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P. J. Clarke

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DEPUTY SECRETARY

VICKERS P.L.C.

**VICKERS  
PUBLIC LIMITED COMPANY**

Company Number 3543



At the ANNUAL GENERAL MEETING of the Member of the Company, duly convened and held on Thursday 25 April 1996, the under-mentioned Resolution was duly passed as a SPECIAL RESOLUTION:-

10. To resolve that the Articles of Association be altered:

(a) By replacing the existing wording of Article 9 (c) with the following:

"Any direction under paragraph (b) of this Article shall cease to have effect in relation to default shares after a period of not more than seven days after the earlier of:-

- (i) receipt by the Company of all information requested in the notices served under Section 212 in respect of such default shares; or
- (ii) receipt by the Company of notice that such default shares have been transferred by means of an approved transfer; or
- (iii) if the Board so determines".

(b) By amending Article 18 (c) by inserting the words "any exceptional" before the words "out of pocket expenses".

(c) By amending Article 40 to include the following words at the end of the first sentence:

"This power may also apply to partly-paid shares listed on The London Stock Exchange to the extent that it shall not prevent dealings in such shares from taking place on an open and proper basis."

(d) By amending Article 49 (a) (iv) by replacing the words "Quotations Department of the Stock Exchange" with the words "London Stock Exchange".

(e) By replacing the existing wording of Article 105 with the following:

(a) Save as herein provided, a Director shall not at any meeting of the Board vote in respect of any contract, transaction or arrangement (whether or not constituting a contract) or any proposal whatsoever in which he has, to his knowledge, any material interest, (whether direct or indirect or through persons connected with him) otherwise than by virtue of his interest in shares or debentures or other securities of or otherwise in or through the Company, and if he shall do so his vote shall not be counted, nor shall a Director vote at any such meeting if he has a duty which conflicts with or may conflict with the interests of the Company, nor shall he be counted in the quorum present upon a motion in respect of any such, contract, transaction, arrangement or proposal. Subject to his complying with the provisions of these Articles and of the Statutes with respect to disclosure of his interests, these prohibitions shall not apply to any resolution relating to:

- (i) any contract, arrangement or proposal where a Director is, or may be entitled to underwrite, sub-underwrite, or participate in respect of an offer as a holder of such securities, shares or debentures or other securities of the Company or any of its subsidiaries or subsidiary undertakings; or
- (ii) any contract, arrangement or proposal for giving any Director any security, guarantee or indemnity:

(aa) in respect of money lent, or obligations incurred by him or by any other person at the request of or for the benefit of, the Company or any of its subsidiaries or subsidiary undertakings; or

(bb) in respect of any debt or obligation of the Company, or any of its subsidiaries or any of its subsidiary undertakings for which that Director himself has assumed responsibility in whole or in part under a guarantee or indemnity, or by giving security; or

- (iii) any contract, arrangement or proposal concerning any other company in which that Director and any persons connected with him do not, to his knowledge, hold an interest (as that word is used in sections 198 to 211 of the Companies Act 1985, as amended at the date of adoption of this Article) and whether as an officer or shareholder or otherwise provided that he is, or such persons are, not the holder or holders of or beneficially interested in one per cent or more of the issued equity share capital of such company or of any third company through which his or their interest is derived or of the voting rights available to members of the relevant company (any such interest being deemed for this purpose to be a material interest in all the circumstances) and provided that there shall be disregarded any interest in shares held by a Director or such connected persons of the type referred to in Section 209 of the Companies Act 1985; or
  - (iv) any proposal concerning insurance cover maintained or to be purchased for the Directors or for the benefit of persons including Directors, in accordance with the provisions of Article 176; or
  - (v) any arrangement for the benefit of employees of the Company or of any of its subsidiaries or subsidiary undertakings (including, but not limited to, an employees' share scheme) which does not award any Director any privilege or advantage not generally afforded to the employees to whom such arrangement relates.
- (b) For the purposes of this Article:
- (i) an interest of any person who is connected with a Director shall be taken to be the interest of that Director; and
  - (ii) in relation to an alternate Director, an interest of his appointer shall be treated as an interest of the alternate in addition to any interest which the alternate has otherwise.
- (f) By amending Article 122 by deleting the word "clear" after the words "more than 42".
- (g) By amending Article 148 by replacing the words "date of declaration" with the words "date the dividend was declared or became due for payment".
- (h) By deleting Article 149 and substituting the following new Article 149:
- "Any dividend or other moneys payable on or in respect of a share may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled thereto, and in the case of joint holders to the registered address of the joint holder who is first named on the register of members, or to such person and such address as the holder or the first named of joint holders on the register of members may direct by notice in writing to the Company signed by such holder or holders. Every such cheque shall be crossed and bear across its face the words "account payee" or "a/c payee" either with or without the word "only" and every such cheque or warrant shall be made payable to the person to whom it is sent or to such other person as the holder or the first named of joint holders on the register of members may direct by notice in writing to the Company signed by such holder, and payment of the cheque or warrant, if purporting to be duly endorsed, or where unendorsed appearing to have been duly paid by the banker on whom it is drawn, shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby. Any such dividend or other money may also be paid by any other usual or common banking method (including, without limitation, direct debit, bank transfer and electronic funds transfer) and to or through such person or such persons as the holder or the first named of joint holders on the register of members may in writing direct, and the Company shall have no responsibility for any sums lost or delayed in the course of any such transfer or where it has acted on any such directions."