

**EXEMPTION APPLICATION**

(To be made only by a principal officer of the organization claiming exemption)

To be filed in duplicate  
with the District Director  
for your District.

For use of organizations applying for exemption under section 501(a) and described in section 501(c)(3) of the Internal Revenue Code, which are organized and operated (or will operate) exclusively for one or more of the following purposes (check purpose(s)):

- ☐ Religious ☒ Charitable ☒ Scientific ☐ Testing for Public Safety  
☐ Educational ☐ For the prevention of cruelty to children or animals ☐ Literary

Every organization that claims to be exempt must furnish the information and data specified in duplicate. If any organization fails to submit the information and data required, this application will not be considered on its merits and the organization will be notified accordingly.

This application shall be open to public inspection in accordance with section 6104(a)(1) of the Internal Revenue Code. See separate instructions for Form 1023 to properly answer the questions below.

1a. Full name of organization **CANCER RESEARCH INSTITUTE LTD.** b. Employer identification number

2. Complete address (number, street, city or town, State and Postal ZIP code)  
**8002 Zurich Toedistrasse 52, Switzerland**

3a. Is the organization incorporated? ☒ Yes ☐ No b. If "Yes," in which State and under which law (General corporation, not for profit, membership, educational, eleemosynary, etc.)? Cite statutory provisions.  
**Switzerland. Not-for-Profit See statement.**

4a. If not incorporated, what is form of organization? **-** b. Date incorporated or organized **Filed April 7, 1971** c. Month and day on which the annual accounting period ends **June 30**

5a. Has organization filed Federal income tax return(s)? ☐ Yes ☒ No b. If "Yes," form number of return filed and Internal Revenue District where filed. **-** c. Year(s) filed **-**

6. After July 1, 1950, did the creator of your organization (if a trust), or a contributor to your organization, or a brother or sister (whole or half blood), spouse, ancestor, or lineal descendant of such creator or contributor, or a corporation controlled directly or indirectly by such creator or contributor, enter into any of the transactions (or activities) enumerated below? NOTE: If you have any knowledge or contemplate that you will be a party to any of the transactions (or activities) enumerated in 6a through 6f, check "planned" in the applicable block(s) and see instructions.

	Yes	No	Planned		Yes	No	Planned
a. Borrow any part of your income or corpus?		<input checked="" type="checkbox"/>		d. Purchase any securities or other property from you?		<input checked="" type="checkbox"/>	
b. Receive any compensation from you?		<input checked="" type="checkbox"/>		e. Sell any securities or other property to you?		<input checked="" type="checkbox"/>	
c. Have any part of your services made available to him?		<input checked="" type="checkbox"/>		f. Receive any of your income or corpus in any other transaction?		<input checked="" type="checkbox"/>	

7. Have you issued or do you plan to issue membership, stock, or other certificates evidencing voting power in the organization? **See Statement** Yes ☒ No ☐

8a. Are you the outgrowth or continuation of any form of predecessor(s)? ☐ Yes ☒ No

b. Do you have capital stock issued and outstanding? **See Statement** ☒ Yes ☐ No

c. Have you made or do you plan to make any distribution of your property to shareholders or members? ☐ Yes ☒ No

d. Did you receive or do you expect to receive 10 percent or more of your assets from any organization, group of affiliated organizations (affiliated through stockholding, common ownership, or otherwise), any individual, or members of a family group (brother or sister whether whole or half blood, spouse, ancestor, or lineal descendant)? **See Statement** ☒ Yes ☐ No

e. Does any part of will any part of your receipts represent payment for services of any character rendered or to be rendered by you? ☐ Yes ☒ No

f. Are you now, have you ever been, or do you plan to be engaged in carrying on propaganda, or otherwise advocating or opposing pending or proposed legislation? ☐ Yes ☒ No

g. Do you participate or plan to participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office? ☐ Yes ☒ No

h. Have you made or do you plan to make any payments to members or shareholders for services rendered or to be rendered? ☐ Yes ☒ No

i. Does any part or do you plan to have any part of your net income inure to the benefit of any private shareholder or individual? ☐ Yes ☒ No

j. Are you now or are you planning to be affiliated in any manner with any organization(s)? **See Statement** ☒ Yes ☐ No

k. Do you hold or plan to hold 10 percent or more of any class of stock or 10 percent or more of the total amount of voting power of stock in any corporation? **See Statement** ☒ Yes ☐ No

9. Has any State or any court (including a Court of Probate, Surrogate's Court, etc.) ever declared whether you were or were not organized and operated for charitable, etc., purposes? ☐ Yes ☒ No. If "Yes," attach copies in duplicate of pertinent administrative or judicial decisions.

10. You must attach copies in duplicate of the following:

- a. If incorporated, a copy of your articles of incorporation, or if not incorporated, a copy of your constitution, articles of association, declaration of trust, or other document whereby you were created setting forth your aims and purposes, a copy of all amendments thereto, and any changes presently proposed.
- b. A copy of your bylaws or other similar code of regulations, all amendments thereto, and any changes presently proposed.
- c. A complete statement of assets and liabilities as of the end of each annual accounting period (or as of the date of the filing of this application, if you were in existence for less than a year).
- d. A statement of receipts and expenditures for each annual accounting period of operation (or for the period for which you were in existence, if less than a year).
- e. A statement which clearly indicates what State statutes or court decisions govern the distribution of assets upon dissolution. (This statement may be omitted if your charter, certificate, or other instrument of organization makes provision for such distribution.)
- f. A brief statement of the specific purposes for which you were formed. (Do not quote from or make reference to your articles of incorporation, constitution, articles of association, declaration of trust, or other document whereby you were created for this question.)
- g. A statement explaining in detail each fund-raising activity and each business enterprise you have engaged in or plan to engage in, accompanied by copies of all agreements, if any, with other parties for the conduct of each fund-raising activity or business enterprise.
- h. A statement which describes in detail the nature of each of your activities which you have checked on page 1, activities which you sponsor, and proposed activities.
- i. A statement which explains fully any specific activities that you have engaged in or sponsored and which have been discontinued. Give dates of commencement and termination and the reasons for discontinuance.
- j. A statement which describes the purposes, other than in payment for services rendered or supplies furnished, for which your funds are expended or will be expended.
- k. A schedule indicating the name and position of each officer, director, trustee, etc., of the organization and the relationship, if any, by blood, marriage, adoption, or employment, of each such person to the creator of the organization (if a trust), to any person who has made a substantial contribution to the organization, or to a corporation controlled (by ownership of 50 percent or more of voting stock or 50 percent or more of value of all stock), directly or indirectly, by such creator or contributor. The schedule shall also indicate the time devoted to position and compensation (including salary and expense account allowance), if any, of each officer, director, trustee, etc., of the organization.
- l. A copy of each lease, if any, in which you are the lessee or lessor of property (real, personal, gas, oil, or mineral) or in which you own an interest under such lease, together with copies of all agreements with other parties for development of the property.

**SIGNATURE AND VERIFICATION**

Under penalties of perjury, I declare that I have examined this application, including accompanying statements, and to the best of my knowledge and belief it is true, correct, and complete.

April 8, 1971

Date

John F. Barry

Signature of officer

Acting Chairman of the  
Company in Formation

Title

CANCER RESEARCH INSTITUTE LTD.

8002 Zurich, Toedistrasse 52, Switzerland

Exemption Application Form 1023 - Additional Statements

QUESTION 3b. Cancer Research Institute Ltd. (German: Institut fur Krebsforschung AG. French: Institut de recherche pour le cancer SA) has been organized under the 3rd paragraph of Article 620 of the Swiss Code of Obligations. This provision of the Code permits the establishment of a stock corporation for non-profit purposes. The characteristics of the Institute are similar to those of the typical membership corporation in the United States.

QUESTION 7a. Share certificates evidencing the voting power in the Institute will be issued and held under the Shareholders Agreement and Escrow Agreement of which copies are attached in response to Question 10a. Under these agreements and the Articles of Incorporation, the shares are held and must be voted pursuant to the stated charitable purposes of the Institute. The holders of the shares have no interest in the assets or income of the Institute.

QUESTION 8b. The Institute has nominal capital represented by 50 shares of 1,000 Swiss francs each. See also the answer to Question 7a above.

QUESTION 8d. It is anticipated that the Institute will receive the greater part of its assets from Mr. D. K. Ludwig, 1345 Avenue of the Americas, New York, N. Y. 10019.

QUESTION 8j. The Institute will initially be operated in conjunction with and in close affiliation with the Royal Marsden Hospital, a voluntary hospital, located in London, England, which is principally engaged in providing hospital medical care in the treatment of cancer, and which meets the requirements of section 510(c)(3) of the Internal Revenue Code. A copy of the proposed affiliation agreement is attached. Also attached is a brochure describing the work of the Royal Marsden Hospital. In conducting its research programs, the Institute will share certain facilities and personnel with The Institute of Cancer Research: Royal Cancer Hospital, a similar but unrelated English voluntary cancer research organization which meets the requirements of section 501(c)(3) and which is also described in the attached brochure. A copy of the proposed agreement with The Institute of Cancer Research: Royal Cancer Hospital is attached:

QUESTION 8k. It is possible that the Institute may receive ten percent or more of the stock or voting power of one or more corporations by gift, transfer or bequest. However, the capital required for its presently contemplated research programs will probably be in the form of cash donations.

QUESTIONS 10a through 1.

a. Attached hereto is a translation of the Articles of Incorporation of the Institute, the name of which may be officially rendered in English, German or French.

b. Also attached are copies of the Shareholders Agreement and Escrow Agreement, which provide for continuity of shareholdings for the stated purposes of the Institute.

c. A complete statement of the assets and liabilities of the Institute as of the date of this filing is as follows:

ASSETS

Cash subscriptions - Sfr. 50,000 (U.S. \$11,628)

LIABILITIES

Capital - Sfr. 50,000 (U.S. \$11,628)

d. A complete statement of the receipts and expenditures of the Institute is as follows:

RECEIPTS

Cash subscriptions - Sfr. 50,000 (U.S. \$11,628)

EXPENDITURES

None

e. Under Article 3 of the Articles of Incorporation, the entire assets of the Institute must be distributed in the event of dissolution (liquidation) to one or more hospitals of the kind described in Article 3 as in effect meeting the requirements of section 501(c)(3) of the Internal Revenue Code. Any amendment of the Articles requires prior approval of the Board of Foundations in Berne, Switzerland, as consistent with the stated or other exclusively charitable purposes of the Institute; see Article 16.

f. The Institute was organized for the specific purpose of engaging in continuous active conduct of cancer research for the benefit of people throughout the world in conjunction with one or more hospitals - initially, with the Royal Marsden Hospital in London, England. It is hoped that the early experience of the Institute with its initial research program tentatively budgeted at \$250,000 for each of the next five years, will lead to the funding by Mr. D. K. Ludwig and perhaps by others of a significantly larger program.

g. The Institute has not engaged and does not plan to engage in any fund-raising activity or any business enterprise.

h. The general policies of the Institute will be prescribed by its Board of Directors, a majority of whom by statute must be Swiss. The shareholders, who elect the Board of Directors, may be of any nationality. The cancer research program in conjunction with the Royal Marsden Hospital will be administered by a "Board of Governors" with appropriate professional or other credentials.

i. The Institute has not discontinued any activities.

j. The Institute is required to spend its funds for medical research, principally regarding cancer, including the cost of plant, facilities or equipment for such purposes.

k. The Incorporators, initial shareholders, initial members of the Board of Directors and officers of the Institute, none of whom will receive remuneration for services as such, are as follows:

John F. Barry, Jr.	-	Chairman and Director
Dr. Hugo A. Frey	-	Vice Chairman and Director
Dr. Adolph E. Kammerer	-	Director

l. The Institute is not a party to any lease, but will become a lessee or licensee of research premises located within or adjacent to the Royal Marsden Hospital in London, England.

SHAREHOLDERS' AGREEMENT

AGREEMENT, dated as of \_\_\_\_\_, 1971, among  
\_\_\_\_\_,  
and

(herein collectively called the "Original Subscribers").

W I T N E S S E T H :

WHEREAS, the Original Subscribers have subscribed for all of the shares (the "Shares") to be issued by Cancer Research Institute Ltd., a Swiss corporation (the "Institute"); and

WHEREAS, the purpose of the Institute, as is more fully set forth in its Statutes, is to engage, but without the intention of producing any profit and on an exclusively charitable basis, in the continuously active conduct of medical research in conjunction with one or more hospitals; and

WHEREAS, the Statutes of the Institute further provide that all principal and income of the Institute, including possible voluntary contributions, must be used exclusively for the purposes of the Institute and that the shareholders of the Institute shall have no right to a



participation in the net profit of the Institute and the Institute will not distribute any dividends and will not yield any other financial advantages to such shareholders; and

WHEREAS, the Original Subscribers wish to insure that the affairs of the Institute will be conducted exclusively for the purposes set forth in the Statutes of the Institute and to that end wish to enter into this Agreement to provide, among other things, that the Shares shall always be held by persons dedicated to the pursuit of such purposes of the Institute and toward that end desire to establish certain restrictions on the transfer of the Shares.

NOW, THEREFORE, it is hereby agreed as follows:

1. The Original Subscribers, while owners of any of the Shares, together with any other persons who may from time to time become parties hereto by executing and delivering a counterpart hereof in connection with their becoming owners of any of the Shares while any such other persons are owners of any of the Shares, shall hereafter in this Agreement be known collectively as the "Shareholders" and individually as a "Shareholder."

2. The Shareholders shall at all times vote the Shares and otherwise exercise all of their rights under the Shares solely for the purpose of causing the Institute to pursue exclusively the purposes of the Institute as set forth in its Statutes.

3. The Shareholders shall not sell, assign, transfer, pledge, hypothecate, or otherwise dispose of any of the Shares except as follows:

(a) Any Shareholder may at any time transfer all, but not a part only, of the Shares owned by him, provided that (i) such Shareholder shall first have obtained the approval in writing of the other Shareholders to the proposed transferee of such Shares and (ii) such transferee, as a condition precedent to such transfer, shall have assented to and become bound by the provisions hereof by executing and delivering a counterpart of this Agreement to \_\_\_\_\_ as Escrow Agent under the Escrow Agreement referred to in Paragraph 4.

(b) (i) The Shareholders shall from time to time agree in writing upon certain persons (the "Nominees") who shall succeed to ownership of Shares upon the death or legal incapacity of any Shareholder and upon the order in which the Nominees shall so succeed. The Nominees shall be those persons who, in the judgment of the Shareholders, are best suited by interest, training, dedication and character to further the interests and purposes of the Institute and of this Agreement. To be eligible to succeed to the ownership of the Shares, the Nominees must have consented thereto

in writing at the time of their selection. The Nominees may be citizens or residents of any nation. Any agreement of the Shareholders under this Paragraph 3 (b) may by further agreement be modified, revoked or cancelled from time to time by the Shareholders and the Nominees shall acquire no interest of any kind whatsoever in the Shares until their succession to ownership thereof as provided in Clause (ii) below of the Paragraph 3 (b). In the event that the Shareholders cannot reach unanimous agreement upon any matter on which this Paragraph 3 (b) requires or permits their agreement, the agreement thereon by Shareholders representing a majority of the Shares shall be deemed to be the agreement of all Shareholders.

(ii) At any time upon the death or legal incapacity of any Shareholder, the Shares owned by him shall, effective upon such death or final determination upon applicable law of such incapacity, be vested in the Nominee chosen next to succeed to ownership of the Shares, whereupon such Nominee shall upon assenting to and becoming bound by the provisions of this Agreement by executing and delivering a counterpart of this Agreement to as Escrow Agent under the Escrow Agreement referred to in Paragraph 4, succeed to all of the rights and obligations hereunder of such deceased or incapacitated Shareholder. No Nominee shall succeed to Shares owned by more than one

only after compliance with the terms and conditions of said Agreements. The registered owner of this Certificate and each successive transferee and taker and holder thereof, by accepting, taking, or holding this Certificate agrees to be bound by all of the terms and conditions of said Agreements. Copies of said Agreements are on file at the office of Cancer Research Institute, Ltd., in Zurich, Switzerland and reference is hereby made to said Agreements for a statement of the terms and conditions thereof with like force and effect as if herein fully set forth.

5. This Agreement can only be modified, amended, cancelled or terminated with the approval of each of the Shareholders.

6. This Agreement will remain valid and in force as long as the Cancer Research Institute Ltd., is in existence.

7. Any notices to be given in connection with this Agreement shall be in writing and shall be delivered at or mailed or telegraphed to the Shareholder to which the notice is to be given at his address as it appears on the share register of the Institute.

8. This Agreement shall be governed by and construed in accordance with the laws of Switzerland, and any disputes regarding it shall be submitted to the courts of the Canton of Zurich and to the Swiss Federal Court at Lausanne.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

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A R T I C L E S  
of  
CANCER RESEARCH INSTITUTE LTD.

Zurich

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I. Name, domicile, objects and  
duration of the company

Article 1

Under the name CANCER RESEARCH INSTITUTE LTD.  
(German: Institut fur Krebsforschung AG, French: Institut  
de recherche pour le cancer SA) there exists a joint-stock  
company for non profitable purposes in the sense of title  
XXVI and especially in the meaning of the 3rd paragraph of  
Article 620 of the Swiss Code of Obligations.

Article 2

The domicile of the company is in Zurich. The  
domicile may be moved to another place in Switzerland or  
abroad by resolution of the general meeting of shareholders.

Article 3

The purpose of the company, which is exclusively  
charitable, is to engage itself directly in continuous active  
conduct of medical research for the benefit of the public in

conjunction with one or more hospitals, the principal function of which is the providing of hospital medical care and which shall itself be organized and operated exclusively for charitable purposes, no part of the net earnings of which inures to the benefit of any shareholder of such hospital or any other person (except as reasonable compensation for services rendered or as a beneficiary of its exclusively charitable purposes) and no substantial part of the activities of such hospital is carrying on propaganda, or otherwise attempting, to influence legislation, and which does not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

For all purposes of these Articles the term "medical research" shall mean the conduct of investigations, experiments and studies to discover and develop or verify knowledge related to the causes, diagnoses, treatment, prevention or control of physical or mental diseases and impairments of mankind, mainly but not exclusively in the field of cancer and other neoplastic diseases.

The producing of income for the benefit of the shareholders or for other than purely charitable purposes is excluded.

All principal and income including possible voluntary contributions must be used exclusively for the purposes of the company as set forth above.

No substantial part of the activities of the company shall consist of carrying on propaganda, or otherwise attempting, to influence legislation; and the company shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office.

The company may also own real estate.

#### Article 4

The company may also for the exclusively charitable purposes specified in Article 3 receive, own, manage and distribute funds which might be put at the disposal of the company by third parties. These funds shall be administered in separate pools and shall entirely be spent exclusively for the benefit of the said charitable purposes.

Such funds which are put at the disposal of the company for the said charitable purposes must be spent for medical research (including the cost of buildings, facilities or equipment used solely for such medical research purposes) as provided in this Article and in Article 3.

The company is required to spend every contribution for medical research (including the cost of buildings, facilities or equipment used solely for such medical research purposes) as set forth above before January 1 of the fifth calendar year which begins after the date such contribution is made. For purposes of this Article the term "contribution" shall not include bequests, legacies, legacies of real estate or any transfers of property during lifetime which are made by citizens of the United States and which are includible in valuing the gross estate of such citizens for the Federal Estate Tax purposes of that country, provided, that all income derived from such bequests, legacies, legacies of real estate or transfers is spent and distributed annually for the continuous active conduct of medical research in conjunction with a hospital as set forth in Article 3.

#### Article 5

The duration of the company is indefinite.

### II. Nominal capital and shares

#### Article 6

The share capital of the company amounts to francs 50.000.- (fifty thousand Swiss francs) divided into 50 registered shares numbered from 1 to 50 at Swiss francs 1.000.- each.



Article 7

The company is authorized to issue certificates for a certain number of shares instead of separate shares. The holding of a share or of a certificate entails automatically recognition of the company's Statutes.

Article 8

The shareholders have no right to a participation in the net profit nor in the capital of the company nor in any other funds owned or administered by the company. The company will not distribute any dividends and will not yield any other financial advantages to the shareholders. No part of the net earnings of the company shall inure to the benefit of any shareholder or any other person (except as reasonable compensation for services rendered or as beneficiary of its exclusively charitable purposes).

The shares only give the shareholders the right to vote.

In case of liquidation of the company the entire liquidation surplus and the capital and any other available funds will be distributed to one or more hospitals of the kind described in the first paragraph of Article 3.

### Article 9

The shares may only be transferred by written confirmation of assignment and only with the explicit approval of the Board of Directors.

The assignment has to be filed with the Board of Directors by submitting to them the share or share certificates as well as the assignment deed. The transfer will only be valid when it has been recorded in the share register of the company. The registration in the share register has to be attested on the shares or the share certificates.

Furthermore, the shareholders may through stockholders agreements agree on the depositing of all the shares, with the exception of the qualifying shares, with a trustee and they may among themselves agree to have the transfer of the shares depend on additional conditions.

### III. The organs of the company

#### Article 10

The organs of the company are as follows:

- (a) The General Meeting
- (b) The Board of Directors
- (c) The Auditor.

A. General Meeting

Article 11

The General Meeting of the shareholders is the supreme organ of the company.

There are reserved to it the following non-transferable powers:

(a) Establishment and modification of the Statutes, subject, however, to provisions of Article 16.

(b) Approval of the annual report, of the annual accounts and of the balance sheet after prior reports by the Board of Directors and the Auditors,

(c) Resolution as to the appropriation of the net profit with the proviso of observing the rules laid down in Article 8 of the Statutes,

(d) Granting of release from responsibilities to the administrative bodies,

(e) Appointment and removal of members of the Board of Directors and of the Auditors,

(f) Resolutions as to merger as well as dissolution and liquidation of the company, including the appointment of liquidators and the approval of the liquidation account,

(g) Resolutions as to applications submitted to it by the Board of Directors or by shareholders and settlement of other matters expressly reserved to it by law or Statutes,

(h) Transfer of the domicile of the company within Switzerland or abroad.

### Article 12

The ordinary General Meeting takes place annually and within six months of the expiration of the fiscal year at the domicile of the company or at another place determined by the Board of Directors.

Extraordinary General Meetings can be convened, if required, by the Board of Directors and by the auditors, such meetings, moreover, have to be convened by the Board of Directors within four weeks, if one or several shareholders, who together represent at least one tenth of the share capital, demand such a meeting in writing by stating the items to be discussed.

### Article 13

Invitation to the General Meeting is effected at least 20 days prior to the date of meeting by registered letters to the shareholders according to their addresses registered in the share book. The matters to be taken up are to be made known in the invitation.

### Article 14

The holders or representatives of all shares can, in the event that no objection is raised, hold a General Meeting without observance of the formalities prescribed for invitation.

In this universal meeting all matters coming within the scope of the General Meeting can be validly taken up and decisions taken as long as the holders or representatives of all shares are present.

#### Article 15

Each share entitles its holder to one vote.

#### Article 16

Any amendment, alteration or repeal of any of the Statutes must be approved by all shareholders at a Shareholders' Meeting at which all shares are represented.

Any liquidation of the company must be approved by all shareholders at a Shareholders' Meeting at which all shares are represented.

Any amendment, alteration or repeal of Articles 3, 4 and 8 of the Statutes shall not be effective unless it has been previously approved in writing by the Federal Supervisory Board of Foundations in Berne, Switzerland as being consistent with the original purposes of Articles 3, 4 and 8 or with other exclusively charitable purposes in the public interest.

Article 17

Each shareholder can have himself represented at the General Meeting by any other person, whether shareholder or not, who can prove in writing power of attorney.

Article 18

The General Meeting is presided over by the Chairman of the Board of Directors or by one of the other members of the Board to be designated by the Board of Directors.

The General Meeting proceeds to the vote and takes its decisions by an absolute majority of the share votes represented, in the event nothing to the contrary is prescribed by law or in the Statutes.

If on the first vote a decision is not reached, a second polling will take place at which the relative majority is decisive.

The elections and votes take place on the floor as long as the Chairman or one of the shareholders does not wish them to be conducted in secret.

Article 19

The announcements of the company are made in the Swiss Commercial Gazette (Schweizerisches Handelsamtsblatt). Communications to the shareholders are made by registered letter to the addresses of the shareholders in the share book.

B. The Board of Directors

Article 20

The Board of Directors consists of not less than three members.

The period of office of the members of the Board of Directors is one year. On the occasion of elections previous members can be re-elected. New members enter into the period of office of the members they replace.

Each member of the Board of Directors must be a shareholder and has to deposit one share at the domicile of the company.

Article 21

The Board of Directors constitutes itself.

It convenes at the invitation of its Chairman as often as business requires; or at the request of a member. It elects a recorder who does not need to be a member of the Board of Directors.

The Board of Directors has a quorum if half of its members are present.

As to matters of administration, the Board of Directors may adopt its resolutions with valid effect by a simple majority of the members present. As to matters of policy, including any substantial grant or other

disposition of assets or substantial change in the investment and holding of such assets, and as to the adoption of rules and regulations for the conduct of the affairs of the company, there shall be required the concurrence of not less than three quarters of all members of the Board of Directors.

Decisions and elections can also be taken by way of written consent insofar as a member does not demand oral deliberation.

#### Article 22

The general management of the company and the general supervision are incumbent upon the Board of Directors. It represents the company before the public and attends to all matters which are not referred to another body of the company by operation of law or in accordance with the Statutes.

The Board of Directors can assign the Management as a whole or in part to individual members (delegates of the Board of Directors) or to third parties (managers, procurists, authorized clerks) who do not need to be shareholders of the company. It determines the persons authorized to sign and establishes according to contract their rights and obligations as well as their emoluments.

All persons who sign on behalf and for the company must sign with joint signature by two.



### C. The Auditor

#### Article 23

The General Meeting chooses annually one or several auditors. In addition to the latter or in their place, an auditing company or a fiduciary company can be entrusted with the auditing. The powers of the auditors are defined in Article 728 and following of the Swiss Code of Obligations.

### IV. Annual account

#### Article 24

The fiscal year begins on the 1st day of July of each year and ends on the 30th day of June of the following year.

The first fiscal year begins at the time of the formation of the company and ends on June 30th, 1972.

The balance sheet and other annual accounts of the company as well as the report of the auditors, the annual report and all proposals concerning application of the financial results are to be exhibited 20 days at the latest prior to the ordinary General Meeting at the domicile of the company, and branch offices if such exist, for the inspection of the shareholders. Each shareholder is entitled to ask for a copy of the balance sheet and other annual

accounts of the company, report of the auditors, annual report and the proposals concerning application of funds to be sent to him - at his domicile registered in the share book - 20 days before the Ordinary General Meeting.

The balance sheet has to be drawn up in accordance with the regulations of the Swiss Code of Obligations (Article 662 and following of the Swiss Code of Obligations).

#### V. Dissolution and Liquidation

##### Article 25

The General Meeting can at any time order the dissolution and liquidation of the company in accordance with the legal provisions and Article 8 of the Statutes.

The liquidation of the company's property is executed by the Board of Directors, insofar as it is not transferred by order of the General Meeting to other persons.

Zurich, April 7, 1971

The founders:

John F. Barry, Jr.

Dr. Hugo A. Frey

Dr. Adolph E. Kammerer

# ESCROW AGREEMENT

AGREEMENT, dated the            day of            , 1971,  
among            ,            and  
                    (herein collectively called the  
"Shareholders" and individually a "Shareholder"),  
                    (the "Escrow Agent"), and Cancer Research  
Institute Ltd., a Swiss corporation (the "Institute").

W I T N E S S E T H :

WHEREAS, the Shareholders are the holders of all of the issued and outstanding shares of capital stock (the "Shares") of the Institute; and

WHEREAS, the Shareholders have entered into a Shareholders' Agreement, dated as of \_\_\_\_\_, 1971, a copy of which is annexed hereto as Exhibit A (the "Shareholders' Agreement"), pursuant to which the Shareholders agreed to enter into this Escrow Agreement and to deliver all of the Shares held by them to the Escrow Agent in order to insure in perpetuity that the Shares will be transferred only pursuant to the terms and conditions of the Shareholders' Agreement;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Each Shareholder hereby delivers to the Escrow Agent the number of Shares set forth opposite his name below duly endorsed in blank for transfer:

Shareholder

Number of Shares

Such Shares are hereinafter referred to as the "Deposited Shares". The Escrow Agent by his execution and delivery of this Escrow Agreement hereby acknowledges receipt of the Deposited Shares and agrees to act in respect thereto and otherwise as hereinafter set forth.

2. The Escrow Agent shall keep a record of the Shareholders and the Deposited Shares owned by them, which shall initially consist of the persons who have executed this Agreement and the Deposited Shares owned by them (the "Shareholder List"). Each time Deposited Shares are transferred pursuant to the provisions of this Escrow Agreement, the Escrow Agent shall promptly make the appropriate revisions to the Shareholder List. Each transferee of Deposited Shares added to the Shareholder List shall be considered a Shareholder for all purposes under this Escrow Agreement and each Shareholder whose name is removed from the Shareholder List shall cease to be a Shareholder for all purposes under this

Escrow Agreement. After each revision to the Shareholder List, the Escrow Agent shall send a copy thereof to each Shareholder.

3. If at any time any of the Shareholders desires to transfer all, but not a part only, of the Deposited Shares owned by him, he shall submit to the Escrow Agent (i) a written designation of the proposed transferee; (ii) the written approval of a majority in interest of the other Shareholders to such proposed transferee; (iii) an assignment deed in blank, in the form annexed hereto as Exhibit B, duly executed by such transferee for the number of Deposited Shares to be transferred to him; and (iv) counterparts of the Shareholders' Agreement and this Escrow Agreement duly executed by the proposed transferee. Promptly upon receipt of the foregoing, the Escrow Agent shall complete the blank assignment deed relating to the Deposited Shares to be transferred by filling in the name of the proposed transferee and then shall deliver such Deposited Shares to the Board of Directors of the Institute for transfer into the name of the transferee. The new certificate in the name of the transferee shall be redelivered by the Institute to the Escrow Agent and shall be held by the Escrow Agent pursuant to the terms and conditions of this Escrow Agreement and shall in all respects be considered as part of the Deposited Shares.

4. Annexed hereto as Exhibit C is a numbered list (the "Nominee List") of certain persons (the "Nominees") who shall succeed, pursuant to the terms hereof, to the ownership of Deposited Shares upon the death or legal incapacity of any Shareholder. The Shareholders concurrently with the execution hereof are delivering to the Escrow Agent the written consent of each of the Nominees to succeed to the ownership of any of the Deposited Shares. The Nominee List and the order of succession of the Nominees may be changed at any time by the delivery of a new Nominee List to the Escrow Agent signed by a majority in interest of the Shareholders. Any Nominee can revoke his consent at any time by delivering a written notice to the Escrow Agent and the Shareholders and his name shall be removed from the Nominee List. The Nominees shall have no interest of any kind whatsoever in the Deposited Shares until their succession to ownership thereof as provided herein. No Nominee shall succeed to Deposited Shares owned by more than one Shareholder, except in his capacity as a Shareholder and pursuant to the terms of Paragraph 6 below, and after a transfer of Deposited Shares to him his name shall be removed from the Nominee List.

5. In the event that at any time any Shareholder shall die or become legally incapacitated, the Deposited Shares owned by such Shareholder shall be transferred into the name of the Nominee at the head of the Nominee List at

such time upon the receipt by the Escrow Agent of (i) a duly certified death certificate or certificate of final determination under applicable law of such incapacity; (ii) a blank assignment deed, in the form annexed hereto as Exhibit B, duly executed by such Nominee for the number of Deposited Shares to be transferred to him; and (iii) counterparts of the Shareholders' Agreement and this Escrow Agreement duly executed by such Nominee. Promptly after receipt of the foregoing, the Escrow Agent shall complete the blank assignment deed relating to the Deposited Shares to be transferred by filling in the name of the Nominee and then shall deliver such Deposited Shares with the completed assignment deed to the Board of Directors of the Institute for transfer into the name of the Nominee. The new certificate in the name of the Nominee shall be redelivered by the Institute to the Escrow Agent and shall be held by the Escrow Agent pursuant to the terms and conditions of this Escrow Agreement and shall in all respects be considered as part of the Deposited Shares.

6. In the event there are no eligible Nominees on the Nominee List at the time of the death or legal incapacity of any Shareholder, the Deposited Shares owned by such deceased or legally incapacitated Shareholder shall be transferred to all of the other Shareholders pro rata in accordance with the number of Deposited Shares then held by such other

Shareholders upon the receipt by the Escrow Agent of blank assignment deeds, in the form annexed hereto as Exhibit B, duly executed by each Shareholder for the number of Deposited Shares to be transferred to him. Promptly after the receipt of such assignment deeds, the Escrow Agent shall deliver such Deposited Shares to the Board of Directors of the Institute for transfer. The new certificates for such shares shall be redelivered by the Institute to the Escrow Agent and shall be held by the Escrow Agent pursuant to the terms and conditions of this Escrow Agreement and shall in all respects be considered as part of the Deposited Shares.

7. In the event there are no eligible Nominees or surviving Shareholders at the time of the death or legal incapacity of the last surviving Shareholder, the Deposited Shares owned by such Shareholder shall be delivered to the Board of Directors of the Institute by the Escrow Agent for transfer to charitable organization to be designated by the Board of Directors of the Institute and this Escrow Agreement shall thereupon terminate.

8. It is agreed that the duties of the Escrow Agent are only such as are herein specifically provided, are purely ministerial in nature, and that the Escrow Agent shall incur no liability whatsoever except for willful misconduct or gross negligence so long as it has acted in good faith. The Escrow Agent shall be fully protected in following the



instructions herein contained and given by the Shareholders. It shall have no responsibility for the genuineness or validity of any document or other item deposited with it and shall be fully protected in accordance with any written instructions or certificates given to it hereunder and believed by it to be signed by the proper parties. It may advise with counsel and shall be fully protected in any action taken in good faith in accordance with such advice. It shall not be required to institute legal proceedings of any kind.

9. It is agreed that the fees and expenses of the Escrow Agent, including the fees and expenses of counsel consulted by it, as contemplated by Paragraph 8 hereof, shall be paid by the Institute.

10. Any notices to be given in connection with this Escrow Agreement shall be in writing and shall be delivered at or mailed or telegraphed to the Shareholder to which the notice is to be given in care of the Institute, and to the Escrow Agent at

11. This Escrow Agreement shall be governed by and construed in accordance with the laws of Switzerland, and any disputes regarding it shall be submitted to the courts of the Canton of Zurich and to the Swiss Federal Court at Lausanne.

IN WITNESS WHEREOF, this Escrow Agreement has  
been duly executed as of the date first above written.

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EXHIBIT A

SHAREHOLDERS' AGREEMENT

EXHIBIT B

FORM OF DEED OF ASSIGNMENT

AGREEMENT, dated as of \_\_\_\_\_, 1971,  
between INSTITUT FUR KREBSFORSCHUNG AKTIENGESELLSCHAFT, a  
Swiss charitable corporation (the "Institute") and THE  
COMMITTEE OF MANAGEMENT OF THE INSTITUTE OF CANCER RESEARCH:  
ROYAL CANCER HOSPITAL ("Chester-Beatty")

W H E R E A S :

(A) The Institute and the Board of Governors of  
the Royal Marsden Hospital (the "Hospital") have on the  
date hereof entered into an Agreement ("the Agreement")  
setting forth the terms and conditions upon which they will  
in conjunction with each other participate in medical re-  
search into cancer and other neoplastic diseases;

(B) Chester-Beatty is actively engaged in the  
conduct of medical research into cancer and other neoplastic  
diseases in association with the Hospital; and

(C) The parties hereto wish to record the basis  
upon which they will cooperate in the conduct of such research.

NOW, THEREFORE, in consideration of the mutual  
agreements hereinafter contained the parties hereto agree  
as follows:

1. The Institute will conduct only such research  
at the Facility (as defined in Clause 1 of the Agreement) as

may from time to time be agreed upon with Chester-Beatty.

2. All research at the Facility will be conducted by a branch of the Institute under the direction and control of a Board of Governors ("the Board"). The Board shall consist of:

- (a) three persons appointed by the Institute;
- (b) three persons appointed jointly by Chester-Beatty and the Hospital;
- (c) one person appointed by the President for the time being of the Royal College of Physicians;
- (d) one person appointed by the Minister of Health; and
- (e) one person co-opted by the appointed members of the Board.

3. The Board shall have the following powers:

(a) To manage all the affairs, business and property of the Institute at the Facility and to apply the funds which the Institute is committed to expend on research under the terms of the Agreement.

(b) To appoint officers and staff for the Facility upon such terms as the Board shall determine provided that in making such appointments the criteria applied for selection shall be those used by Chester-Beatty in making similar appointments.

4. The Board shall appoint a Director of Research who shall be the Director of Research for the time being of

Chester-Beatty. The Director of Research shall subject to the direction and control of the Board direct all research conducted at the Facility.

5. A research advisory board shall be established consisting of persons nominated by Chester-Beatty which shall consider and report to the Board as to the manner in which research shall be conducted at the Facility the requirements of the Facility and the means necessary to carry out the program of research being conducted at the Facility including space accommodation, equipment and personnel.

6. The Institute and Chester-Beatty shall cooperate in the conduct of the research at the Facility and at Chester-Beatty and such cooperation shall include without being limited to the following:

(i) Active participation of the personnel of Chester-Beatty and of the Institute in such research;

(ii) Use by the Institute of the facilities and equipment of Chester-Beatty and use by Chester-Beatty of the facilities and equipment of the Institute at the Facility on a basis from time to time to be agreed;

(iii) Provision by the Institute and Chester-Beatty for the exchange from time to time as may be agreed of such clinical material and data as may be available to the other;

(iv) Interchange of such information regarding programs, policies, accomplishments, plans and activities

as may be appropriate in carrying out the purposes of this Agreement.

7. The Institute shall be at liberty to conduct or support research at places other than at the Facility within or without the United Kingdom with organizations other than Chester-Beatty.

8. (a) This Agreement shall be for the duration of the Agreement and shall terminate upon termination of the Agreement.

(b) Upon termination of this Agreement the provisions thereof shall cease to have any further force or effect as of the date of such termination and after such date there shall be no restrictions on either party hereto by virtue of this Agreement.

9. This Agreement shall take effect upon the Agreement taking effect.

10. (a) This Agreement shall be governed by the laws of England.

(b) This Agreement shall be binding upon the parties hereto and their respective successors.

(c) Any notice to be served hereunder shall be deemed to have been duly served if it is delivered or sent by registered or recorded delivery post addressed (in the case of notice to Chester-Beatty) to the Secretary at the Institute of Cancer Research: Royal Cancer Hospital,



34 Sumner Place, London, S.W. 7 or any other address of Chester-Beatty for the time being and (in the case of notice to the Institute) to any one of the persons for the time being registered at the Companies Registry as being authorized to accept process on behalf of the Institute.

IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized representatives of the parties hereto the day and year first above written.

INSTITUT FUR KREBSFORSCHUNG  
AKTIENGESELLSCHAFT

By \_\_\_\_\_  
President

THE COMMITTEE OF MANAGEMENT  
INSTITUTE OF CANCER RESEARCH:  
ROYAL CANCER HOSPITAL

By \_\_\_\_\_

AGREEMENT, dated as of \_\_\_\_\_, 1971 between  
INSTITUT FUR KREBSFORSCHUNG AKTIENGESELLSCHAFT, a Swiss  
charitable corporation (the "Institute") and THE BOARD OF  
GOVERNORS OF THE ROYAL MARSDEN HOSPITAL, a corporation  
established by Royal Charter in the United Kingdom (the  
"Hospital").

W I T N E S S E T H :

WHEREAS:

(A) the Hospital is an exclusively charitable organization, no part of the net earnings of which inures to the benefit of any private shareholder or individual (except as reasonable compensation for services rendered or as a benefit of its exclusively charitable purposes); no substantial part of the activities of which is carrying on propaganda or otherwise attempting to influence legislation; which does not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office; and which is a hospital whose principal function is providing hospital medical care; and

(B) the Institute is a not-for-profit corporation directly engaged in the conduct of medical research into,

among other things, the causes, diagnoses, treatment, prevention or control of cancer and other neoplastic diseases in conjunction with hospitals, and wishes to engage in such medical research in conjunction with the Hospital on the terms and conditions hereof; and

(C) the Hospital is associated with the Institute of Cancer Research: Royal Cancer Hospital and the Institute acknowledges that the terms of this Agreement shall in all respects operate without prejudice to such association; and

(D) the Institute and the Hospital wish to set forth the terms and conditions upon which they will in conjunction with each other participate in medical research;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained the parties hereto agree as follows:

1. Formation of Facility. The Institute will establish in England research facilities at a location or locations (together the "Facility") at which medical research shall be conducted. The Facility shall be located at such place or places physically connected to or closely associated with the Hospital as shall be satisfactory to the Hospital.

2. The Purpose of Research and This Agreement.

(a) The purpose of the research of the Institute to be conducted at the Facility will be to conduct

investigations, experiments and studies to discover, develop or verify knowledge related to causes, diagnoses, treatment, prevention and control of cancer and other neoplastic diseases. In furtherance of such purposes the Institute may acquire title to or lease real property and acquire or construct and equip such buildings and laboratories at the Facility as it shall consider appropriate. The Institute shall provide funds for the operation, staffing and equipment of the Facility of at least \$            per year.

(b) The purpose of this Agreement is to further the research of the Institute by integrating therein clinical research and patient study which can be effectively provided through the Hospital, and to provide for the participation by the Hospital and personnel in the research of the Institute. To this end, the Institute and the Hospital shall cooperate continuously and closely in the active conduct of clinical and non-clinical research of the Institute at the Facility and the Hospital. Such cooperation shall include, without being limited to, the following:

(i) Active participation of doctors, nurses and technicians provided by the Hospital in the research of the Institute;

(ii) Use by the Institute of the facilities and equipment provided by the Hospital on a basis from time to time to be agreed;

(iii) Conduct by the Institute and its employees of research and clinical trials at the Facility or the Hospital;

(iv) Provision by the Hospital and the Institute for the exchange from time to time as may be agreed of such clinical material and data as may be available to the other;

(v) Interchange of such information regarding programs, policies, accomplishments, plans and activities as may be appropriate in carrying out the purposes of this Agreement.

(c) The Institute shall be at liberty to conduct or support research at places other than at the Facility within or without the United Kingdom with organizations other than the Hospital.

3. Duration. (a) This Agreement shall be for a term of five years from the date of approval referred to in Paragraph 4 hereof and shall continue thereafter unless and until terminated by either party giving to the other not less than twelve months' notice in writing expiring on or after the fifth anniversary of such date of approval.

(b) In the event of the Hospital ceasing to have all the characteristics contained in Recital (A) hereof this Agreement shall terminate forthwith.

(c) If this Agreement shall be terminated pursuant to clause (a) or (b) above, the provisions hereof

shall cease to have any further force or effect as of the effective date of such termination, and after such effective date there shall be no restrictions on either party hereto by virtue of this Agreement; upon termination pursuant to clause (a) above title of the Institute to all equipment of the Institute at the Facility or at the Hospital shall pass to the Hospital.

4. Approval by United States Internal Revenue Service. This Agreement shall not become effective until:

(a) A ruling shall have been obtained satisfactory in form and substance to the Institute from the United States Internal Revenue Service that under the Internal Revenue Code of 1954, as amended, the Institute is exempt from United States Federal income tax; that gifts and transfers to the Institute qualify for charitable gift and estate tax deductions and that the Institute is not a private foundation; provided however, that the Institute may waive requirements for a ruling on any of the above matters.

(b) The Minister of Health shall have approved the arrangements\*.

5. Miscellaneous. (a) This Agreement shall be governed by the laws of England.

(b) This Agreement shall be binding upon the parties hereto and their respective successors.

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\*contemplated by this Agreement.

(c) Any notice to be served hereunder shall be deemed to have been duly served if it is delivered or sent by registered or recorded delivery post addressed (in the case of notice to the Hospital) to the House Governor at The Royal Marsden Hospital, Fulham Road, London S.W. 3 or any other address of the Hospital for the time being and (in the case of notice to the Institute) to any one of the persons for the time being registered at the Companies Registry as being authorized to accept process on behalf of the Institute.

IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized representatives of the parties hereto the day and year first above written.

INSTITUT FUR KREBSFORSCHUNG  
AKTIENGESELLSCHAFT.

By \_\_\_\_\_  
President

THE BOARD OF GOVERNORS OF  
THE ROYAL MARSDEN HOSPITAL

By \_\_\_\_\_  
House Governor

4653

Department of the Treasury  
Internal Revenue Service

## Notification Concerning Foundation Status

Do not write in this space  
(For IRS use only)☐ Classification  
code  
☐ Letter  
codeRemove address label on  
front cover and place  
it hereCorrect name, etc. if  
necessary.Enter employer identifi-  
cation number at right  
only if incorrect or not  
shown on label.

Name of organization

Cancer Research Institute Ltd.

Employer Identification Number

Number and street

8002 Zurich

City or town, State and ZIP code

Toedistrasse 52, Switzerland

Place an "X" in the one numbered block that applies to your organization, provide any additional information as requested, and return the form promptly to the Internal Revenue Service Center, 11601 Roosevelt Boulevard, Philadelphia, Pennsylvania 19155. Do not check a block until you have read the instructions and Code definitions applicable to that block. Section references are to the Internal Revenue Code of 1954.

☐ We are a private foundation within the meaning of section 509(a). (If you are a private foundation, are you claiming status as an operating foundation within the meaning of section 4942(j)(3)? ... ☐ Yes ☐ No If "Yes," attach a statement setting forth all the facts upon which you base your answer including an identification of the clause of section 4942(j)(3)(B) that is applicable.)

We are not a private foundation because we are:

☐ A church. Section 170(b)(1)(A)(i).

☐ A school. Section 170(b)(1)(A)(ii).

☐ A hospital. Section 170(b)(1)(A)(iii).

☒ A medical research organization operated in conjunction with a hospital. Section 170(b)(1)(A)(iii).

☐ A Governmental unit. Section 170(b)(1)(A)(v).

☐ An organization operated for the benefit of a college or university owned or operated by a Governmental unit. Section 170(b)(1)(A)(iv).

(Complete the Financial Schedule on page 2.)

☐ An organization that normally receives a substantial part of its support from a Governmental unit or from the general public. Section 170(b)(1)(A)(vi).

(Complete the Financial Schedule on page 2.)

9 ☐ An organization that normally receives no more than 1/3 of its support from gross investment income and more than 1/3 of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions. Section 509(a)(2).

(Complete the Financial Schedule on page 2.)

10 ☐ An organization operated solely for the benefit of and in connection with one or more of the organizations described in 2 through 9 (or for the benefit of one or more organizations described in section 501(c)(4), (5), or (6) and also described in 9 above), but not controlled by disqualified persons other than foundation managers. Section 509(a)(3).

(Attach a statement identifying and describing the organization(s) for whose benefit you are operated and the relationship between you and the organization(s).)

11 ☐ An organization organized and operated to test for public safety. Section 509(a)(4).

☐ We are not sure of our classification.

(Attach a copy of your most recently filed information return, Form 990-A, if you filed one, and a statement describing your operations and explaining why you are not sure of your classification. If you think you may be described in 7, 8, or 9, complete the Financial Schedule on page 2.)

I declare that I have examined the information entered on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct and complete. (Must be signed by a principal officer, manager, or authorized trustee of the organization.)

John F. Barry

(Signature)

April 8, 1971

(Date)

(Title)

Acting Chairman of the Company in Formation



## Financial Schedule

Calendar year (or fiscal year ending in) ▶	(a)	(b)	(c)	(d)	(e)
	1969	1968	1967	1966	Total
Gifts, grants and contributions received					
Membership fees received					
Gross receipts from admissions, sales of merchandise, performance of services, or furnishing of facilities in any activity which is not an unrelated business within the meaning of section 513					
Gross income from interest, dividends, rents, and royalties					
Net income from unrelated business activities					
Tax revenues levied for your benefit and either paid to you or expended on your behalf					
The value of services or facilities furnished by a Governmental unit to you without charge (do not include the value of services or facilities generally furnished to the public without charge)					
Other income (do not include gain (or loss) from sale of capital assets)—attach schedule					
Total of lines 13 through 20					
Line 21 less line 15					

Instructions for  
Financial Schedule

If you checked block 7 or 8 on page 1, attach a statement showing the name of, and amount received from, each person (other than a Governmental unit or a "publicly supported" organization) from whom you received, during the above 4-year period, contributions totaling more than 1 percent of line 22(e).

If you checked block 9 on page 1, attach a statement showing:

(1) the name of, and amount received in each year from, each "disqualified person" (other than an organization described in section 170(b)(1)(A)(i) through (vi)) from whom you received amounts included on line 13, 14 or 15; and

(2) with respect to the amounts shown for each year on line 15, the name of, and amount received in each year from, each bureau or agency of a Governmental unit or person (other than a "disqualified person") and each person described in section 170(b)(1)(A)(i) through (vi) from whom you received an amount in excess of the greater of \$5,000 or 1 percent of the amount shown for the year on line 21.

CANCER RESEARCH INSTITUTE LTD.

8002 Zurich, Toedistrasse 52, Switzerland

Notification Concerning Foundation Status -  
Rider to Form 4653

Cancer Research Institute Ltd. is a non-profit corporation recently organized under Swiss law for the exclusive purpose of engaging itself directly in the continuous active conduct of cancer research for the benefit of the public in conjunction with, at present, the Royal Marsden Hospital in London, England. The applicable agreements and other relevant information are being submitted this date with the exemption application of the Institute on Form 1023. It is believed that the Institute, as it has been organized and is to be operated, meets all the requirements of paragraph 5 of the Instructions to Form 4653, of Proposed Regulations Section 1.509(a)-2(a) and (b), and of the underlying rules of Regulations Section 170-2(b)(4).