

WORLD SIGHT, INC.

ARTICLES OF INCORPORATION

The undersigned incorporators, Mohammad Ali Haider, Graham B. Cooke, and Kimberly Patrick, executed these ARTICLES OF INCORPORATION for the purpose of forming and do hereby form a nonprofit corporation under the laws of the Kentucky Nonprofit Corporation Act, KRS 273.161 et seq. in accordance with the following provisions:

ARTICLE I - NAME

1.1 The name of the corporation shall be WORLD SIGHT, INC.

ARTICLE II - DURATION

2.1 The corporation shall have perpetual duration unless terminated by action of a majority of the Directors then in office.

ARTICLE III - PURPOSE

3.1 The corporation (hereinafter referred to as "WSI") is organized under the provisions of KRS 273.161 to 273.390 (the "Kentucky Nonprofit Corporation Act") exclusively for the purpose of establishing, benefiting, promoting, supporting, encouraging, maintaining, managing and perpetuating eye-care clinics, offices, laboratories, and/or units in nations outside the United States (hereinafter referred to as "clinics") and it is intended that it shall maintain a significant involvement in the affairs of said clinics. The purposes of the corporation are two fold: one, is to provide some financial support of the specific programs and projects of any type it considers appropriate and two, to assist the clinic in ways to make it more valuable to the nation within it has a presence.

3.2 It is intended that WSI shall carry out its purposes as an organization described in Section 509(a)(3) of the Internal Revenue Code of 1986 (hereinafter referred to as IRC) and in this connection will maintain a significant involvement in the affairs of the Clinics; and it is further intended that, notwithstanding any other provisions in these articles, WSI is prohibited in engaging in any activity that would prevent it from being treated as an organization described in IRC Section 501(c)(3).

3.3 The purpose of WSI is to solicit, receive, accept, or acquire donations of public or private funds for the accomplishment of the purposes set forth in paragraph 3.1, above.

3.4 WSI is empowered to buy, own, sell, convey, assign, mortgage or lease any interest in both real and personal property, and to construct, maintain and operated improvements thereon necessary to achieve the purposes set forth in paragraph 3.1, above.

3.5 WSI is empowered to borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business and to secure the same by mortgage, pledge or other lien on WSI's real or personal property.

3.6 WSI shall do and perform all acts reasonably necessary to accomplish the purposes of WSI and to hall all powers enumerated in the Kentucky Nonprofit Corporation Act.

3.7 Neither the income nor the principal of the endowment (if any) of WSI may be used to substitute in whole or in part for any amount obligated to any officer or director of WSI by the University of Louisville or any of the subsidiaries or affiliates thereof.

3.8 No part of the net earnings of WSI shall inure to the benefit of, or be distributable to, any director, officer or employee of WSI or any other private individual, *except* that reasonable compensation may be paid to services rendered to or for WSI in connection with one or more of its purposes. No substantial part of the activities of WSI shall be carrying on of propaganda, or otherwise attempting to influence legislation, and WSI shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Articles, WSI shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal tax under IRC Section 501(c)(3), or (b) by a corporation, contributions to which are deductible under IRC Section 170(c)(2).

ARTICLE IV – DISSOLUTION

4.1 If WSI is ever dissolved, its net assets shall be distributed to the Kentucky Lions Eye Foundation, Inc. ; but if the said Kentucky Lions Eye Foundation, Inc. is unwilling or unable to accept the assets of WSI, the Board of Directors of WSI shall dispose of all the assets of WSI exclusively for the purposes of WSI in such a manner, or to such organization or organizations organized and operated exclusively for charitable, educational or scientific purposes as shall at the time qualify as an exempt organization or organizations under IRC Section 501(c)(3), and the Board of Directors of WSI shall determine. Any such assets not so disposed of shall be disposed of by a court of law of the jurisdiction in which the principal office

of WSI is then located, exclusively for such purpose or to such organization or organization as said court of law shall determine, and which are organized and operated exclusively for such purposes; except no assets shall be distributed to any organization or corporation not qualified as a religious, charitable or educational organization which is exempt from federal income tax under the provisions of IRC Section 501(c)(3).

ARTICLE V – BOARD OF DIRECTORS, OFFICERS AND MEMBERS

5.1 The Board of Directors of WSI shall consist of at least 3 members but not more than 15 members. The duly constituted members of the Board of Directors (hereinafter referred to as the “Board”) shall from time to time determine the exact number of the members of WSI’s Board.

5.2 The members of the Board shall served for terms of three years, which, unless otherwise provided in the bylaws, shall be based on the fiscal year of WSI. The Board may, by resolution or bylaw, provide for the staggering of such terms.

5.3 The affairs of WSI shall be conducted by its duly elected Board. No director, officer or employee of WSI shall be liable as such for the obligations of WSI and WSI may indemnify any director, officer or employee against any claim or the cost of defending the same made against him or her by reason of his or her status as such. The Board shall be self-perpetuating and the manner of the their election shall be prescribed in the by-laws. The Board may make and adopt bylaws not inconsistent with the provisions of these Articles or the laws of the Commonwealth of Kentucky. Adoption of the bylaws and subsequent amendments thereof shall be effective only upon the affirmative vote of a majority of the directors of WSI present at a meeting duly called for that specific purpose.

5.4 WSI shall have no members.

ARTICLE VI – LIMITATION OF DIRECTOR LIABILITY

6.1 Except as otherwise provided by paragraph 6.2, no director of WSI shall have any personal liability to WSI for monetary damages for breach of his or her duties as a director.

6.2 Nothing in paragraph 6.1 shall be deemed or construed to eliminate or limit the liability of a director for:

(a) any transaction in which the director’s personal financial interest is in conflict with the financial interest of WSI;

(b) acts or omissions not in good faith or which involve intentional misconduct or are known to the director to be a violation of law; or

(c) any transaction from which the director derived an improper personal benefit.

ARTICLE VII – INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES

7.1 Generally. WSI shall indemnify each person who may be indemnified (individually an “Indemnatee” and collectively the “Indemnitees”) pursuant to KRS 273.171 (14) (the “Indemnity Statute”), as amended from time to time (or any successor provision thereto), to the fullest extent permitted by the said statute. In each and every situation in which WSI may do so under the Indemnity Statute, WSI hereby obligates itself to indemnify the Indemnitees to the fullest extent permitted by the Indemnity Statute, and in each case, if any, in which WSI must make certain investigations on a case-by-case basis before providing indemnification, WSI hereby obligates itself to pursue such investigations diligently, it being the specific intention to these Articles to obligate WSI to indemnify each Indemnatee to the fullest extent permitted by Kentucky law from time to time. Except as otherwise made mandatory by Kentucky law, no Indemnatee shall be liable to WSI in connection with any actions or inactions entitling the Indemnatee to indemnification under the Indemnity Statute unless it is established that the Indemnatee’s actions or inactions constituted willful misconduct or wanton or reckless disregard for human rights, safety, or property in the performance of the Indemnatee’s duties to WSI.

7.2 Indemnification Agreements. Without limiting the generality of the indemnification obligation undertaken by WSI in paragraph 7.1, above, WSI shall at all times indemnify and hold each of its Directors and Officers harmless to the fullest extent provided by any written indemnification agreement between WSI and the Directors or Officers.

7.3 Other Rights. The indemnification provisions contained in this Article VII shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under any statute, article, bylaw, agreement, vote of disinterested Directors, or otherwise, both as to action in that person’s official capacity and as to action in that person’s official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, Officer, employee, or agent of WSI, and shall inure to the benefit of the person’s heirs, personal representatives and legatees.

7.4 Acquisition of Indemnity Insurance. By action of the Board, notwithstanding any interest of any Director in the action, WSI may purchase and maintain insurance, in such amounts as the Board deems appropriate, on behalf of any person who is or was a Director, Officer, employee or agent of WSI, or is or was serving at the request of WSI as a Director, Officer, employee or agent of another Foundation, partnership, joint venture, trust, or other enterprise, against any liability asserted against and incurred by such person in any such capacity, or

arising out of the person's status as such, whether or not WSI would have the power or would be required to indemnify against the liability under the provisions of this Article VII.

ARTICLE VIII – REGISTERED OFFICE AND AGENT

8.1 The address of the office of WSI is:

2646 Frankfort Avenue
Louisville, Kentucky 40206

8.2 The agent for WSI for service of process is:

Graham B. Cooke

ARTICLE IX – POWERS OF WORLD SIGHT, INC.

9.1 WSI shall have all the powers set forth in the Kentucky Nonprofit Corporation Act, including the power to raise, receive, hold, expend and use money and property acquired by grant, gift, bequest or devise, provided however, that it may only engage in activities which benefit and support the purposes as outlined in Article 3 – Purposes, above.

9.2 The Board of WSI shall have the complete authority to establish such funds, in order to efficiently carry out its purposes, as it deems necessary. In this connection, it shall have the authority, but not the obligation to establish an endowment fund or funds, a fund for monies which may have been collected and are waiting expenditure on capital projects, an annual giving fund and such other funds as the Board may determine. In connection with any such funds the Board shall have the power to employ investment advisors, accountants, attorneys and such other professional and other personnel as may be necessary to properly invest and safeguard such funds.

9.3 As stated in the description of the purposes of WSI in Article 3, it is the intention of the incorporators that the assets of WSI be used solely for the purposes outlined in Article 3, and for no other purpose. In the event that, in the sole opinion of the then Board, WSI funds are not being used according to the purposes outlined in Article 3, the Board may withhold such funds and advise WSI of the reasons thereof, provided that no funds shall be withheld if the result of such withholding is to violate any federal, state or local laws and regulations.

IN WITNESS WHEREOF, Mohammad Ali Haider, Graham B. Cooke and
Kimberly Patrick, Incorporators, sign on the _____ day of _____, 2012.

Mohammad Ali Haider, M.D.

Graham B. Cooke

Kimberly Patrick