

DECLARATION OF CHARITABLE TRUST
As Amended

Pursuant to Article Twenty-Third of the Declaration of Charitable trust made by and between the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC., a non profit corporation under and existing under the laws of the State of California, and the original Board of Trustees of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA MEMORIAL TRUST, all of the Trustees of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA MEMORIAL TRUST as and a majority of the Board of Directors of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC. do hereby amend, modify and alter the provisions of the Declaration of Charitable Trust in the following particulars only:

THIS DECLARATION OF TRUST is made as of the 12th day of March, 1979, by and between the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC., of Los Angeles, California, a non-profit corporation organized and existing under the laws of the State of California, hereinafter referred to as the TRUSTOR, and

<u>Harold A. Towle</u>	,	<u>Harold J. Edelman</u>	,
<u>Philip Welirnan</u>	,	<u>C. F. Duane</u>	,
<u>W. J. Chadima</u>	,	<u>Richard J. Burr</u>	,
<u>Joseph L. Miller</u>	,	<u>William E. Thomas</u>	,

and Donald C. Flowers

hereinafter referred to as the BOARD OF TRUSTEES, to establish a non-profit charitable trust for the purposes and under the terms and conditions hereinafter stated.

FIRST: This Trust shall be called THE LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA MEMORIAL TRUST.

SECOND: The trust property, hereinafter referred to as the Trust Fund, shall consist of \$ 3,246.61 , being the aggregate sum of contributions received to date in the memory of Past District Governor Bill Nedelcoff, and such other real or personal property acceptable to the Trustees which may hereafter be transferred to the Trust by the Trustor or by any other person, association, corporation or other entity, all of which property shall be held in Trust by the Board of Trustees and managed, Administered and disposed of as herein provided. The Trustor hereby agrees to execute all assignments, conveyances, or other documents necessary to transfer title to the property described in Exhibit "A" to the Trustees. The Trustees may receive and accept property, whether real, personal, or mixed, by way of gift, bequest, or devise, from any person, firm, trust or corporation, to be held, administered, and disposed of in accordance with and pursuant to the provisions of this Declaration of Charitable Trust; but no gift, bequest or devise of any such property shall be received and accepted if it is conditioned or limited in such manner as to require the disposition of the income or its principal to any person or organization other than a "charitable organization" or for other than "charitable purposes" within the meaning of such terms as used in Section 501(c)(3) of the Internal Revenue Code of 1954 as amended (but only such purposes as also constitute public charitable purposes under the law of trusts of the State of

California) or as shall in the opinion of the Trustees jeopardize the federal income tax exemption of this Trust pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, as now in force or afterwards amended.

THIRD: This Trust is created to devote and apply the income from the Trust Fund and principal, as hereinafter set forth, exclusively for charitable purposes, specifically including those purposes more completely set forth in the Articles of Incorporation of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC., either by making payments directly to the beneficiary of medical or other services or by contributions to organizations duly authorized to carry on such activities and which have established their tax-exempt status under the provisions of Section 501(c)(3) or 501(c)(4) of the Internal Revenue Code and its regulations as they now exist or may hereafter be amended, and the property, assets, profits, and net income of this Trust are irrevocably dedicated to such purposes.

FOURTH: Notwithstanding any other provision contained in this Declaration of Trust, the Trust shall be subject to each and all of the following limitations and restrictions:

(1) None of the activities of this Trust shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, nor shall this Trust participate in, or intervene in (including the publishing or distributing of statements,) any political campaign on behalf of any candidate for public office.

(2) No part of the net earnings of this Trust shall inure to the benefit of any private individual having a personal or private interest in the activities of the Trust, within the meaning of Section 501(c)(3) and Section 501(c)(4) of the Internal Revenue Code and its regulations, as they now exist or may hereafter be amended, and the Trust shall not be operated for the benefit of private interests such as the Trustor, the Trustees, or the contributors to this Trust, or by any person or persons controlled, directly or indirectly, by such private interests.

(3) The Trust Fund shall be used for the purposes stated in Paragraph THIRD hereof only within the United States and its possessions and not elsewhere.

(4) Notwithstanding any other provision contained herein, the Trustee shall distribute the income of this Trust for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

(5) Notwithstanding any other provision contained herein, the Trustee shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws; nor retain any excess business holding as defined in Section 4943(c) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal

tax laws.

(6) The Trust is not organized, nor shall it be operated, for the primary purpose of carrying on any unrelated trade or business.

FIFTH:

(1) Except as otherwise provided herein or by law, the Trustees shall have all the powers and authority necessary or convenient to carry out the purposes of this Trust as set forth in Paragraph THIRD hereof, subject to the limitations and restrictions imposed by Paragraph FOURTH, and, without limiting the generality of such powers, the Trustees are empowered and authorized:

(i) To distribute the Trust Fund, either as to principal or income as defined in the California Civil Code, the Principal and Income act, as amended from time to time (Probate Code 16320), or both, for the purposes stated in Paragraph THIRD hereof as they may in their judgment deem most conducive to the public welfare. It is nevertheless recommended, although not required, subject to the requirement of annual distributions of income under Subparagraph (4) of Paragraph FOURTH hereof, that all income be distributed annually and that if such income falls below three and one-half (3-1/2) percent of the value of the Trust Fund after payment of administration expenses and costs, an amount equal to

that percentage be distributed from the principal and available income.

(ii) To take property and funds by Will, gift, or otherwise, and with or without specification of any charitable or eleemosynary purpose and with or without restriction on the uses and purposes of such property or funds, provided, however, that if no charitable or eleemosynary purpose is specified, the property or funds so received shall, nevertheless, be held on the trust that they shall be used for the charitable and eleemosynary purposes described in Paragraph THIRD hereof and that any restricted use or purpose declared be within the purposes stated in said Paragraph THIRD, and provided further, that no bequest, devise, gift, or transfer of property or funds to this Trust for a purpose stated in Paragraph THIRD shall be invalid because of indefiniteness or uncertainty as to the purposes or beneficiaries thereof, but, to the extent to which such indefiniteness or uncertainty exists, it shall be resolved by the Trustees in the manner which, in their judgment, is most consonant with the purpose of the donor and most conducive to the public welfare.

(iii) To receive the income, profits, rents, and proceeds of the Trust Property, and to collect and receipt for same.

(iv) Subject to the requirement of annual distributions of income under Subparagraph (4) of Paragraph FOURTH hereof, to accumulate income and allow it to become part of the principal from time to time, provided, however, that they shall not accumulate income for a period of longer than five (5) years.

(v) To hold property received by the Trust by virtue of this Declaration or subsequently if, and as long as, in the exercise of good faith and of reasonable prudence, discretion, and intelligence, they may consider that retention is in the best interests of the Trust.

(vi) Subject to the limitation that they exercise the judgment and care, under the circumstances prevailing, which men of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition of their funds, considering the probable income, as well as the probable safety of their capital, to sell, convert, exchange, or dispose of any stocks, bonds, securities, or other real or personal property in the Trust Fund, and to invest and reinvest the income or funds thereby obtained or the income from time to time accumulated, in any and every kind of property, real, personal, or mixed, and every kind of investment, specifically including, but not by way of limitation, corporate obligations of every kind, and

stocks, preferred or common, which men of prudence, discretion and intelligence acquire for their own account, provided however, that such action does not offend against any of the restrictions relating to prohibited transactions, accumulations, and investments, imposed by Subparagraph (4) and (5) of Paragraph FOURTH hereof, and provided further, that the Trust shall not hold or acquire more than twenty (20) percent interest in any business; that in the event the Trust acquires a business, the Trustees shall, as soon as possible, sell the said business so long as they can do so to the advantage of the trust.

(vii) To vote in person or by proxy all shares and other securities held by the Trust subject to the Articles of Incorporation and By-Laws of the corporation which issued them.

(viii) To deposit the moneys and securities of the Trust Fund in such banks and safe deposits and trust companies as they may from time to time select.

(ix) Subject to the restrictions imposed by Subparagraph (5) of Paragraph FOURTH hereof, to incur any expense or liability on behalf of the Trust which they may consider necessary and proper to the effective administration of the Trust, including, without limitation, reasonable attorney's fees, accountant's fees, investment counsel fees, and the like; that in the

event it is necessary to incur expense or liability on behalf of the Trust, if such expense or liability is more than \$500.00, such expenditures must be approved by the Board of Directors of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC.

(x) Subject to the provisions of Subparagraph (3) of Paragraph FOURTH hereof, to transact Trust business within or without the State of California.

(xi) To make, execute, and deliver all instruments which may be necessary or proper for the accomplishment of the purposes of this Trust or any of the foregoing powers, including, without limitation, deeds, bills of sale, transfers, leases, mortgages, deeds of trust, assignments, conveyances, contracts, purchase agreements, waivers, releases, and settlements.

(xii) To consult outside experts whenever necessary or convenient to determining the advisability of any specific grant, and to pay such experts from the Trust Fund for their consultations.

(2) The Trustees shall:

(i) Use ordinary care and diligence in the execution of this Trust, and manage the Trust Property in the same manner which men of prudence, discretion, and intelligence exercise in the management of their own affairs, not in regard to speculation, but in regard to the permanent disposition thereof, considering the

probable income, as well as the probable safety of the capital.

(ii) Act in the highest good faith in the execution of this Trust.

(iii) Apply the Trust Fund at such time or times, in such manner, and in such amounts as they may determine, or as may be required by restricted contributions, to the tax-exempt purposes set forth in Paragraph THIRD hereof and not otherwise.

(iv) Keep, or cause to be kept, minutes of their meetings and a record of all questions voted on and the vote thereon, as well as a book setting forth the names, addresses, and telephone numbers of all Trustees, and in the case of the discharge or removal of a Trustee, the date thereof and the manner in which such removal or discharge was effected.

(v) Keep, or cause to be kept, adequate and correct accounts of all properties and business transactions of the Trust, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses.

(vi) On request of an assessor, make available at a place mutually acceptable to them and the assessor a true copy of all business records relevant to the amount, cost, and value of the Trust Property subject to local assessment.

(vii) Prepare and file, or cause to be prepared and filed, all proper applications for exemptions from federal, state, and county and city taxes, and other papers and documents required to be submitted therewith.

(viii) Prepare and file, or cause to be prepared and filed, all tax returns and tax reports now required, or which may hereafter be required, by any taxing authority, and to publish notice of such reports and to make such reports available to the public when required by law.

(ix) Pay all federal, state, and local taxes, or other assessments, debts, claims, or charges, which may exist against the Trust and are due and owing.

(x) Prepare and file, or cause to be prepared and filed, with the Office of the California Attorney General, such registration, reports, and accountings as are now, or which may hereafter be required by law.

(xi) Prosecute actions by and on behalf of the Trust and defend any actions against it, and in connection therewith, to compromise, settle or arbitrate claims or demands made by or against the Trust.

(xii) Fulfill the purposes of the Trust as declared herein.

(xiii) Have the books and records of the Trust periodically audited, but not less often than annually, by a certified public accountant or public accountant,

who is not a member of a member club of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC.

(xiv) Subject to the restrictions imposed by Subparagraph (5) of Paragraph FOURTH hereof, carefully investigate all requests for grants arid all programs proposed for support. It is recommended, although not required, that if such program can be supported from funds other than those of this Trust that the request for support be denied so that the funds of this Trust can be conserved for support of those programs which have no other available source

(xv) Periodically review grants already made of projects instituted to see that the original purpose of the program is being fulfilled, and to require the recipients of such grants to report periodically on the progress being made in carrying out the grant programs.

(xvi) In addition to the tax returns required to be filed with the Internal Revenue Service and the California Franchise Tax Board and the reports required to be filed with the California Attorney General, report periodically, but not more often than annually, to the general public on the activities of the Foundation by such means and at such times as they shall in their judgment deem proper. It is recommended, although not required, that such reports contain a financial statement, a list of assets of the Foundation, and a list

of programs supported by the Foundation during the year or between reports.

(3) The Trustees shall not:

(i) Use or deal with the Trust Property for their own profit, or for any other purpose unconnected with the Trust, in any manner.

(ii) Nor shall any of their agents take part in any transaction concerning the Trust in which they, or anyone for whom they act as agent, have an interest, present or contingent, adverse to this Trust or its purposes.

(iii) Willfully and unnecessarily mingle the Trust Property with their own so as to constitute themselves in appearance the absolute owners thereof.

SIXTH: Meetings shall be called and held at such times and places as shall be specified by the Chairman of the Board of Trustees or by any three (3) Trustees. The person or persons calling the meeting shall give notice to the other Trustees by mail or electronic communication sent to each Trustee at his or her address as it appears on the books of the Trust at least seven (7) days prior to the date thereof.

The quorum of the meeting shall be not less than five (5) members. No action may be taken without a affirmative vote of 5 Trustees.

SEVENTH: Instruments authorized to be executed by resolution or written record as provided in Paragraph SIXTH shall be executed by the Chairman of the Board and Secretary, or by any three (3)

Trustees, provided, however, that the Board may, by resolution, authorize any Trustee, officer, or agent of the Trust to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Trust, and such authority may be general or confined to specific instances, and any such contract or instrument so entered into or executed shall be binding on the Trust.

EIGHTH: Each Trustee is entitled to one vote on each matter voted on. Voting shall be done in person at any meeting.

NINTH: Harold A. Towle shall in office as a member of the Board of Trustees until such time as his term as President of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC. has terminated, at which time the succeeding President of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC. shall become a member of the Board of Trustees during the time that he or she is president, and his or her successors shall be the succeeding Presidents of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC. and shall serve as Trustees during the term of their office. Harold J Edelman, and Philip Wellman shall serve for one (1) year. C.F. Duane and W.J. Chadima shall serve for two (2) years. Richard J. Burr and Joseph L. Miller shall serve for three (3) years. William E. Thomas and Donald Flowers shall serve for four (4) years. As the term of office of each of the above-name Trustees shall terminate the successors shall be elected by the membership of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC. for a term of four (4) years. Each successor shall be a Lion in good standing.

(I) No Trustee may serve more than two (2) consecutive terms of four (4) years each, starting January 1, 2002, excluding any vacancy on which the Trustee was elected to fill.

(II) The qualification of the Lion elected to the Memorial Trust must be a Lion in good standing with his or her Lions Club. His or her Lions Club must be a member of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC., and his or her Lions Club must be in good standing with LIONS CLUB INTERNATIONAL.

(III) The Trustees shall be elected at the November Membership meeting of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC. and shall take office on January first.

(IV) If during the term of office a Trustee is elected President of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC., he/she must resign as a trustee of the MEMORIAL TRUST.

TENTH: In the event any of the Trustees should die or resign during the term of his or her office, a successor shall be elected by the membership of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC., for the balance of the unexpired term. In the event any Trustee should cease to be a member of a member club of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC., or a Lion in good standing with their Lions Club and Lions Clubs International, his or her seat on the Board of Trustees shall be declared to be vacant and a successor Trustee shall be elected by the membership of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC., for the balance of the unexpired term.

ELEVENTH:

(1) A Trustee shall be discharged from this Trust by his or her written resignation, delivered to and accepted by the remaining Trustees, or on completion of his or her duties under the Trust, or on termination of the Trust for whatever reason; or by the final judgment of a Court of State of California.

(2) A Trustee may be removed by a 2/3 vote of the Member Clubs of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC. qualified to vote.

TWELFTH: No Trustee shall be liable to the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC., or to any other person, firm, or entity for the Trustees' acts, except for willful misconduct or gross negligence. It is recognized that Trustees of the LIONS EYE FOUNDATION MEMORIAL TRUST may also serve as officers and directors of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC. and that service as Officers and directors and trustees of both organization may have current or future potential conflicts of interest in the management and investment of funds and property of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA MEMORIAL TRUST. Notwithstanding such potential conflicts of interest, it is recognized that it is in the best interest of both the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC. and the LIONS EYE FOUNDATION MEMORIAL TRUST that each such Trustee serve as trustee of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA MEMORIAL TRUST, and as an officer and director of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC. Each Trustee of the LIONS EYE FOUNDATION

MEMORIAL TRUST shall not be liable For the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC. to any Lions Club which is a Member of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC. or to any successor Trustees of the LIONS EYE FOUNDATION MEMORIAL TRUST or any other person, form, or entity for any acts performed in connection with Management and investment of funds and property of The LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA MEMORIAL TRUST in such fiduciary capacity.

THIRTEENTH: The Trustees shall serve without compensation.

FOURTEENTH: The Trustees shall be bonded for the faithful performance of their duties in a sufficient amount to be determined by the Board of Directors of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC. The said bond shall cover theft, embezzlement and absconding.

FIFTEENTH:

(1) The Chairman of the Board of Trustees shall be one of the two members whose term of office is expiring, as elected by the Board of Trustees annually.

(2) The Vice Chairman, the Treasurer, the Secretary shall be elected by the Board of Trustees annually.

(3) If there is a vacancy in the office of the Chairman, the requirements of sub-section (1) is waived.

SIXTEENTH: Subject to the restrictions on payment of compensation to certain persons imposed by Section 4941 of the Internal Revenue Code of 1954, as incorporated herein by Subparagraph (e) of Paragraph FOURTH hereof, the compensation of

the Trustees, if any, officers, agents and employees, and all other necessary expenses incident to the administration of this Trust, including the expenses of the Trustees as provided in Paragraph THIRTEENTH hereof, shall be paid or provision for payment made each year out of the income of the Trust Property, or out of the principal if necessary, before any distribution shall be made for that year.

SEVENTEENTH: The Trustees may incorporate whenever a majority of them by resolution or written record deem it to be in the best interests of the Trust to do so.

EIGHTEENTH: In the event that it is the unanimous decision of the Board of Trustees to use all or any part of the principal of the Trust, such decision must be approved by the majority vote of the Board of Directors of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC.

NINETEENTH: This Trust shall terminate on incorporation, or on exhaustion of the Trust Fund, or by the judgment of the Superior Court on petition therefore by the Attorney General or by any interested person in a proceeding to which the Attorney General is a party, or fifty (50) years from the date hereof, whichever occurs first, and not otherwise and in no event shall the Trust fail for want of a Trustee, but in such event the Superior Court shall appoint the necessary Trustees and direct execution of the Trust on petition therefore by the Attorney General or by any person interested in the Trust in a proceedings to which the Attorney General is a party.

TWENTIETH: On the termination of this Trust for any reason, the principal remaining and accumulated income in the Trust Fund shall be distributed to the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC., if the same is then in existence. If it is not in existence the principal and accumulated income remaining in the Trust Fund shall be paid over to one or more organizations organized and operated exclusively for charitable purposes, preferably organizations for whose principle objectives are for sight conservation, and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code, as the Trustees hereof shall determine.

TWENTY-FIRST: This Trust is irrevocable, provided, however, that it may be terminated as provided in Paragraph TWENTIETH hereof.

TWENTY-SECOND: This Declaration of Trust is executed and delivered in the State of California, the situs of the Trust shall be in said State, and the provisions of this Trust governed and administered in accordance with the laws of said State.

TWENTY-THIRD: This Declaration of Trust may be amended at any time or times by written instrument or instruments signed by all of the Trustees, approved by a majority vote of the Board of Directors of the LIONS .EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC., and acknowledged by any of the Trustees, provided that no amendment shall authorize the Trustees to conduct the affairs of this Trust in any manner or for any purpose contrary to the provisions of Section 501(c)(3) of the Internal Revenue Code of 1954 as now in force or afterwards amended. An amendment of the provisions of this

Article TWENTY-THIRD (or any amendment to it) shall be valid only if and to the extent that such amendment further restricts the Trustee's amending power. All instruments amending this Declaration of Trust shall be noted upon or kept attached to the executed original of this Declaration of Trust held by the Trustees.

TWENTY-FOURTH: The Trustees hereby accept the Trust created by this agreement, acknowledge receipt of the property described in Paragraph SECOND hereof, and agree to act as Trustees, and to hold, manage, administer, and distribute the Trust Property in accordance with the terms hereof.

Amendments to the
Declaration of charitable trust

Except as expressly herein above provided, the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC. as trustor and the following who currently constitute the Board of Trustee of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA MEMORIAL TRUST, hereby, ratify, affirm, and republish all of the other provisions of the Declaration of Charitable Trust executed the 11th day August 2001.

We, the undersigned, being all of the Trustees of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA MEMORIAL TRUST hereby execute the this first amendment to Declaration of Charitable Trust as required under the provisions of Paragraph Twenty-Third of the Declaration of Charitable Trust.

PDG Dr. James Grifone, M.D., Trustee

Robert Macomber, Trustee

John Ogorzlek, Trustee

PDG C. W. Thompson, Jr., Trustee

William Wewer, Trustee

Oscar Bugarini, Trustee

John Lundborg, Trustee

PDG Ed Sallee, Trustee

I hereby certify that at a regular meeting of the Board of Directors of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA, INC., that a majority of the Board of Directors of said non profit corporation adopted and ratified The actions of the Trustees amending the Declaration of Charitable Trust executed August 11, 2001 as set forth above.

Secretary-Lions Eye Foundation
Of Southern California, Inc.

Certification of Member of Board of Trustee

As required under the provisions of Paragraph 23 of the Declaration of Charitable Trust, I as a member of the Board of Trustees of the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA MEMORIAL TRUST hereby certify that each of the procedures required under the provisions of Article Twenty-Third of the Declaration of Charitable Trust executed August 11, 2001 establishing the LIONS EYE FOUNDATION OF SOUTHERN CALIFORNIA MEMORIAL TRUST have been Complied with and that the signatures of all of the Trustees Above set forth are the signatures of the Trustees presently Acting as Trustees of said Trust.

Trustee

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, before me, the undersigned, a Notary Public, personally appeared. _____

_____, personally known to me - or - proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s) or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____
 Signature of Notary