2206	27470 ALICIA PARKWAY, LAGUNA NIGUEL, CA, 92656	Wal*Mart Store	0
644.	2218	26502 TOWN CENTER DRIVE, FOOTHILL RANCH, CA, 92610	Wal*Mart Store	0
645.	2223	9499 SHERIDAN BLVD, WEST MINSTER, CO, 80030	Wal*Mart Store	0
646.	2227	777 BROCKTON AVENUE, ABINGTON, MA, 02351	Wal*Mart Store	0
647.	2232	120 COMMERCIAL PARKWAY, BRANFORD, CT, 06405	Wal*Mart Store	0
648.	2234	5807 ROME TABERG ROAD, ROME, NY, 13440	Wal*Mart Store	0
649.	2242	440 N. EUCLID STREETANAHEIM, CA, 92801	Wal*Mart Store	0
650.	2245	705 COLLEGE BLVD., OCEANSIDE, CA, 92054	Wal*Mart Store	0
651.	2246	17 COLBY COURT, BEDFORD, NH, 03110	Wal*Mart Store	0
652.	2247	2010 KILDAIRE FARM ROAD, CARY, NC, 27511	Wal*Mart Store	0
653.	2251	17150 GALE AVE, CITY OF INDUSTRY, CA, 91715	Wal*Mart Store	0
654.	2252	3722 EASTON NAZARETH HIGHWAY, EASTON, PA, 18045	Wal*Mart Store	0
655.	2253	13487 CAMINO CANADA, EL CAJON, CA, 92020	Wal*Mart Store	0
656.	2255	87 AIRPORT ROAD, HAZELTON, PA, 18201	Wal*Mart Store	0
657.	2258	7910 RICHMOND HVVY, HYBLAVALLEY, VA, 22306	Wal*Mart Store	0
658.	2262	RT. 23 SOUTHSIDE, ONEONTA, NY, 13820	Wal*Mart Store	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
659.	2263	223 SHOEMAKER ROAD, POTTSTOWN, PA, 19464	Wal*Mart Store	0
660.	2264	1320 ALTAMONT AVE, ROTTERDAM, NY, 12303	Wal*Mart Store	0
661.	2265	3950 GRANDVIEW DRIVE, SIMPSONVILLE, SC, 29681	Wal*Mart Store	0
662.	2277	323 WEST SHAW AVE., CLOVIS, CA, 93612	Wal*Mart Store	0
663.	2280	600 SHOWERS DRIVE, MOUNTAIN VIEW, CA, 94040	Wal*Mart Store	0
664.	2282	69 PROSPECT HILL RD, EAST WINDSOR, CT, 06088	Wal*Mart Store	0
665.	2284	1060 NEW HAVEN RD, NAUGATUCK, CT, 06770	Wal*Mart Store	0
666.	2286	161 CENTERREACH MALL, CENTERREACH, NY, 11720	Wal*Mart Store	0
667.	2288	80 RIO RANCHO ROAD, POMONA, CA, 91766	Wal*Mart Store	0
668.	2291	75 NORTH BROADWAY, CHULA VISTA, CA, 91910	Wal*Mart Store	0
669.	2292	1275 N AZUSA AVENUE, COVINA, CA, 91722	Wal*Mart Store	0
670.	2297	25450 N. THE OLD ROAD, VALENCIA, CA, 91355	Wal*Mart Store	0
671.	2299	161 BERLIN RD, CROMWELL, CT, 06416	Wal*Mart Store	0
672.	2312	4807 VALLEY VIEW BLVD NW, ROANOKE, VA, 24012	Wal*Mart Store	0
673.	2314	94-595 KUPUOHIA STREET, WAIPAHU, HI, 96797	Wal*Mart Store	0
674.	2321	75-1015 HENRY STREET, KAILUA KONAHI, 96740	Wal*Mart Store	0
675.	2330	116 FARMINGTON ROAD, ROCHESTER, NH, 03867	Wal*Mart Store	0
676.	2331	155 WATERFORD PARKWAY, N, WATERFORD, CT, 06385	Wal*Mart Store	0
677.	2341	301 FALLS BLVD, QUINCY, MA, 02169	Wal*Mart Store	0
678.	2360	4725 ASHFORD-DUNWOODY, ATLANTA, GA, 30338	Wal*Mart Store	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
679.	2371	1092 NORTH COLONY ROAD, WALLINGFORD, CT, 06492	Wal*Mart Store	0
680.	2401	1600 SOUTH MOUNTAIN, DUARTE, CA, 91010	Wal*Mart Store	0
681.	2438	217 GARRISONVILLE RD, STAFFORD, VA, 22554	Wal*Mart Store	0
682.	2440	210 WAL MART PLAZA, STE 3, SYLVA, NC, 28779	Wal*Mart Store	0
683.	2444	1294 UPPER LENOX AVENUE, ONEIDA, NY, 13421	Wal*Mart Store	0
684.	2458	1375 N. DAVIS ROAD, SALINAS, CA, 93907	Wal*Mart Store	0
685.	2472	4550 KESTER MILL RD, WINSTON-SALEM, NC, 27103	Wal*Mart Store	0
686.	2473	325 E. MAKAAALA STREET, HILO, HI, 96720	Wal*Mart Store	0
687.	2479	3412 COLLEGE AVE, SAN DIEGO, CA, 92115	Wal*Mart Store	0
688.	2482	1305 WEST MAIN STREET, MESA, AZ, 85201	Wal*Mart Store	0
689.	2484	1005 WEST SUGARLAND HWY, CLEWISTON, FL, 33440	Wal*Mart Store	0
690.	2494	2100 VISTA WAY, OCEANSIDE, CA, 92054	Wal*Mart Store	0
691.	2495	13331 BEACH BLVD, WESTMINSTER, CA, 92683	Wal*Mart Store	0
692.	2497	1236 ROUTE 22, PHILIPSBURG, NJ, 08865	Wal*Mart Store	0
693.	2507	2220 SOUTH BRADLEY, SANTA MONICA, CA, 93455	Wal*Mart Store	0
694.	2512	330 W BELL ROAD, PHOENIX, AZ, 85023	Wal*Mart Store	0
695.	2513	270 WAL-MART WAY, DAHLONEGA, GA, 30533	Wal*Mart Store	0
696.	2517	3600 W. MCFADDEN AVE., SANTA ANACA, 92704	Wal*Mart Store	0
697.	2523	2595 E. IMPERIAL HWY, BREA, CA, 92821	Wal*Mart Store	0
698.	2526	19821 RINALDI ST., PORTER RANCH, CA, 91326	Wal*Mart Store	0
699.	2536	1110 E. PROSPERITY AVE, TULARE, CA, 93274	Wal*Mart Store	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
700.	2537	1515 DANA DRIVE, REDDING, CA, 96002	Wal*Mart Store	0
701.	2546	2300 N. TUSTIN STREET, ORANGE, CA, 92865	Wal*Mart Store	0
702.	2553	6650 HEMBREE LANE, WINDSOR, CA, 95492	Wal*Mart Store	0
703.	2556	1168 WEST BRANCH STREET, ARROYO GRANDE, CA, 93420	Wal*Mart Store	0
704.	2557	8400 ROSEDALE HIGHWAY, BAKERSFIELD, CA, 93312	Wal*Mart Store	0
705.	2565	4191 SOUTH AMHERST HWY, MADISON HEIGHTS, VA, 24572	Wal*Mart Store	0
706.	2566	#4 CHARLES TOWN PLAZA, CHARLES TOWN, WV, 25414	Wal*Mart Store	0
707.	2568	8333 VAN NUYS BLVD, PANORAMA CITY, CA, 91402	Wal*Mart Store	0
708.	2569	RT. 10 LEDGEWOOD MALL, LEDGEWOOD, NJ, 7852	Wal*Mart Store	0
709.	2580	1415 SUNSET AVE., CLINTON, NC, 28328	Wal*Mart Store	0
710.	2598	3661 TRUXEL ROAD, SACRAMENTO, CA, 95833	Wal*Mart Store	0
711.	2609	2770 CARSON STREET, LAKEWOOD, CA, 90712	Wal*Mart Store	0
712.	2610	77 NORMAN MORGAN BLVD, LOGAN, WV, 25601	Wal*Mart Store	0
713.	2621	255 COCHRAN STREET, SIMI VALLEY, CA, 93065	Wal*Mart Store	0
714.	2648	1919 DAVIS STREET, SAN LEANDRO, CA, 94577	Wal*Mart Store	0
715.	2697	4893 LONE TREE WAY, ANTIOCH, CA 94509	Wal*Mart Store	0
716.	2704	1021 HIGH POINT ROAD, RANDLEMAN, NC, 27317	Wal*Mart Store	0
717.	2730	110 RIVER OAKS DR., TARBORO, NC, 27886	Wal*Mart Store	0
718.	2749	254 HALLTOWN RD., SPRUCE PINE, NC, 28777	Wal*Mart Store	0
719.	2772	1675 N. HOWE ST., SOUTHPORT, NC, 28461	Wal*Mart Store	0
720.	2793	1130 S. MAIN ST., KERNERSVILLE, NC, 27284	Wal*Mart Store	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
721.	2842	1290 EAST ONTARIO AVE, CORONA, CA, 92881	Wal*Mart Store	0
722.	2845	14215 U.S. HWY 64 WEST, SILER CITY, NC, 27344	Wal*Mart Store	0
723.	2929	3030 N. MAIN, HOPE MILLS, NC, 28348	Wal*Mart Store	0
724.	FRED MEYER STORES, INC., ROUNDUP CO., GRAND CENTRAL, INC., FRED MEYER OF ALASKA, INC.	FRED MEYER STORES, PO BOX 42121, PORTLAND, OR 97282	MASTER LEASE - SEE BELOW FOR INDIVIDUAL STORE LEASES.	75420.65
725.	7601	NORTHERN LIGHTS FM, AK	Fred Meyer Store	0
726.	7602	DIMOND FM, AK	Fred Meyer Store	0
727.	7603	WEST FAIRBANKS FM, AK	Fred Meyer Store	0
728.	7604	EAST ANCHORAGE FM, AK	Fred Meyer Store	0
729.	7605	SOLDOTNA FM, AK	Fred Meyer Store	0
730.	7606	5-MILE FM, ID	Fred Meyer Store	0
731.	7607	GARDEN CITY FM, ID	Fred Meyer Store	0
732.	7609	BEAVERTON FM, OR	Fred Meyer Store	0
733.	7610	INTERSTATE FM, OR	Fred Meyer Store	0
734.	7611	OREGON CITY FM, OR	Fred Meyer Store	0
735.	7612	TUALATIN FM, OR	Fred Meyer Store	0
736.	7613	CORNELIUS FM, OR	Fred Meyer Store	0
737.	7614	MEDFORD FM, OR	Fred Meyer Store	0
738.	7615	GATEWAY FM, OR	Fred Meyer Store	0
739.	7616	NORTH COAST FM, OR	Fred Meyer Store	0
740.	7617	WEST BEAVERTON FM, OR	Fred Meyer Store	0
741.	7618	GRESHAM FM, OR	Fred Meyer Store	0
742.	7619	THE DALLES FM, OR	Fred Meyer Store	0
743.	7620	DIVISION FM, OR	Fred Meyer Store	0
744.	7621	CLACKAMAS FM, OR	Fred Meyer Store	0
745.	7622	JOHNSON CREEK FM, OR	Fred Meyer Store	0
746.	7623	HOLLYWOOD WEST FM, OR	Fred Meyer Store	0
747.	7624	ROSEBURG FM, OR	Fred Meyer Store	0
748.	7625	KLAMATH FALLS FM, OR	Fred Meyer Store	0
749.	7626	BROOKINGS FM, OR	Fred Meyer Store	0
750.	7627	TILLAMOOK FM, OR	Fred Meyer Store	0

751.	7628	GRANTS PASS FM, OR	Fred Meyer Store	0
752.	7629	COOS BAY FM, OR	Fred Meyer Store	0
753.	7630	NEWPORT FM, OR	Fred Meyer Store	0
754.	7631	MONROE FM, WA	Fred Meyer Store	0
755.	7632	RENTON CENTER FM, WA	Fred Meyer Store	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
756.	7633	PACIFIC FM, WA	Fred Meyer Store	0
757.	7634	STEVENS FM, WA	Fred Meyer Store	0
758.	7635	BREMERTON FM, WA	Fred Meyer Store	0
759.	7636	BONNEY LAKE FM, WA	Fred Meyer Store	0
760.	7637	RICHLAND FM, WA	Fred Meyer Store	0
761.	7638	PUYALLUP FM, WA	Fred Meyer Store	0
762.	7639	LYNNWOOD FM, WA	Fred Meyer Store	0
763.	7640	BELLEVUE FM, WA	Fred Meyer Store	0
764.	7641	AURORA FM, WA	Fred Meyer Store	0
765.	7642	MIDWAY FM, WA	Fred Meyer Store	0
766.	7643	MILL PLAIN FM, WA	Fred Meyer Store	0
767.	7644	LONGVIEW FM, WA	Fred Meyer Store	0
768.	7646	MARYSVILLE FM, WA	Fred Meyer Store	0
769.	7647	COVINGTON FM, WA	Fred Meyer Store	0
770.	7648	BENSON PLAZA FM, WA	Fred Meyer Store	0
771.	7649	EVERETT FM, WA	Fred Meyer Store	0
772.	7650	AUBURN FM, WA	Fred Meyer Store	0
773.	7651	GREENWOOD FM, WA	Fred Meyer Store	0
774.	7652	LACEY FM, WA	Fred Meyer Store	0
775.	7653	WASILLA, AK	Fred Meyer Store	0
776.	7654	BALLARD, WA	Fred Meyer Store	0
777.	7657	HILLSBORO, OR	Fred Meyer Store	0
778.	7658	KENNEWICK, WA	Fred Meyer Store	0
779.	7826	NAMPA, ID	Fred Meyer Store	0
780.	INDIVIDUAL OD LEASES - WAL*MART, FRED MEYER, AND MILITARY	SEE BELOW FOR INDIVIDUAL OD LEASES.	STORE NUMBER WHERE OD IS LOCATED.	
781.	LARRY DECKER	SK 12-B LAKE CHEROKEE RD, HENDERSON, TX 75652	131	0
782.	LARRY DECKER	SK 12-B LAKE CHEROKEE RD, HENDERSON, TX 75652	140	0
783.	DAVID & KAREN WESLEY	238 CHERRYWOOD PL, SUMITON, AL 35148	287	0
784.	DARLENE HARRIS	261 CARTERTON HEIGHTS, OXFORD, AL 36203	329	0
785.	ROB CHRISTENSEN	1211 N. 13TH AVE. # 1131, DODGE CITY, KS 67801	372	0
786.	SAMUEL CHARENDOFF	9717 CYPRESSWOOD APT 802, HOUSTON, TX 77070	400	0

787.	KENT YARBROUGH	328 OMEGA DRIVE, LAWRENCEVILLE, GA 30244	510	0
788.	PAMELA LEDFORD	P. O. Box 1203, Murphy, NC 28906	515	0

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789.	WILLIAM WHITE	1962 HOWELL BRIDGE ROAD, BALL GROUND, GA 30107	518	0
790.	CATHERINE BROOKS	26 WATERFORD OAKS LANE, KEMAH, TX 77565	529	0
791.	WOODSON HARVEY	2050 No. Mall Blvd., ALEXANDRIA, LA 71301	539	0
792.	MEHDI KAZEM	2112 RIVERHEIGHTS WALK, MARIETTA, GA 30067	548	0
793.	DENNIS CROWE	7105 AFTON DRIVE, KNOXVILLE, TN 37918	556	0
794.	CALEB ABBOTT	822 BIRCH, MARION, KS 66861	557	0
795.	SIDNEY GOTTLIEB	210 GATSBY PLACE, ALPHARETTA, GA 30202	575	0
796.	JAMES PETRO	790 SAGEWOOD DR., LAKELAND, FL 33813	580	0
797.	WILLIAM STEVENS	218 WHITEFRIARS LANE, MATTHEWS, NC 28105	585	0
798.	MICHAEL GARNER	1731 PINEKNOLL LN, ALBANY, GA 31707	588	0
799.	TIM PERRY	3856 STRATFORD CIRCLE, VALDOSTA, GA 31605	593	0
800.	RAUL QUINTANILLA	4915 1/2 WALKER, HOUSTON, TX 77023	602	0
801.	DEIDRA CASAUS	3406 BANDOLINA, ROSWELL, NM 88201	611	0
802.	SEAN COUGHLIN	107 SUNNY POINT CIRCLE, LA GRANGE, GA 30240	614	0
803.	NHORA ABRIL-SHAW	4552 CANDYTUFT WAY, ACWORTH, GA 30102	618	0
804.	RAYMOND JIMISON	443 FOREST AVENUE, SPARTANBURG, SC 29302	625	0
805.	DAVID BANG	602 FAIRINGTON DRIVE, SUMMERVILLE, SC 29485	628	0
806.	TRACY HINSON	PO BOX 2505, EASLEY, SC 29647	631	0
807.	DAVID CORCORAN	1481 HIGHWAY 17 N., MT PLEASANT, SC 29464	632	0
808.	NEIL CALLAWAY	12300 APACHE AV #1722, SAVANNAH, GA 31419	635	0
809.	CRAIG STAAB	732 BECKLEY LANE, CHESAPEAKE, VA 23322	639	0

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810.	KRIS REIMER	802 FLEMING, GARDEN CITY, KS 67846	652	0
811.	DAVID NESTOROWICZ	155 ARABIAN DRIVE, MADISON, AL 35758	662	0
812.	DAVID PIFER	9639 Cool Way, Soddy-Daisy, TN 37379	669	0
813.	ROBERT HELM	209 SCOTT LANE, JONESBORO, TN 37659	680	0
814.	DAVID SPURLOCK	25 PEMBROKE DRIVE, HILTON HEAD, SC 29926	728	0
815.	CARLA LINDSEY	3435 ROCK CREEK DRIVE, REX, GA 30273	745	0
816.	KRYSTAL BRAGG	5821 NEWINGTON HIGHWAY, SYLVANIA, GA 30467	754	0
817.	NAVIN SINGH	103 KNIGHTS COURT, ROYAL PALM BEACH, FL 33411	758	0
818.	MCARTHUR GRIFFIN	3278 ROCK CREEK DR., REX, GA 30273	787	0
819.	MICHAEL CALHOUN	200 W. 62ND STREET, HUTCHINSON, KS 67502	794	0
820.	RICARDO SALVAT	2216 DURANGO COURT, LAS CRUCES, NM 88011-8014	806	0
821.	D.C. DEAN	9620 PERALTA NE, ALBUQUERQUE, NM 87109	824	0
822.	JAMES CUTLER	#1 COUNTY ROAD 5152, BLOOMFIELD, MN 87413	826	0
823.	KEVIN MORRIS	8621 LAS CAMAS NE, ALBUQUERQUE, NM 87111	829	0
824.	MICHELLE COHEN	2700 VISTA GRANDE DRIVE NW APT. 48, ALBUQUERQUE, NM 87120	835	0
825.	VICTORIA FERGESON	9604 ALLANDE RD, NE, ALBUQUERQUE, NM 87109	850	0
826.	JOHN DAVIS	809 ELDORA DRIVE, ROSWELL, NM 88201	851	0
827.	JOANN KING	201 BELLVUE CIR, MOBILE, AL 36608	866	0
828.	DAVID AYCOCK	120 EAST PHIFER STREET, MONROE, NC 28110	877	0
829.	JOHN SNYDER	3390 SUMMIT TRAIL, CUMMING, GA 30130	878	0

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830.	JOHN BRINKLEY	360 HARBISON BLVD, COLUMBIA, SC 29212	881	0
831.	DIANA MAURER	108 NORTHFIELD DR, THOMASVILLE, GA 31757	889	0
832.	JAY JACKSON	800 VALERIE PLACE, VALDOSTA, GA 31605	899	0
833.	BARUN HAZRA	6405 WESTWARD, #78, HOUSTON, TX 77081	915	0
834.	JAMIE JORDAN	9854 S. ROSEMONT AVE. # 5206, LONE TREE, CO 80124	924	0
835.	LARRY FLEMING	P.O. BOX 244, MORGANTON, NC 28680	948	0
836.	LORENZO JONES	501 LEE AVE., EASTMAN, GA 31023	952	0
837.	MILDRED LOPEZ	1301 MONARCH AVE., LONGMONT, CO 80501	980	0
838.	WILLIAM PFLUEGER	262 S. CEDAR CREEK, CORDELE, GA 31015	1006	0
839.	THOMAS "ED" MCMAINS	P.O. BOX 2357, RINCON, GA 31326	1011	0
840.	LASHETA PRICE	553 SURRY TRACE CIRCLE, CONCORD, NC 28027	1027	0
841.	DAVID MCDANIEL	510 W. KING/ P.O. BOX 1127, KINGS MOUNTAIN, NC 28086	1034	0
842.	KENNETH TURNER	214 CHARLOTTE ROAD, RUTHERFORDTON, NC 28139	1036	0
843.	LESLIE NIENABER-DUNN	4200 REDWING CIRCLE, WINSTON-SALEM, NC 27106	1039	0
844.	KYLE JONES	9412 PARKWOOD AVE, DOUGLASVILLE, GA 30135	1047	0
845.	ALAN WINESETT	RT. 2, BOX 598, CONOVER, NC 28613	1064	0
846.	DAVID WELLS	1104 NEW DOVER ROAD, APEX, NC 27502	1097	0
847.	PERRYLEE	1440 PARKS MILL TRACE, GREENSBORO, GA 30642	1121	0
848.	MANAY CLARK	2705 WINCREST CIRCLE, GARDENDALE, AL 35071	1124	0
849.	STEPHEN HEADLEE	1226 EAST DIXIE DRIVE, ASHEBORO, NC 27203	1132	0
850.	DAVE NOONAN	4101 Beauvista Drive, Charlotte, NC 28269	1156	0

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851.	MANSUR NURDEL	10022 STRATHFIELD LANE, HIGHLANDS RANCH, CO 80126	1208	0
852.	W. MARK SIGMON	365 MAIN AVENUE, SW, HICKORY, NC 28602	1209	0
853.	KENNETH JEFFERS	1261 AVENIDA KINO, CASA GRANDE, AZ 85222	1218	0
854.	JEFFREY HOOVER	4091 PINERIDGE ROAD, APPLING, GA 30802	1227	0
855.	MARY JO DEXTER	102 WHIT COURT, ANGIER, NC 27501	1237	0
856.	KENT RISK	309 VALLEY ROAD, FAYETTEVILLE, NC 28305	1238	0
857.	JOEL WYNNE	260 HILLCREST ST., SYLVA, NC 28779	1242	0
858.	NANCY MAHLIE	10 HICKORY RIDGE, GREENVILLE, SC 29609	1244	0
859.	RONALD HARRIS	9788 S. DAMPLER WAY, HIGHLANDS RANCH, CO 80126	1252	0
860.	KENT RISK	309 VALLEY ROAD, FAYETTEVILLE, NC 28305	1261	0
861.	GEORGE KATSODAS	502 ALAMANCE RD., BURLINGTON, NC 27215	1287	0
862.	JODY PAPAZEKOS	4131 WANDERING LN, HICKORY, NC 28601	1290	0
863.	GARY GRAMMOND	10271 EAST COVINGTON ST, TUSCON, AZ 85748	1291	0
864.	BASIL COOMBS	1371 WATERSTON DR., EVANS, GA 30809	1293	0
865.	JAMES MENIUS	4500 TENELLA RD, NEW BERN, NC 28562	1300	0
866.	PAUL ARNOLD	132 CLEAR WATER ROAD, LEWISBURG, NC 27549	1321	0
867.	DON TEMPLE	RT 1 BOX 546, PINEY CREEK, NC 28663	1337	0
868.	DANNY O'NEIL	500 OLD GREENVILLE RD., STAUNTON, VA 24401	1344	0
869.	L. SIDNEY CHRISTIAN	111 RIVER ACRES WEST, WASHINGTON, NC 27889	1354	0
870.	ROBERT HILLSGROVE	2131 INVERNESS PARKWAY, TUSCALOOSA, AL 35405	1367	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
871.	CHRIS BATEMAN	5501 LAKE EDGE DRIVE, HOLLY SPRING, NC 27540	1372	0
872.	ROOZBEH YAZDANI	5304 WOODIRON DR., DULUTH, GA 30097	1373	0
873.	DAVID DEVERE	BOX 20564, GREENVILLE, NC 27858	1379	0
874.	VALERIE WISE	812 SCOTTY COURT, CRAMERTON, NC 28032	1385	0
875.	JOOEUN CHOE	# 320 WHITEBRIDGE RD., HAMPSTEAD, NC 28443	1392	0
876.	MICHAEL SERRANO	3101 FLOWERS RD. APT E, ATLANTA, GA 30341	1403	0
877.	CHRISTINA GALOS	742 E. ESPADA, EL PASO, TX 79912	1414	0
878.	ROD BAUER	933 SUNLIT DRIVE, PRESCOTT, AZ 86303	1417	0
879.	JEAN BURN	20313 HICKORY BRANCH DR, PETERSBURG, VA 23803	1424	0
880.	HOWARD KLAPPER	607 FLEMING ST., RAVENSWOOD, WV 26164	1450	0
881.	PAUL FINE	6736 OLDE SAVANNAH ROAD, CHARLOTTE, NC 28227	1464	0
882.	TIMOTHY MILLER	236A NORTHPOINT AVE, HIGH POINT, NC 27262	1498	0
883.	MICHAEL DEUTSCHER	2921 N. Goveneour, Apt 211, Wichita, KS 67226	1507	0
884.	JEFF YUNKER	285 GRASSY HILLS LANE, GRAND FORKS, ND 58201	1534	0
885.	JEFF GATES	3002 DOGWOOD RD., BRIDGEPORT, WV 26330	1544	0
886.	JEFF YUNKER	285 GRASSY HILLS LANE, GRAND FORKS, ND 58201	1545	0
887.	S. ERIC STENSLAND	7511 SHORELINE DRIVE, STOCKTON, CA 95219	1554	0
888.	STEVE ARNQUIST	P.O. BOX 4434, EL CENTRO, CA 92244	1555	0
889.	STEPHANIE LEE	10548 MEADOW MIST AVE., LAS VEGAS, NV 89135	1560	0
890.	ROBERT SMITH	2913 WOODGLEN DRIVE, BAKERSFIELD, CA 93311	1574	0
891.	JEFF YUNKER	285 GRASSY HILLS LANE, GRAND FORKS, ND 58201	1581	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
892.	SANDRA OWYOUNG	7338 NORTH TAMERA, FRESNO, CA 93711	1583	0
893.	ALBERT BOYER	8804 SUMMERIDGE DR., LAS VEGAS, NV 89134	1584	0
894.	PHILIP ETCHELLS	9106 S.V.L. BOX, VICTORVILLE, CA 92392	1588	0
895.	LOUIS VERDELLI	1005 W. AREBA AVENUE, HERSHEY, PA 17033	1591	0
896.	PAUL KLENKLEN	6137 ANTIOCH RD., MERRIAM, KS 66202	1599	0
897.	ROBERT WILSON	3146 PLAYER DR, RAPID CITY, SD 57702-5041	1604	0
898.	RAYMOND SHERBAN	5216 N. PASEO ARENAL, TUCSON, AZ 85750	1612	0
899.	TIMOTHY MILLER	236A NORTHPOINT AVE, HIGH POINT, NC 27262	1613	0
900.	DAVID HORTON	167 FOXCROFT DRIVE, TIMBERL KE, NC 27583	1614	0
901.	SUSAN LINK	6183 GIRVIN DRIVE, OAKLAND, CA 94611	1615	0
902.	DOUG HODGSON	BOX 237, SHERIDAN, WY 82801	1617	0
903.	JOHN PLOW	44 WINTERGREEN WAY, ROCHESTER, NY 14618	1619	0
904.	PATRICIA BUTLER	129 RIVER STREET, KINGSTON, PA 18704	1623	0
905.	F. BARRY JACOBS	7913 SECHART COURT, BAKERSFIELD, CA 93309	1624	0
906.	JAY KISCH	806 4 1/2 Ave. NE, Barnesville, MN 56514	1627	0
907.	BERNARD FRIEDLAND	836 N. 1ST STREET, HAMPTON, VA 23664	1631	0
908.	JEFF YUNKER	285 GRASSY HILLS LANE, GRAND FORKS, ND 58201	1636	0
909.	LUCIA TREDICI	8325 VIA DE LA LUNA, SCOTTSDALE, AZ 85258	1646	0
910.	GARY ABEL	P.O.BOX 2501, RENO, NV 89505	1648	0
911.	DAVID CHIANG	535 PEIRCE STREET # 3303, ALBANY, CA 94706	1651	0
912.	FREDRICK GODIN	P. O. BOX 697, SANDERSVILLE, GA 31082	1658	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
913.	CHARLES TROMBA	355 COOL SPRINGS RD., STATESVILLE, NC 28677	1662	0
914.	BOB LEHMAN	153 HIDEAWAY LN, WAYNESVILLE, NC 28786	1663	0
915.	MARK JACOBS	4309 DEER CREEK DR, WILSON, NC 27896	1664	0
916.	PAUL FINE	6736 OLDE SAVANNAH ROAD, CHARLOTTE, NC 28227	1666	0
917.	RICHARD CHRISTOPH	2444 GARFIELD AV, WEST LAWN, PA 19609	1670	0
918.	STEVEN CHADO	8210 SKIPWITH DRIVE, FREDERICK, MD 21702	1674	0
919.	DAVID TANG	2380 HAVERSHAM CLOSE, VIRGINIA BEACH, VA 23454	1682	0
920.	DAVID TANG	2380 HAVERSHAM CLOSE, VIRGINIA BEACH, VA 23454	1687	0
921.	ERIC WEHRENBURG	4494 S. HANNIBAL WAY APT 423, AURORA, CO 80015	1689	0
922.	THOMAS MACK	17785 CODY, OLATHE, KS 66062	1691	0
923.	GEORGE SAUNDERS	662 LA MERAD DR, REDLANDS, CA 92373	1692	0
924.	SCOTT SWANSON	9582 HAMILTON AVE., HUNTINGTON BEACH, CA 92647	1693	0
925.	DAVID LEE	9478 MEDSTEAD WAY, ELK GROVE, CA 95758	1697	0
926.	GERALD FLANAGAN	13446 POWAY RD. PMB 208, POWAY, CA 92046	1700	0
927.	JULIE LIEUW	3022 PRADO LANE, DAVIS, CA 95616	1704	0
928.	DAVID PICKRELL	5753 EIGHTH COURT S., BIRMINGHAM, AL 35212	1711	0
929.	MARY KENNEDY	1850 MILLFIELD CIRCLE SW, SNELLVILLE, GA 30078	1720	0
930.	MIKE GOWEN	135 BROOKWOOD RD, STAUNTON, VA 24401	1726	0
931.	CHAROLETTE BARNES-LEBANC	29314 BIRDY CT., NUEVO, CA 92567	1747	0
932.	PATRICK SMITH	1527 HIDDEN BRIDGE DR, MT PLEASANT, SC 29464	1748	0
933.	DAVID WELLS	1104 NEW DOVER ROAD, APEX, NC 27502	1751	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
934.	GORDON WONG	1712 SPYGLASS ROAD, PETALUMA, CA 94954	1755	0
935.	JENNY TIET	5816 Los Arcos Way, Buena Park, CA 90620	1756	0
936.	GARY SCHEFFEL	2815 CLEMSON DRIVE, CAMERON PARK, CA 95682	1760	0
937.	GEORGE GILLESPIE	P.O. BOX 296, ATHENS, WV 24712	1763	0
938.	JUDITH BERNSTEIN	7475 HALF PENNY PLACE, ATLANTA, GA 30350	1766	0
939.	DONALD JOHNSON	635 THORNTON WAY, ASHLAND, OR 97520	1772	0
940.	GREG JELLENEK	3804 PINE GROVE CIRCLE, CHESAPEAKE, VA 23321	1773	0
941.	KATHY JOHNSON	5149 LINKSLAND DRIVE, HOLLY SPRINGS, NC 27540	1774	0
942.	STEVEN SERVEY	2815 LEON AVE., NORRISTOWN, PA 19403	1777	0
943.	STEVEN VEST	3340 South Trotter Lane, Flagstaff, AZ 86001	1780	0
944.	JOHN STAVRAKIS	5202 GLENBROOK DRIVE, VIENNA, WV 26105	1782	0
945.	JOSE MARIN	8635 SW LEAHY RD, PORTLAND, OR 97225	1784	0
946.	MICHAEL JOHNSON	2768 TORONJA WAY, SACRAMENTO, CA 95833	1789	0
947.	STACY METZGER	3231 CIRCLE CREST DRIVE, FOREST GROVE, OR 97116	1793	0
948.	KEVIN LENAHAN	4644 S.E. 28TH STREET, TOPEKA, KS 66605	1802	0
949.	JOHN LIS	1358 RANSOM RD., RIVERSIDE, CA 92506	1805	0
950.	MARC NELSON	55 CAMEO DRIVE, CHERRY HILL, NJ 08003	1807	0
951.	FRANKLIN MICHELSON	14 HEMPTOR ROAD, NEW CITY, NY 10956	1810	0
952.	DOUGLAS CASSIDY	7 CRANDEL COURT, POQUASON, VA 23662	1811	0
953.	ROBERT TOVEY	5466 N. FIGARDEN DRIVE, APT. #238, FRESNO, CA 93722	1815	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
954.	DAVID AYCOCK	120 EAST PHIFER STREET, MONROE, NC 28110	1821	0
955.	STEVEN CHADO	8210 SKIPWITH DRIVE, FREDERICK, MD 21702	1823	0
956.	MICHAEL BAUMANN	5934 W. BEECH CT., VISALIA, CA 93277	1826	0
957.	RALPH SUFFOLK	101 TOWNE HOUSE CIRCLE, FAYETTEVILLE, NY 13066	1830	0
958.	REGINA DEVITO	3070 TOWN CENTER ROAD, BALDWINVILLE, NY 13027	1831	0
959.	BENJAMIN KLEINE	492 N. CALLE ELSEGNEDUO, PALM SPRINGS, CA 92262	1832	0
960.	STEVEN CHADO	8210 SKIPWITH DRIVE, FREDERICK, MD 21702	1833	0
961.	STEVEN DECKER	210 SUNCREST RD. #4, TALENT, OR 97540	1834	0
962.	ROBERT VITITOW	43 DAVIS STREET, BINGHAMTON, NY 13905	1835	0
963.	LAWRENCE WANG	1521 IIWACO AVE. NE, RENTON, WA 98059	1838	0
964.	BARRY MAST	1240 E. AVE. SOUTH APT. 216, PALMDALE, CA 93550	1840	0
965.	DAVID TANG	2380 HAVERSHAM CLOSE, VIRGINIA BEACH, VA 23454	1841	0
966.	RONALD BRAKE	3505 BURNLEY DRIVE, CLEMMONS, NC 27012	1842	0
967.	SUSAN GLAD	764 W. GRANT, P.O. BOX 114, CARLTON, OR 97111	1843	0
968.	MARC NELSON	55 CAMEO DRIVE, CHERRY HILL, NJ 08003	1844	0
969.	PAUL NIENABER	4200 REDWING CIRCLE, WINSTON SALEM, NC 27106	1849	0
970.	STEVEN CHADO	8210 SKIPWITH DRIVE, FREDERICK, MD 21702	1850	0
971.	BRIAN HIGA	40206 VIA SENORA, MURIETA, CA 92562	1853	0
972.	STEPHEN KARAN	47670 DESERT SAGE COURT, PALM DESERT, CA 92260	1859	0
973.	SUSAN SAWYER	10 LA TORRE DRIVE, PHILIPS RANCH, CA 91766	1862	0
974.	CATHERINE MORSE	18 GETTYSBURG DRIVE, VOORHEES, NJ 08043	1869	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
975.	CHARLES METZLER	BOX 427, RODMAN, NY 13682	1871	0
976.	PHILLIP POLSTER	725 W. MULBERRY AVENUE, PORTERVILLE, CA 93257	1877	0
977.	WILLIAM LYNASS	2575 SIXTEENTH STREET, NORTH BEND, OR 97459	1880	0
978.	CLINTON PON	8925 LAGUNA PLACE WAY, ELK GROVE, CA 95758	1881	0
979.	JOHN KUROVSKY	307 CHURCH ROAD, MOUNTAINTOP, PA 18707	1884	0
980.	DEBRA BOSHINSKI	363 OLD STAGE RD., LEWISBERRY, PA 17339	1886	0
981.	JERRY HENSEL	6 MULBERRY CT, SELINGSGROVE, PA 17870	1887	0
982.	JOHN HAESEKER	4285 RAMBLEWOOD DRIVE, CO SPRINGS, CO 80920	1896	0
983.	JEFFERY LING	13719 DAMIAN ST, CERRITOS, CA 90703-2338	1899	0
984.	RUSSELL NG	1120 LANCASTER WAY, SACRAMENTO, CA 95822	1903	0
985.	STEVEN CHADO	8210 SKIPWITH DRIVE, FREDERICK, MD 21702	1904	0
986.	STEVEN KLEEN	28841 LORIE VALLEY LANE, MENIFEE, CA 92584	1912	0
987.	JAMES ESPINOSA	31470 DUNLAP BLVD, YUCAIPA, CA 92399	282	0
988.	M. LEANNE HOWARD	987 PEPPER VILLA COURT, EL CAJON, CA 92021	1917	0
989.	DONNA KATZ	19500 N.E. JAQUITH RD., NEWBERG, OR 97132	1920	0
990.	MARC NELSON	55 CAMEO DRIVE, CHERRY HILL, NJ 08003	1921	0
991.	DANIEL ENG	5625 BERYL AVENUE, ALTA LOMA, CA 91737	1922	0
992.	BILL LUSK	P O BOX 1348, GUILDERLAND, NY 12084	1940	0
993.	KHANH VAN LE	2360 CREEKSIDE RUN, CHINO HILLS, CA 91709	1941	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
994.	STEVEN WOOD	4948 MOSHER DRIVE, STOCKTON, CA 95212	1963	0
995.	GREG JELLENEK	3804 PINE GROVE CIRCLE, CHESAPEAKE, VA 23321	1969	0
996.	TRANG NGUYEN	2897 HOPYARD RD., PLEASANTON, CA 94588	1972	0
997.	MICHAEL BRATTI	222 PEARL ST, CORNING, NY 14830	1976	0
998.	MARC NELSON	55 CAMEO DRIVE, CHERRY HILL, NJ 08003	1977	0
999.	MARK HARDER	3620 MENLOW DR, TURLOCK, CA 95382	1983	0
1000.	BRANDON LESUEUR	9435 BRIDGE CREEK LANE, NEWCASTLE, CA 95658	1988	0
1001.	JAMES CUTLER	1340 AUBURN ST., UPLAND, CA 91784	1992	0
1002.	GEORGE MITSOGLOU	36 CUMBERLAND AVENUE, PLATTSBURGH, NY 12901-1815	1994	0
1003.	BILL LUSK	P O BOX 1348, GUILDERLAND, NY 12084	1997	0
1004.	CURTIS NAGEL	3514 MAYFAIR, FRESNO, CA 93703	2001	0
1005.	ARMANDO TAPIA	9420 BENBOW DRIVE, GILROY, CA 95020	2002	0
1006.	MARC NELSON	55 CAMEO DRIVE, CHERRY HILL, NJ 08003	2003	0
1007.	ARNOLDO BOWERY	705 APPLEWOOD ST., KANNAPOLIS, NC 28081	2005	0
1008.	TERRY WALKER	918 ROZA VISTA RD., PROSSER, WA 99305	2007	0
1009.	STEPHANIE ATTIG	21 HILLSIDE DRIVE, PINE GROVE, PA 17963	2023	0
1010.	ANGELA ABE	2025 DURANT AV #102, BERKELEY, CA 94704	2025	0
1011.	MYLINH TRAN	181 CHERRYBROOK LANE, IRVINE, CA 82618	2028	0
1012.	RUSSELL HORN	2860 SHANTEAL PL, MEDFORD, OR 97504	2029	0
1013.	ADELL IBRAHIM	3030 PARK AVE. STE 40, MERCED, CA 95349	2030	0
1014.	MONIKA CHUGH	38895 RIVERBANK TERRACE, FREMONT, CA 94536	2031	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
1015.	ROD GILLILAND	2678 LEE ST, SIMI VALLEY, CA 93065	2032	0
1016.	MARK BROWN	#9 WOODHAVEN DR, HUNTINGTON, WV 25701	2036	0
1017.	STEPHEN CREVISTON	3520 43RD AVE SE, OLYMPIA, WA 98501	2037	0
1018.	ODETTE CHANG	381 COLLINS APT. 8, MERCED, CA 95348	2039	0
1019.	STEVEN CIPPARONE	27 REGENCY PLACE, VOORNESS, NJ 08043	2040	0
1020.	JOHN MCDONALD	14253 Mediatrice Lane, San Diego, CA 92129	2044	0
1021.	MARK HARDER	3620 MENLOW DR, TURLOCK, CA 95382	2048	0
1022.	VANESSA KOJIMA	650 WHITNEY RANCH DRIVE, APT. 1011, HENDERSON, NV 89014	2050	0
1023.	RALPH WILSON	25 ORCHARD DRIVE, QUEENSBURY, NY 12804	2056	0
1024.	JIM YARBOROUGH	1398 KILDAIRE FARM RD, CARY, NC 27511	2058	0
1025.	CHARLES LEKITES	11005 STEEPLE DRIVE, EAGLE RIVER, AK 99577	2070	0
1026.	CHARLES LEKITES	11005 STEEPLE DRIVE, EAGLE RIVER, AK 99577	2071	0
1027.	KEVIN BERG	3161 LAZY EIGHT COURT (POB 874686), WASILLA, AK 99687-4686	2074	0
1028.	TOM THOMASON	20120 Pine Brook Blvd., BEND, OR 97702	2075	0
1029.	SIMON ZMYSLINSKI	1342 ORANGE GROVE CIRLCE, CORONA, CA 91719	2077	0
1030.	SCOTT SWANSON	9582 HAMILTON AVE., HUNTINGTON BEACH, CA 92647	2082	0
1031.	PHILIP OWSLEY	150 N SWEETGRASS, BOZEMAN, MT 59715	2084	0
1032.	MORRIS LAMONSOFF	36993 COUNTY RD 46, THERESA, NY 13691	2092	0
1033.	BILL LUSK	P O BOX 1348, GUILDERLAND, NY 12084	2093	0
1034.	CATHERINE CURRIE	11150 CAMINITO VISTA PACIFICA, SAN DIEGO, CA 92131	2094	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
1035.	DEBORAH HUSSON	600 CYPRESS STREET, LANSDALE, PA 19446	2096	0
1036.	BILL LUSK	P O BOX 1348, GUILDERLAND, NY 12084	2097	0
1037.	JOSEPH HORNE	1539 VIA ROSA, ROBLES, CA 93446	2099	0
1038.	MARTIN COHEN	48 TWINVIEW DR., WAPPINGERS FALLS, NY 12590	2104	0
1039.	DEBORAH WARD	366 RIVER FLOW DR, RENO, NV 89512	2106	0
1040.	MARC NELSON	55 CAMEO DRIVE, CHERRY HILL, NJ 08003	2108	0
1041.	MARC NELSON	55 CAMEO DRIVE, CHERRY HILL, NJ 08003	2109	0
1042.	GENE MAH	28151 BLUEBELL DRIVE, LAGUNA NIGEL, CA 92677	2110	0
1043.	KYE MANSFIELD	6571 MILL CREEK CIRCLE, BIRMINGHAM, AL 35242	2111	0
1044.	STEVEN KERR	3139 EAST DOLPIN AVE., MESA, AZ 85204	2112	0
1045.	LEONARD MUSCOLINO	712 WEST LEWIS AVE, PHOENIX, AZ 85007	2113	0
1046.	PATRICIA CARUSO	17 CYPRESS POINT, CLIFTON PARK, NY 12065	2116	0
1047.	ISIDORE SOL	1 Tiffany Cir, Millbury, MA 01527	2118	0
1048.	ED LAUBACH	118 PEARLGRASS CT., ST. RAMON, CA 94583	2119	0
1049.	JAMIE JORDAN	9854 S. ROSEMONT AVE. # 5206, LONE TREE, CO 80124	2125	0
1050.	LIANE CASUGA HAYASHI	1020 A0LOA PLACE, #205A, KAILUA, HI 96734	2126	0
1051.	JOHN MEINHOLD	P.O. BOX 5271, PORTSMOUTH, NH 03802	2130	0
1052.	KEVIN LENAHAN	4644 S.E. 28TH STREET, TOPEKA, KS 66605	2131	0
1053.	SARIT CATCHATOORIAN	8929 LEITRIM CT., CHARLOTTE, NC 28277	2134	0
1054.	BILL LUSK	P O BOX 1348, GUILDERLAND, NY 12084	2135	0
1055.	DAVID TANG	2380 HAVERSHAM CLOSE, VIRGINIA BEACH, VA 23454	2136	0

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1056.	RICH MACKOWSKY	100 CUVASION CT., APEX, NC 27502	2137	0
1057.	MARC TURCO	131 HOWARD STREET, SAUGUS, MA 01906	2139	0
1058.	MARC NELSON	55 CAMEO DRIVE, CHERRY HILL, NJ 08003	2141	0
1059.	SANDRA SAWA	6 BENTLEY STREET, 2ND FLOOR, SALEM, MA 01970	2142	0
1060.	TRACEY GEORGE	209 SCOTT STREET, WILKES-BARRE, PA 18702	2145	0
1061.	TED BELHUMEUR	909 MEADOW LANE, SCHENECTADY, NY 12309	2146	0
1062.	HEIDI BROTT	5522 PROSPECT DRIVE, MISSOULA, MT 59801	2147	0
1063.	RAYMUNDO MENDOZA	5468 AVENIDA FIESTA, LA JOLLA, CA 92037	2150	0
1064.	BILL LUSK	P O BOX 1348, GUILDERLAND, NY 12084	2152	0
1065.	RAMESH PATEL	3880 ANCROFT CIRCLE, NORCROSS, GA 30092	2154	0
1066.	MICHAEL KATZ	73 IVY LANE, LIDO BEACH, NY 11561	2156	0
1067.	NANCY STAROSCIAK	5 SURREY DR P O BOX 1132, LAKEVILLE, MA 02347	2157	0
1068.	LINH NGUYEN	231 Dixon Landing Rd. # 134, Milipita, CA 95035	2161	0
1069.	ANDREW STACK	9 OAK HILL LN, WOODBRIDGE, CT 06525	2163	0
1070.	HOWARD KASS	16 HEMLOCK LANE, PENNELLVILLE, NY 13132	2166	0
1071.	JEANETTE JEZICK	4 LYNCH RD, LEBANON, CT 06249	2170	0
1072.	ISAAC BAK	7347 ROOSEVELT BLVD, PHILADELPHIA, PA 19152	2171	0
1073.	DONALD LEAKE	11929 HANDRICH DRIVE, SAN DIEGO, CA 92131	2177	0
1074.	GERALD GEIST	214 QUARRY ROAD, SELINGSGROVE, PA 17870	2185	0
1075.	STEVEN WILSON	2260 ASHLEY BROOKE, WENATCHEE, WA 98801	2187	0
1076.	VINH DANG	P. O. Box 70063, Reno, NV 89570	2189	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
1077.	KARRIN VALLIN	1960 7TH AV, SACRAMENTO, CA 95818	2190	0
1078.	JEANNETTE LIU	113 ESWORTHY PLACE, NORTH POTOMAC, MD 29878	2194	0
1079.	MARC NELSON	55 CAMEO DRIVE, CHERRY HILL, NJ 08003	2195	0
1080.	JILL BRADLEY	327 NEW WHITFIELD ST., GUILFORD, CT 06437	2200	0
1081.	SHELDON KEYSER	2310 VELVET RIDGE, OWINGS MILLS, MD 21117	2205	0
1082.	MARC LENZEN	3822 VISTA AZUL, SAN CLEMENTE, CA 92672	2206	0
1083.	JAMES ANDREWS	271 PROSPECT AVENUE, LONG BEACH, CA 90803	2218	0
1084.	SUSAN MILLER	3628 LOWELL, DENVER, CO 80211	2223	0
1085.	JOHN ROSS	34 PRISCILLA ROAD, SO EASTON, MA 02375-1524	2227	0
1086.	PATRICIA YOUNGQUIST	186 LANDSDOWNE LANE, CHESHIRE, CT 06410	2232	0
1087.	CYNTHIA HAUSCHILD	3825 HIGHLAND AVE., SKANEATELES, NY 13152	2234	0
1088.	STEVE PREVISICH	21372 BROOKHURST STREET, #432, HUNTINGTON BEACH, CA 92646	2242	0
1089.	ROBERT JOHNSTON	413 PRIMROSE WAY, OCEANSIDE, CA 92057	2245	0
1090.	MARY MATHIAS	5 Bessom St., . UNT# F128, Marblehead, MA 01945	2246	0
1091.	SCOTT SMITH	1910 MISTY WATER CT., APEX, NC 27502	2247	0
1092.	VIRGIL DON HOLLAND	P.O. Box 2298, ORANGE, CA 92859	2251	0
1093.	EUGENE LUND	241 DALE RD, BARTO, PA 19504	2252	0
1094.	LOUISTARTAGLIA	4514 LA CUENTA DRIVE, SAN DIEGO, CA 92124	2253	0
1095.	SANDRA KROKOS	201 LAKE VISTA CT, DRUMS, PA 18201	2255	0
1096.	TRICIA ZHANG	4553 NORTH CHELSEA LANE, BETHESDA, MD 20814	2258	0
1097.	BILL LUSK	P O BOX 1348, GUILDERLAND, NY 12084	2262	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
1098.	JAMES JOHNSON	51 SPRING MEADOW LANE, READING, PA 19606	2263	0
1099.	BILL LUSK	P O BOX 1348, GUILDERLAND, NY 12084	2264	0
1100.	JESSICA HEINKE	251 CORNELSON DRIVE, GREER, SC 29651	2265	0
1101.	SCOTT HULTMAN	8504 N. SIERRA VISTA AVE., FRESNO, CA 93270	2277	0
1102.	SPENCER LAU	433 SAINT EMILION COURT, MOUNTAIN VIEW, CA 94043	2280	0
1103.	SUSAN DEVINE	31 WATCHHAUG RD, SOMERS, CT 06071	2282	0
1104.	STUART WEINBAUM	123 D BRITTANY FARM RD, NEW BRITIAN, CT 06053	2284	0
1105.	ANDREW MULLIGAN	3 HYANIS COURT, MOUNT SINAI, NY 11766-1809	2286	0
1106.	EUNMI CHAE	165-B CASUDA CANYON DRIVE, MONTEREY PARK, CA 91754	2288	0
1107.	JOHN CLARK	2952 WEST CANYON AVE, SAN DIEGO, CA 92123	2291	0
1108.	STEVEN MORIYASU	297 S. MARENGO AVE. APT 204, PASADENA, CA 91101	2292	0
1109.	CELESTE PINKHAM	4934 COLDWATER CANYON AVE. # 115, SHERMAN OAKS, CA 91423	2297	0
1110.	NANCY LOVELAND	6 SCOTT LANE, CROMWELL, CT 06416-1235	2299	0
1111.	PATRICK FLORES	4807 VALLEY VIEW BLVD, ROANOKE, VA 24012	2312	0
1112.	STANLEY SATO	1548 GLEN AVENUE, WAHIAWA, HI 96786	2314	0
1113.	TIMOTHY KALE	P.O. BOX 1084, KAILUA KONA, HI 96740	2321	0
1114.	DEREK GUARINO	85 MARSHALAND STREET, HAVERHILL, MA 01830	2330	0
1115.	STUART WEINBAUM	123 D BRITTANY FARM RD, NEW BRITIAN, CT 06053	2331	0
1116.	MARY MATHIAS	5 Bessom St., . UNT# F128, Marblehead, MA 01945	2341	0
1117.	KARL OHLSSON	1380 CHURCHILL WAY, MARIETTA, GA 30062	2360	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
1118.	ALFRED BLANCHARD	2 Cherry Hill CT, Farmington, CT 06032	2371	0
1119.	KENNETH CHRISTOPHER	7345 APLIN STREET, HIGHLAND, CA 92346	2401	0
1120.	STEVEN CHADO	8210 SKIPWITH DRIVE, FREDERICK, MD 21702	2438	0
1121.	ANDY CHAMPION	10 SPRINGFIELD WAY, ARDEN, NC 28704	2440	0
1122.	OLESSIA BUTENKO	303 2ND STREET, FAYETTEVILLE, NY 13066	2444	0
1123.	HOU LEONG	PO BOX 4727, SALINAS, CA 93912	2458	0
1124.	SHAYNE SHERIDAN	3993 CLUB HOUSE CT 2H, HIGHPOINT, NC 27265	2472	0
1125.	GRANT MIYASHIRO	325 E. MAKAAALA STREET, SUITE 101, HILO, HI 96720	2473	0
1126.	PAUL WESLING	4085 ROSENDA CT. # 269, SAN DIEGO, CA 92122	2479	0
1127.	KIMBERRY LA	1254 West Browning Way, Chandler, AZ 85248	2482	0
1128.	MICHAEL LONG	1436 OAKCREED LANE, VISTA, CA 92083	2494	0
1129.	MYDUNG TRUONG	15521 SANDUSKY LANE, WESTMININSTR, CA 92683	2495	0
1130.	MARC NELSON	55 CAMEO DRIVE, CHERRY HILL, NJ 08003	2497	0
1131.	WILLIAM LIMON	585 FRESNO AVE., MORRO BAY, CA 93442	2507	0
1132.	ROBERT KUEHNER	P O BOX 9036, PHOENIX, AZ 85068	2512	0
1133.	SAMIA IDRIS	12725 ETRIS RD., ROSWELL, GA 30075	2513	0
1134.	BRETT BOWMAN	21897 BAHAMAS, MISSION VIEJO, CA 92692	2517	0
1135.	LISA MATSUI	2572 SAN SABA ST, TUSTIN, CA 92782	2523	0
1136.	BRENT MITSUUCHI	1125 WOOD RD, OXNARD, CA 93033	2526	0
1137.	SHAHZRAD SHAHRAIARY	2001 E. CROSS AV #27, TULARE, CA 93274	2536	0
1138.	KELSEY JEWETT	4767 ROCKY RIDGE CT, REDDING, CA 96001	2537	0
1139.	JAMES EDDLEMAN, JR.	P O BOX 50908, IRVINE, CA 92619-0908	2546	0
1140.	JOHN WARD WALKER	P.O. BOX 855, WINDSOR, CA 95492	2553	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
1141.	PATRICK MILBURN	P.O. BOX 441, ARROYO GRANDE, CA 93421	2556	0
1142.	ROBERT SMITH	2300 WHITE LANE, BAKERSFIELD, CA 93304	2557	0
1143.	ROBIN AYERS	16 HOMEWOOD DR, LYNCHBURG, VA 24502	2565	0
1144.	ESTHER MELE	305 ELM TREE DRIVE, MARTINSBURG, WV 25401	2566	0
1145.	PAT NGUYEN	17914 HARVEST AVE., CERRITOS, CA 90703	2568	0
1146.	IVAN LEE	136 OLD YORK RD. APT A-2, BRIDGEWATER, NJ 08807	2569	0
1147.	DAVID WELLS	1104 NEW DOVER ROAD, APEX, NC 27502	2580	0
1148.	SCOTT FONG	7746 RIVER GROVE CIRCLE, SACRAMENTO, CA 95831	2598	0
1149.	CURTIS JOHN LEE	7 SANTA EUGENIA, IRVINE, CA 92606	2609	0
1150.	MARK BROWN	#9 WOODHAVEN DR, HUNTINGTON, WV 25701	2610	0
1151.	CARRIE KUBOTA	1995 TAMARACK STREET, WESTLAKE VILLAGE, CA 91361	2621	0
1152.	TINA TSAI	105 SKYVIEW WAY, SAN FRANCISCO, CA 94131	2648	0
1153.	INGRID FARINAS	2451 WOODHILL DR., BAYPOINT, CA 94565	2697	0
1154.	JIM KERNODLE	3900 Marchester Way, Apt 1H, GREENSBORO, NC 27407	2704	0
1155.	ROBERT HARTSELL	P.O. BOX 522, WILLIAMSTON, NC 27892	2730	0
1156.	TARA PARNELL	6017 SPIKERUSH TRAIL, SOUTHPORT, NC 28461	2772	0
1157.	DIANA MAH	3963 LOIS STREET, WINSTON-SALEM, NC 27127	2793	0
1158.	RICHARD SHULDINER	29521 CANYON SPRINGS RD, HIGHLAND, CA 92346	2842	0
1159.	NAHEED KASSAM	4713 LINARA LANE, FUGUAY-VARINA, NC 27526	2845	0
1160.	JO-ELLEN TOMLINSON	1757 Memorial Lake, EGLIN AFB, FL 32542	6100	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
1161.	DENNIS ALBERT	HC 32 BOX 3400R, WASILLA, AK 99654	6107	0
1162.	STEVEN CHADO	8210 SKIPWITH DRIVE, FREDERICK, MD 21702	6200	0
1163.	SHELDON KEYSER	2310 VELVET RIDGE, OWINGS MILLS, MD 21117	6201	0
1164.	STEVEN CHADO	8210 SKIPWITH DRIVE, FREDERICK, MD 21702	6202	0
1165.	SPENCER LAU	433 SAINT EMILION COURT, MOUNTAIN VIEW, CA 94043	6206	0
1166.	IRA DAVIS	P.O BOX 281498, MEMPHIS, TN 38168	6207	0
1167.	ROBERT VAUGHN	219 HIGH ST., APT.N, WESTERLY, RI 02891	2138	0
1168.	NICOLE BERHOW	1000 E NORTHERN LIGHTS BLVD, ANCHORAGE, AK 99508	7601	0
1169.	LARRY COON	3755 AIRPORT WAY, FAIRBANKS, AK 99709	7603	0
1170.	MICHAEL BECKERMAN	7701 DEBARR RD, ANCHORAGE, AK 99504	7604	0
1171.	JOHN RIPLEY	43843 STERLING HWY SUITE 100, SOLDOTNA, AK 99669	7605	0
1172.	DAVID ANTONIE	10751 W. Overland, Boise, ID 83079	7606	0
1173.	DENNIS PITKIN	10169 CRANBERRY COURT, BOISE, ID 83704 2116	7607	0
1174.	BERNARD CONWAY	16055 SW WALKER RD. # 115, BEAVERTON, OR 97006	7609	0
1175.	KEITH MILLER	7667 SE LINCOLN ST., PORTLAND, OR 97215	7611	0
1176.	ROBERT BEADERSTADT	6132 SW TOWER WAY, PORTLAND, OR 97221	7612	0
1177.	ROBERT BEADERSTADT	6132 SW TOWER WAY, PORTLAND, OR 97221	7613	0
1178.	STEVEN MULLINS	2424 CRATER LAKE HWY, MEDFORD, OR 97501	7614	0
1179.	JAN HURTUBISE	21000 N.W. QUATAMA RD. # 35, BEAVERTON, OR 97006	7615	0
1180.	NEAL GARHOFER	1451 HWY 101, WARRENTON, OR 97146	7616	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
1181.	BERNARD CONWAY	16055 SW WALKER RD. # 115, BEAVERTON, OR 97006	7617	0
1182.	ROSILAND HURSH	8955 SE 82ND AVE, PORTLAND, OR 97266	7622	0
1183.	ERIC BROWN	3205 SE Taylor, Portland, OR 97214	7623	0
1184.	JOYCE STAPLES	BOX 72, COOS BAY, OR 97420	7626	0
1185.	NEAL GARHOFER	2500 N MAIN ST, TILLAMOOK, OR 97141	7627	0
1186.	GEORGE LAM	1101 GRANTS PASS PKWY, GRANTS PASS, OR 97526	7628	0
1187.	STEPHEN DIPPEL	1300 EAST PARK ST., GRANTS PASS, OR 97526	7629	0
1188.	ALLISON HARPER	150 NE 20TH ST, NEWPORT, OR 97365	7630	0
1189.	MICHAEL SAUL	556 EAST 3RD STREET, IDAHO FALLS, ID 83401	7631	0
1190.	LAWRENCE JONES	365 RENTON CENTER WAY SW STE D, RENTON, WA 98058	7632	0
1191.	CHESTER BURY	7250 PACIFIC AVE, TACOMA, WA 98408	7633	0
1192.	CHESTER BURY	4505 S 19TH ST E SUITE 3, TACOMA, WA 98405	7634	0
1193.	WILLIAM BUTLER	101 WELLSIAN WAY SUITE I, RICHLAND, WA 99352	7637	0
1194.	STEVE HOVET	4221 SOUTH 252ND, KENT, WA 98032	7639	0
1195.	CAROLINA LEE	2237 N. 106TH STREET #236, SEATTLE, WA 98133	7640	0
1196.	MICHAEL KLINDWORTH	23332 EDMONDS WAY D102, EDMONDS, WA 98026	7641	0
1197.	JAN HURTUBISE	21000 N.W. QUATAMA RD. # 35, BEAVERTON, OR 97006	7643	0
1198.	RICHARD ZOLLER	3184 OCEAN BEACH HWY, LONGVIEW, WA 98632	7644	0
1199.	VICKY YIM	9925 STATE AVE, MARYSVILLE, WA 98270	7646	0
1200.	SAM AHN	11409 W.E. 80TH ST., NEW CASTLE, WA 98056	7647	0
1201.	SAPHOL ROS	17801 108TH AVE SE, RENTON, WA 98055	7648	0

#	CONTRACTING COMPANY	ADDRESS OF CO	DESCRIPTION	CURE AMOUNT PER VISTA RECORDS
1202.	WESLEY ARNDT	4031 KROMER AVE., EVERETT, WA 98021	7649	0
1203.	DENNIS LEE	1671 ROCK CREEK RIDGE, BLVD. SW, NORTH BEND, WA 98045	7650	0
1204.	ROMAN HAMASAKI	2009 NW 58TH ST. # 2, SEATTLE, WA 98107	7651	0
1205.	MAX ARCHER	2235 CHERAN LOOP NW, OLYMPIA, WA 98502	7652	0
1206.	RICH MCKINLEY	1601 E. PARKS HWY #C, WASILLA, AK 99654	7653	0
1207.	ROMAN HAMASAKI	2009 NW 58TH ST. # 2, SEATTLE, WA 98107	7654	0
1208.	MARGARET BENCK	3093 OVERLOOK DR. # 411, HILLSBORO, OR 97124	7657	0
1209.	PAUL BEFANIS	665 APOLLO BLVD., MELBOURNE, FL 32901	6109	0
1210.	DOUG JACKMAN	3706 N. LAMARR, AUSTIN, TX 78705	6108	0
1211.	ROBERT VAUGHN	219 HIGH ST., APT. N, WESTERLY, RI 02891	6208	0

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re: : Case Nos. 00-65214 to 00-65224
: :
VISTA EYECARE, INC., f/k/a NATIONAL : Chapter 11
VISION ASSOCIATES, LTD., et al., : :
: Judge James E. Massey
: :
Debtors. : Jointly Administered
: :

MODIFICATION TO
FIRST AMENDED JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11,
TITLE 11, UNITED STATES CODE, FILED BY VISTA EYECARE, INC. AND
CERTAIN OF ITS DEBTOR SUBSIDIARIES AND FIRST AMENDED JOINT PLAN OF
REORGANIZATION UNDER CHAPTER 11, TITLE 11, UNITED STATES CODE,
FILED BY FRAME-N-LENS OPTICAL, INC.; MIDWEST VISION, INC.; NEW WEST
EYEWORKS, INC.; AND CERTAIN OF THEIR DEBTOR SUBSIDIARIES

KILPATRICK STOCKTON LLP
Dennis S. Meir
Joel B. Piassick
Michael D. Langford
1100 Peachtree Street
Atlanta, Georgia 30309-4530
Telephone: (404) 815-6500

Attorneys for the Debtors

Pursuant to 11 U.S.C. Section 1127, debtors Vista Eyecare, Inc., f/k/a National Vision Associates, Ltd., and certain of its debtor subsidiaries, specifically, International Vision Associates, Ltd.; NVAL Healthcare Systems, Inc.; and Vista Optical Express, Inc., file the following modifications to the First Amended Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code, Filed by Vista Eyecare, Inc. and Certain of Its Debtor Subsidiaries (the "Parent Plan"), and debtors Frame-n-Lens Optical, Inc.; Midwest Vision, Inc.; New West Eyeworks, Inc.; Family Vision Centers, Inc.; Vision Administrators, Inc.; Alexis Holding Company, Inc.; and Vista Eyecare Network, LLC file the following modifications to the First Amended Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code, Filed by Frame-n-Lens Optical, Inc.; Midwest Vision, Inc.; New West Eyeworks, Inc.; and Certain of Their Debtor Subsidiaries (the "Subsidiaries' Plan"):

1. The last sentence of Section 6.5 in the Parent Plan and Section 6.3 in the Subsidiaries' Plan states that "All obligations of the Debtors under the Senior Note Indenture shall terminate as of the Effective Date except as to any obligation to pay expenses of the Indenture Trustee for distributions as contemplated by Sections 7.1 and 7.8 of the Plan." That sentence is modified as follows:

All obligations of the Debtors under the Senior Note Indenture shall terminate as of the Effective Date except as to any obligation to pay fees and expenses of the Indenture Trustee as contemplated by Sections 7.1 and 7.8 of the Plan.

2. The heading of Section 7.8 of the Parent Plan and the Subsidiaries' Plan is changed from "Indenture Trustee's Fees and Expenses Regarding Distributions" to "Indenture Trustee's Fees and Expenses."

3. The Free Standing Managed Care Plans (#223 to #324) that are listed as Assumed Agreements on Exhibit B to both the Parent Plan and the Subsidiaries' Plan are removed from the list of Assumed Agreements under both Plans.

4. Exhibit B to both the Parent Plan and the Subsidiaries' Plan lists a lease agreement with Parkway Portfolio 1 LLC (#75) for the Eastern Regional Office in Richmond, Virginia, as being among the Assumed Agreements. The Plans are modified to reflect that the identity of the contracting company is Parkway Properties LP, rather than Parkway Portfolio 1 LLC. The applicable lease agreement is dated February 21, 2000, and is for the premises located at Suite 120, The Moorefield Building, 812 Moorefield Park Drive, County of Chesterfield, Virginia.

5. The "cure amount per Vista records" for the Assumed Agreement with PerSe Technologies (#69) listed on Exhibit B to both the Parent Plan and the Subsidiaries' Plan is changed from \$257,638.32 to \$305,261.82, to reflect an agreement with PerSe Technologies regarding the appropriate cure amount.

6. The Debtors' insurance agreement with Travelers Indemnity Company dated October 21, 1999, as amended, pursuant to which Travelers has issued certain general liability and workers' compensation insurance policies in favor of the Debtors shall be an Assumed Agreement under the Plans.

7. Section 9.4 of the Parent Plan is modified by adding the following language at the end of that paragraph: "The Change in Control Agreements for executive officers of Vista who execute the Amendment attached hereto as Exhibit 1 on or prior to the Effective Date of the Plan shall be assumed under the Plan, and any such Change in Control Agreements shall be amended in the manner set forth in Exhibit 1 attached hereto. All other Change in Control Agreements for executive officers of Vista shall be deemed rejected under the Plan in accordance with Section 365 of the Bankruptcy Code."

Respectfully submitted, this the 17th day of May, 2001.

/s/ Michael D. Langford

Michael D. Langford
Georgia Bar No. 436220
Kilpatrick Stockton LLP
1100 Peachtree Street, Suite 2800
Atlanta, Georgia 30309-4530
(404) 815-6500

Counsel for the Debtors

EXHIBIT 1

CHANGE IN CONTROL AGREEMENT
AMENDMENT 1

This Amendment shall amend the Change in Control Agreement dated as of _____ between Vista Eyecare, Inc. (the "Company") and _____ (the "Executive") (such agreement, the "Agreement"). Undefined capitalized terms used in this agreement have the meanings given to them in the Agreement.

Upon execution of this document below, the Executive and the Company agree that, on the Effective Date of the First Amended Joint Plan of Reorganization Under Chapter 11, Title 11 United States Code, Filed by Vista Eyecare, Inc. and Certain of Its Debtor Subsidiaries (the "Plan") filed by the Company with the Bankruptcy Court, (1) the conversion of debt for equity contemplated by the Plan shall not constitute either a Change in Control or a Threatened Change in Control under the Agreement, and (2) the Company will assume the Agreement in the Chapter 11 Case.

Please sign below to confirm your agreement to the foregoing. This agreement will automatically become void and without legal effect if the Plan, in substantially the form filed in the Chapter 11 Case, has not become effective by June 30, 2001.

ACKNOWLEDGED AND AGREED TO BY THE COMPANY AND THE EXECUTIVE AS EVIDENCED BY THEIR SIGNATURES BELOW.

EXECUTIVE

COMPANY

By: _____

By: _____

Date: _____

Date: _____

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re: : Case No. 00-65214
: :
VISTA EYECARE, INC., f/k/a NATIONAL : Chapter 11
VISION ASSOCIATES, LTD., et al., :
: Judge James E. Massey
Debtors. : Jointly Administered
- - - - - :

CERTIFICATE OF SERVICE

This is to certify that on May 17, 2001, the undersigned served the foregoing document by causing it to be sent by telecopy to the following persons:

Name	Company	Facsimile Number
Seth Gardner, Esq.	Wachtell, Lipton, Rosen & Katz	(212) 403-2000
R. Jeneane Treace, Esq.	Office of the United States Trustee	(404) 331-4464
Jason Watson, Esq.	Alston & Bird	(404) 881-7777

/s/ Michael D. Langford
Michael D. Langford
Georgia Bar No. 436220
Kilpatrick Stockton LLP
1100 Peachtree Street, Suite 2800
Atlanta, Georgia 30309-4530
(404) 815-6500
Counsel for the Debtors



CONTACTS:

Angus Morrison
Senior Vice President, Chief Financial Officer
(770) 822-4295
www.vistaeyecare.com

FOR IMMEDIATE RELEASE

May 31, 2001

**NATIONAL VISION, INC., FORMERLY KNOWN AS VISTA EYECARE, INC.,
ANNOUNCES EFFECTIVENESS OF PLAN OF REORGANIZATION**

LAWRENCEVILLE, Georgia - Vista Eyecare, Inc. today announced that its plan of reorganization had become effective on May 31, 2001. The U.S. Bankruptcy Court for the Northern District of Georgia had previously entered an order confirming the Company's plan.

James Krause, President and Chief Executive Officer, said "Effectiveness of our plan of reorganization is a critical and important milestone in our efforts to return to financial viability and profitability. We believe that our Company, as re-capitalized and reorganized, will be poised to again become a leader in the optical industry."

Mr. Krause added, "We wish to thank Wal-Mart Stores, Inc. for the support they have shown our Company. We are pleased to continue our long-term relationship with Wal-Mart."

The Company indicated that it had finalized a \$10 million credit facility with Fleet Capital Corporation.

The Company also indicated that effective May 18, 2001, the name of the Company had been changed to "National Vision, Inc."

XXX

PROJECTIONS AND VALUATION ANALYSIS
VISTA EYECARE, INC.
PRO-FORMA REORGANIZED BALANCE SHEET
JUNE 1, 2001
(Unaudited)
(\$ in thousands)

	Projected 6/01/01	Adjustments			
		Sale of Freestanding	write-down	Cash Payment	Sub-total
Current Assets					
Cash and marketable securities	\$ 7,630	5,977		(7,500)	\$ 6,107
Accounts receivable (net)	12,734	(688)	(600)	0	11,446
Inventories	29,168	(7,092)			22,076
Prepaid expenses and other current assets	1,150	(716)			434
Total current assets	50,681	(2,519)	(600)	(7,500)	40,062
Property, plant and equipment	91,174	(2,162)			89,012
Less accumulated depreciation	63,950	(937)			63,013
Net property, plant & equipment	27,225	(1,225)			26,000
Other Assets					
Other	8,133	(389)	(7,063)	0	681
Note Receivable	0	2,500			2,500
Reorganization value in excess of book, net	0	0			0
Goodwill	1,860	(1,860)	0	0	0
Total other	9,993	251	(7,063)	0	3,181
Total Assets	\$ 87,898	(\$ 3,493)	(\$ 7,663)	(\$ 7,500)	\$ 69,243
Current liabilities					
Accounts payable	\$ 1,277	\$ 0			\$ 1,277
Other payables	843	0			843
Accrued liabilities	11,818	0			11,818
Total current liabilities	13,938	0			13,938
Other liabilities					
Deferred taxes	228				228
Total other liabilities	228	0	0	0	228
Debt					
Revolver	0				0
Senior term debt	12,500			(7,500)	5,000
Liabilities Subject to Compromise					
Accounts payable	26,779	0	(3,886)	0	22,893
Other payables	8,064	0	(1,170)	0	6,894
Accrued liabilities	3,141	0	(456)	0	2,685
Senior Notes	123,786		(17,963)	0	105,823
Other debt	7,843		(1,138)	0	6,705
Total Liabilities Subject to Compromise	169,613	0	(24,613)	0	145,000
Total long term debt	182,113	0	(24,613)	(7,500)	150,000
Shareholders' equity					
Common stock	211				211
Additional paid-in capital	47,387				47,387
Retained income (deficit)	(15,983)	(3,493)	16,950		(2,526)
Current Year Earnings	(135,923)				(135,923)
Cumulative foreign currency translation	(4,072)				(4,072)
Total Shareholders' equity	(108,380)	(3,493)	16,950	0	(94,923)
Total liabilities & net worth	\$ 87,898	(\$ 3,493)	(\$ 7,663)	(\$ 7,500)	\$ 69,242

Pro-forma Reorganized Balance Sheet - June 1, 2001 - CONTINUED

	Adjustments			
	Reorg value	Equity Funding	Debt	Restated 6/01/01
Current Assets	\$ 0	\$ 25,000	(\$ 25,000)	\$ 6,107
Cash and marketable securities				11,446
Accounts receivable (net)				22,076
Inventories				434
Prepaid expenses and other current assets	-----	-----	-----	-----
Total current assets	0	25,000	(25,000)	40,062

Property, plant and equipment				89,012
Less accumulated depreciation	-----	-----	-----	63,013
	0	0	0	26,000
Net property, plant & equipment				
Other Assets				681
Other				2,500 (c)
Note Receivable	94,923			94,923
Reorganization value in excess of book, net				0
Goodwill	-----	-----	-----	-----
	94,923	0	0	98,104
Total other				
	\$ 94,923	\$ 25,000	(\$ 25,000)	\$ 164,166
Total Assets	=====	=====	=====	=====
Current liabilities				\$ 1,277
Accounts payable				843
Other payables				11,818
Accrued liabilities	-----	-----	-----	-----
	0	0	0	13,938
Total current liabilities				
Other liabilities				228
Deferred taxes	-----	-----	-----	-----
				228
Total other liabilities				
Debt			5,000	5,000 (a)
Revolver			(5,000)	0
Senior term debt				
Liabilities Subject to Compromise			(22,893)	0
Accounts payable			(6,894)	0
Other payables			(2,685)	0
Accrued liabilities			14,177	120,000
Senior Notes			(6,705)	0
Other debt	-----	-----	-----	-----
			(25,000)	120,000 (b)
Total Liabilities Subject to Compromise	0	0	(25,000)	125,000
Total long term debt				
Shareholders' equity	(211)	25,000		25,000 (b)
Common stock	(47,387)			0
Additional paid-in capital	2,526			0
Retained income (deficit)	135,923			0
Current Year Earnings	4,072			0
Cumulative foreign currency translation	-----	-----	-----	-----
	94,923	25,000	0	25,000
Total Shareholders' equity				
	\$ 94,923	\$ 25,000	(\$ 25,000)	\$ 164,166
Total liabilities & net worth	=====	=====	=====	=====

Notes to Pro-Forma Reorganized Balance Sheet

- (a) Anticipated borrowings under the New Secured Credit Facility needed to pay certain Administrative Claims and pre-petition liabilities consistent with the treatment of these liabilities in the Plans.
- (b) The Plans provide for, among other things, a deleveraging of the Debtors through an exchange of all of the General Unsecured Claims for \$120 million in New Senior Notes and 5 million shares of New Common Stock. This amount represents primarily the forgiveness of such obligations.
- (c) The Debtors propose to account for the reorganization and the related transactions using the principles of "fresh start" accounting as required by Statement of Position 90-7 ("SOP 90-7") issued by the American Institute of Certified Public Accountants (the "AICPA"). The Debtors have estimated a range of reorganization value, between \$140 million and \$160 million. For purposes of determining the reorganization value, the Debtors used the midpoint of the range, \$150 million, \$25 million of which value is attributable to shareholders' equity. In accordance with SOP 90-7, the reorganization value has been allocated to specific tangible and identifiable intangible assets and liabilities. The unallocated portion of the reorganization value is classified as Reorganization Value in Excess of Book and is amortized over fifteen years. For the purposes of this presentation, book values have been assumed to be equal fair values except for specific items in which quantifiable data is currently available. The Debtors currently performing independent appraisals of various assets, including certain of their fixed assets and leased facilities, which is expected to lead to additional pro forma adjustments to book values and result in different Reorganization Value in Excess of Book as of the Effective Date. The amount of shareholders' equity in the fresh start balance sheet is not an estimate of the trading value of the New Common Stock after confirmation of the Plans, which value is subject to many uncertainties and cannot be reasonably estimated at this time. The Debtors do not make any representations as to the trading value of shares to be issued pursuant to the Plans.

