

Company number 01118945

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION
of
Tesco Pension Trustees Limited
(the "Company")

TO BE SUBMITTED TO COMPANIES HOUSE

Date: 12 July 2016

The directors of the Company propose the following resolution which is proposed as an special resolution (the "**Resolution**").

SPECIAL RESOLUTION

That the articles of association of the Company attached to the Resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution.

We, the undersigned, being the sole member of the Company entitled to vote on the Resolution on 12 July 2016 (the "**Circulation Date**") hereby irrevocably agree to the Resolution.

For and on behalf of Tesco PLC



Date: 12 July 2016



NOTES

- 1 If you agree with the resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods
 - 1 1 By hand, delivering the signed copy to the Company Secretary at Tesco House, Shire Park, Kestrel Way, Welwyn Garden City, AL7 1GA, United Kingdom
 - 1 2 By post, returning the signed copy by post to the Company Secretary at Tesco House, Shire Park, Kestrel Way, Welwyn Garden City, AL7 1GA, United Kingdom
 - 1 3 by email by attaching a scanned copy of the signed document to an email and sending it to Darren.Lennark@uk.tesco.com
- 2 If you do not agree to the Resolution, you do not need to do anything, you will not be deemed to agree if you fail to reply
- 3 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 4 Unless, by 28 days following the Circulation Date, sufficient agreement has been received for the Resolution to pass, it will lapse If you agree to the Resolution, please ensure that your agreement reaches us by this date
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document

Company number 1118945

THE COMPANIES ACT 2006
A PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

of

TESCO PENSION TRUSTEES LIMITED

(Incorporated on 19th June 1973)

(Adopted on 12th July 2016)

Company number 1118945

THE COMPANIES ACT 2006
A PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
TESCO PENSION TRUSTEES LIMITED
(the "Company")

(Incorporated on 19th June 1973)

(Adopted on 12th July 2016)

1 Preliminary

- 1.1** These Articles, together with the articles contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 ("**Model Articles**") shall be the Articles of Association of the Company (the "**Articles**") save insofar as the Model Articles are excluded or varied hereby. The following articles in the Model Articles shall not apply to the Company: 4 (*Shareholders' reserve power*), 7 (*directors to take decisions collectively*), 8 (*unanimous decision*), 9(3) and (4) (*calling a directors' meeting*), 10(1) and (2) (*participation in directors' meetings*), 11 (*quorum for directors' meetings*), 14 (*conflicts of interest*), 17 (*appointment of directors*), 18 (*termination of director's appointment*), 21 (*all shares to be fully paid up*), 30 (*Procedure for declaring dividends*), 31 (*payment of dividends and other distributions*), 32 (*no interest on distributions*), 33 (*unclaimed distributions*), 34 (*non-cash distributions*), 35 (*waiver of distributions*), 36 (*authority to capitalise and appropriation of capitalised sums*), 45(1)(d) (*content of proxy notices*), 52 (*indemnity*) and 53 (*insurance*)
- 1.2** The Company is a private company limited by shares and accordingly, subject to the Statutes, no securities of the Company shall be offered to the public (whether for cash or otherwise) and no allotment or agreement to allot (whether for cash or otherwise) shall be made of any securities of the Company with a view to all or any of those securities being offered to the public. The liability of the members is limited to the amount, if any, unpaid on the shares held by them
- 1.3** In these Articles terms defined in the Model Articles which are not otherwise defined in these Articles shall have the same meaning in these Articles unless the contrary intention appears
- 1.4** In these Articles:

"**CA2006**" means the Companies Act 2006

"Associated Company" means a company or other body corporate which is (or where the context admits, was at any relevant time) associated with the Company for the purposes of section 256 of CA2006.

"business day" means a day (except a Saturday or Sunday) on which banks in the City of London are open for business.

"electronic means" has the meaning given to it in section 1168(4) of CA2006.

"equity securities" has the meaning given to it in section 560(1) of CA2006.

"Statutes" means CA2006 and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under CA2006

1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision includes a reference to:

1.5.1 any statutory modification, consolidation or re-enactment of it to the extent in force from time to time,

1.5.2 all statutory instruments or subordinate legislation (as defined in section 21(1), Interpretation Act 1978) or orders from time to time made under it; and

1.5.3 any statute or statutory provision of which it is a modification, consolidation or re-enactment

1.6 Any reference to

1.6.1 a person includes a legal or natural person, partnership, trust, company, government or local authority department or other body (whether corporate or unincorporated),

1.6.2 an individual includes, where appropriate, his personal representatives;

1.6.3 the singular includes the plural and vice versa; and

1.6.4 one gender includes all genders.

1.7 Headings to these Articles are inserted for convenience only and shall not affect their construction

1.8 Unless expressly provided otherwise, any words and expressions defined in the Statutes (as in force on the date of adoption of these Articles) shall have the same meanings in these Articles.

2 Shares

2.1 Sections 561 (existing shareholders' right of pre-emption) and 562 (communication of pre-emption offers to shareholders) of CA2006 shall not apply to the allotment of equity securities in the Company.

2.2 Shares may be issued as nil paid, partly paid or fully paid.

2.3 Article 24(2)(c) of the Model Articles shall be amended by the deletion of the words "that the shares are fully paid" and the insertion of the words "the extent to which the shares are paid up".

Directors

3 Method of appointment of directors

3.1 At least one third of the Directors shall be appointed in accordance with the nomination and selection procedures applicable under Section 242 of the Pensions Act 2004 (a "member-nominated director") The remaining directors will be selected by Tesco PLC (each a "company nominated director")

3.2 The number of directors shall not be more than 10

3.3 The directors shall not be subject to retirement by rotation.

3.4 Subject to article 3.2 and 3.3 above, a member holding a majority in nominal amount of the issued Ordinary Shares in the Company shall have the power to appoint any person as a director, either as an additional director or to fill a vacancy.

4 Retirement of member-nominated directors

4.1 A member-nominated director shall retire from office on the earliest of the following:

4.1.1 the date on which he or she leaves the employment of all of the employers participating in the Tesco PLC Pension Scheme for any reason other than retirement;

4.1.2 the date on which he or she ceases to be a member of the Tesco PLC Pension Scheme, and

4.1.3 the third anniversary of the date of his or her appointment.

5 Disqualification and removal of directors

5.1 The office of a director shall be vacated.

5.1.1 if any of the events specified in Article 18 of the Model Articles occur;

5.1.2 if that person is absent from the meetings of the Board for more than six months without permission and the Directors have resolved that that person should cease to be a Director,

5.1.3 if that person is disqualified under the Pensions Act 1995;

- 5.1.4** if the member or members holding a majority in nominal amount of the issued Ordinary Shares in the Company so request, provided that all other Directors approve the removal in writing.

6 Directors' remuneration

In Article 19(3)(b) of the Model Articles there shall be inserted after the words "that director" the words "or any member of his family (including a spouse or a former spouse) or any person who is or was dependent on that director".

7 Decision-making by directors

- 7.1** A decision of the directors may be taken either by a majority decision at a meeting of the directors, or of a duly appointed committee of the directors [, or by a directors' written resolution in accordance with Article 7.2.]

- 7.2** [A resolution in writing signed by all the directors entitled to notice of a meeting of the directors or (as the case may be) of a committee of directors and who are entitled to attend such meeting and vote on such resolution shall be as valid and effective as if it had been passed at a meeting of the directors or (as the case may be) of a committee of directors duly called and constituted. This is subject to the requirement that the number of directors signing the resolution is not less than the number of directors required for a quorum necessary for the transaction of the business of the board or (as the case may be) a committee of directors. The resolution may be contained in one document or in several documents in like form, each signed or approved by one or more of the directors concerned. For the purpose of this Article a resolution

7.2.1 may be constituted by means of an instrument in hard copy or electronic form sent to such address (if any) as may for the time being be notified by the Company for that purpose; and

7.2.2 may consist of several instruments each executed by one or more directors, each sent by one or more directors, or a combination of both and a resolution that is executed by an alternate director need not also be executed by his appointor]

- 7.3** Subject to the provisions of these Articles, the directors may regulate their proceedings as they think fit.

8 Calling a directors' meeting

- 8.1** Notice of a board meeting shall be given to each director and shall be deemed to be properly given to a director if it is given to him personally or by word of mouth or sent in hard copy form to him at his last known address or any other address given by him to the Company for this purpose or sent in electronic form to him at an address given by him to the Company for this purpose. A director absent or intending to be absent from the United Kingdom may request to the board that notices of board meetings shall during his absence be sent in hard copy or electronic form to him at an address given by him to the Company for this purpose, but if no such request is made it shall not be necessary to give notice of a

board meeting to any director who is for the time being absent from the United Kingdom
A director may waive notice of any meeting either prospectively or retrospectively

- 8.2** Directors may participate in or hold a meeting of directors or of a committee of directors by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other; participation by such means shall be deemed to constitute presence in person and business so transacted shall be as effective for all purposes as that of a meeting of the directors or (as the case may be) of a committee of the directors duly convened and held with such directors physically present

9 Validity of proceedings

All acts done by any meeting of Directors, or of any committee or sub-committee of the Directors, or by any person acting as a member of any such committee or sub-committee, shall as regards all persons dealing in good faith with the Company be valid, notwithstanding that there was some defect in the appointment of any Director or any such persons, or that any such persons were disqualified or had vacated office, or were not entitled to vote.

10 Quorum for directors' meetings

The quorum for the transaction of the business of the directors shall be two, except where there is only a sole director in office in which case such sole director may act only for the purpose of filling vacancies or of calling a general meeting

Directors' Interests

11 Authorisation of Directors' interests

- 11.1** For the purposes of Section 175 of the Companies Act 2006, the Directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company
- 11.2** Authorisation of a matter under this Article 11 shall be effective only if
- 11.2.1** the matter in question shall have been proposed for consideration at a meeting of the Directors, in accordance with the usual procedures for such meetings or in such other manner as the Directors may resolve;
 - 11.2.2** any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question and any other interested Director (together the "**Interested Directors**"), and
 - 11.2.3** the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted
- 11.3** Any authorisation of a matter under this Article may.

11.3.1 extend to any actual or potential conflict of interest which may arise out of the matter so authorised,

11.3.2 be subject to such conditions or limitations as the Directors may resolve, whether at the time such authorisation is given or subsequently, and

11.3.3 be terminated by the Directors at any time,

and a Director shall comply with any obligations imposed on him by the Directors pursuant to any such authorisation.

11.4 A Director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any matter authorised by the Directors under this Article 11 and any contract, transaction or arrangement relating to such a matter shall not be liable to be avoided on the grounds of any such benefit.

12 Permitted Interests

12.1 Subject to compliance with Article 12.2, a Director, notwithstanding his office, may have an interest of the following kind.

12.1.1 where a Director (or a person connected with him) is a director or other officer of, or employed by, or otherwise interested (including by the holding of shares) in any Relevant Company;

12.1.2 where a Director (or a person connected with him) is a party to, or otherwise interested in, any contract, transaction or arrangement with a Relevant Company, or in which the Company is otherwise interested,

12.1.3 where a Director has an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest,

12.1.4 where a Director has an interest, or a transaction or arrangement gives rise to an interest, of which the Director is not aware; or

12.1.5 where a Director has any other interest authorised by ordinary resolution.

No authorisation under Article 11 shall be necessary in respect of any such interest

12.2 A Director shall declare the nature and extent of any interest permitted under Article 12.1 and not falling with Article 12.3, at a meeting of the Directors or in such other manner as the Directors may resolve.

12.3 No declaration of an interest shall be required by a Director in relation to an interest.

12.3.1 falling within Article 12.1.1 or 12.1.3,

12.3.2 if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or

12.3.3 if, or to the extent that, it concerns the terms of his service contract (as defined in Section 227 of the Companies Act 2006) that have been or are to be considered by a meeting of the Directors, or by a committee of Directors appointed for the purpose under these Articles.

12.4 A Director shall not, save as otherwise agreed by him, be accountable to the Company for any benefit which he (or a person connected with him) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any Relevant Company or for such remuneration, each as referred to in Article 12.1, and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit.

12.5 For the purposes of this Article 12, "**Relevant Company**" shall mean:

12.5.1 the Company;

12.5.2 a subsidiary of the Company,

12.5.3 any holding company of the Company or a subsidiary of any such holding company;

12.5.4 any body corporate promoted by the Company, or

12.5.5 any body corporate in which the Company is otherwise interested.

13 Quorum and voting

13.1 A Director shall not be entitled to vote on any resolution in respect of any contract, transaction or arrangement, or any other proposal, in which he (or a person connected with him) has an interest, unless the interest is solely of a kind permitted by Article 12.1

13.2 A Director shall not be counted in the quorum at a meeting of the Directors in relation to any resolution on which he is not entitled to vote.

14 Confidential information

14.1 Subject to Article 14.2, if a Director, otherwise than by virtue of his position as Director, receives information in respect of which he owes a duty of confidentiality to a person other than the Company, he shall not be required:

14.1.1 to disclose such information to the Company or to the Directors, or to any Director, officer or employee of the Company, or

14.1.2 otherwise use or apply such confidential information for the purpose of or in connection with the performance of his duties as a Director.

14.2 Where such duty of confidentiality arises out of a situation in which the Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 14.1 shall apply only if the conflict arises out of a matter which has been authorised under Article 11 or falls within Article 12

14.3 This Article 14 is without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 14.

15 Directors' interests - general

15.1 For the purposes of Articles 11 to 15:

15.1.1 a person is connected with a Director if that person is connected for the purposes of Section 252 of the Companies Act 2006; and

15.1.2 an interest (whether of the Director or of such a connected person) of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

15.2 Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director may, and shall if so requested by the Directors, take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including without limitation

15.2.1 absenting himself from any meetings of the Directors at which the relevant situation or matter falls to be considered; and

15.2.2 not reviewing documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information

15.3 The Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of Articles 11 to 15.

General meetings

16 Holding general meetings

The Company shall hold a general meeting either when required by law or if the Directors resolve. The general meeting shall be held at such time and place as the Directors decide.

17 Notice of general meetings

17.1 General meetings shall be called by at least 14 days' notice but a general meeting may be called by shorter notice if agreed by a majority of the members having a right to attend and vote (being a majority who together represent not less than 90% of the total voting rights of the Company).

17.2 The notice shall be given to all the members, and shall specify the time and place of the meeting and the general nature of the business transacted

18 Deposit of Proxy

18.1 A proxy notice shall be delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting to which it relates.

18.2 A proxy notice which is not delivered in accordance with Article 18.1 shall be invalid.

Administrative Arrangements

19 Notices

19.1 A notice or other document or information which is sent by the Company by post (whether in hard copy or electronic form) shall be deemed to have been given or sent on the business day after the day when it was put in the post (or, where second-class post is employed, on the second business day after the day when it was put in the post). Proof that an envelope containing the notice or other document or information was properly addressed, prepaid and posted shall be conclusive evidence that the notice or other document or information was given or sent

19.2 Any notice or other document or information not sent by post but left at a registered address or address for service in the United Kingdom shall be deemed to have been served on the day on which it was left.

19.3 A notice or other document or information which is sent by the Company by electronic means and which the Company is able to show was properly addressed shall be deemed to have been given or sent on the day on which it was so sent. A notice or other document or information sent in electronic form to the Company shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.

19.4 If on two consecutive occasions the Company has attempted to send or supply notices or other documents or information by electronic means to an address for the time being notified to the Company by a member for that purpose but the Company is aware that there has been a failure of delivery of such notice or other document or information, then the Company shall thereafter send or supply the notice or other document or information through the post to such member at his registered address. For this purpose a failure of delivery is when a notice or other document or information sent by electronic means is returned undelivered to the Company or its agent with a message stating that delivery was unsuccessful from the address to which it was sent.

19.5 A notice or other document or information which is supplied by the Company by means of a website shall be deemed to have been given or sent when it was first made available on the website or, if later, when the recipient was given or was deemed to have been given notice of the fact that the relevant notice, document or information was available on the website.

20 Accounts

The Directors shall prepare accounts and reports when they are required to do so by law.

21 Bank mandates

The Directors may by majority decision or written resolution authorise such person or persons as they think fit to act as signatories to any bank account of the Company and may amend or remove such authorisation from time to time by resolution

22 Secretary

Subject to the provisions of CA2006, the secretary, if any, shall be appointed by the directors for such term, at such remuneration and upon such conditions as they think fit and any secretary may be removed by the directors

23 Change of Name

In accordance with section 79 of CA2006, the directors shall have the discretion to approve a change in the Company's name by a decision taken in accordance with Article 7.1.

Directors' Liabilities

24 Indemnity and Insurance

24.1 Subject to the provisions of and so far as may be permitted by and consistent with the Statutes, each current or former director or other officer (other than an auditor) of the Company or any Associated Company shall be indemnified out of the assets of the Company against

24.1.1 any liability incurred by or attaching to him in connection with any negligence, default, breach of duty or breach of trust in relation to the Company other than, in the case of a current or former director

(i) any liability to the Company or any Associated Company, and

(ii) any liability of the kind referred to in sections 234(3) of CA2006,

24.1.2 any liability incurred by or attaching to him in connection with the activities of the Company or any Associated Company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of CA2006) other than a liability of the kind referred to in section 235(3) of CA2006; and

24.1.3 any other liability incurred by or attaching to him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers

24.2 For the purpose of this Article, references to "**liability**" shall include all costs, losses, charges and expenses incurred by the current or former director or other officer (other than an auditor) in relation thereto.

24.3 Subject to the provisions of and so far as may be permitted by the Statutes, the directors may exercise all the powers of the Company to:

24.3.1 provide any current or former director or other officer (other than an auditor) of the Company with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or an Associated Company, or in connection with any application for relief under the provisions mentioned in section 205(5) of CA2006; and

24.3.2 do anything to enable any such person to avoid incurring such expenditure, but so that the terms set out in section 205(2) of CA2006 shall apply to any such provision of funds or other things so done. For the purpose of this Article references to "**director**" in section 205(2) of CA2006 shall be deemed to include references to a former director or other officer (other than an auditor) of the Company.

24.4 Without prejudice to Article 24.1, the directors may purchase and maintain for their benefit or for the benefit of any person who holds or has at any time held a relevant office insurance against any liability or expense incurred by him in relation to the Company or any Associated Company or any third party in respect of any act or omission in the actual or purported discharge of the duties of the relevant office concerned or otherwise in connection with the holding of that relevant office. For this purpose "**relevant office**" means that of director or other officer (other than an auditor) of the Company or any company which is or was an Associated Company or any predecessor in business of the Company or of any Associated Company or that of trustee of any pension fund or retirement, death or disability scheme or other trust for the benefit of any officer or former officer (other than an auditor) of the Company or any Associated Company or of any such predecessor in business or their respective dependants.

