

**Appendix 12**

**Delegated Authority of the Company Secretary**

The following matters have been delegated to the Company Secretary for the time being and from time-to-time of the Company with full power of delegation by instrument in writing to any person nominated by such Company Secretary:

1. the execution of documents, deeds, certificates, applications, authorisations, consents and/or permission arising in the course of the administrative functions of the Company Secretary;
2. the signature on behalf of the Company of any notices, written resolutions, consents to short notice of meetings, proxy forms or other documents relating to any shareholding held by the Company in any other company or body corporate (whether registered or incorporated in the United Kingdom or otherwise) and any matter ancillary thereto;
3. the signature on behalf of the Company of any contract, agreement, licence assignment or other instrument or deed:
  - arising in the course of the administrative functions of the Company Secretary; or
  - under which the Company accepts no obligation or liability in terms of money or money's worth (other than in relation to costs); or
  - which constitutes merely an acknowledgement of a factual circumstance or statement of intention of the Company or its Board of Directors; or
  - which does not create any legally binding obligation on the part of the Company.
4. the negotiation, agreement and confirmation (whether in writing or otherwise) of any terms of engagement of professional advisors or suppliers of services or goods where such professional services, other services or goods are supplied to meet the administrative needs of the Company or any of its subsidiaries and, specifically, are not supplied in connection with the trading activities of the Company or any of its subsidiaries;
5. the signature of contracts of employment and contracts for services and for the provision of consultancy or management services;
6. signature of tax related consents, elections, authorisations, applications and/or surrenders;
7. any documentation or authorisation or order in connection with any legal proceedings including acknowledgements of service, demands, notices of claim, consent orders, undertaking and/or application;
8. the agreement and signature of any forms of invitation, grant, receipt, acknowledgement or other documentation related to any share option scheme, savings related option scheme or other incentive or bonus scheme or plan for the time being in force and to which the Company is party and which relates either to cash bonuses or shares in the capital of the Company and any documentation which amends, varies or in any other way alters the terms or rules of any such scheme or the manner of operation of any such scheme or plan together with all certificates and other documentation relating to any such scheme or plan (whether with or without

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amendment, variation or alteration) where such scheme or plan, in any event, provides, whether actually or contingently, for benefits or other incentives for any employee of or contractor to the Company or any of its subsidiaries or associated companies;

9. the issue of shares by the Company on the exercise of any right to the allotment of shares granted by the Company or a subsidiary under any share scheme or rights attaching to any issued security;
10. the agreement and signature of any documentation relating to the administration of any pension scheme, life assurance scheme, permanent disability insurance scheme or other similar scheme maintained at any time by the Company or any of its subsidiaries for the benefit of any employee, ex-employee or the dependents of any employee of the Company or any of its subsidiaries or of any other person;
11. the agreement and signature of any consent, notice, authorisation or other document addressed to or required for the purposes of any regulatory authority including, but not limited to, the London Stock Exchange and any other recognised investment exchange (as defined by the Financial Services and Markets Act 2000), the Financial Conduct Authority, the UK Listing Authority (and any equivalent body in any other jurisdiction), the European Commission and any Governmental or quasi-Governmental body in any jurisdiction;
12. the agreement and signature of any transfer of shares, authorisation, consent or other document relating to any subsidiary company of the Company (whether directly or indirectly held) and any associated company of the Company (whether associated directly or indirectly) and any document of transfer of any shares in any such company or of the assets of any such company and any confirmation of the transfer of title by physical delivery of any such assets; and
13. the agreement and signature of any documentation relating to the termination of employment of any employee of the Company or any of its subsidiaries (other than a Director of the Company).

For the purpose of these authorisations the following words shall have the following meaning:

- a) a company should be deemed to be associated with another company if either of them has a shareholding of not less than 5% of the equity share capital of the other;
- b) The terms “documents” and “writing” shall include a letter, facsimile, electronic mail message and any other form of visual representation of words which is capable of being permanently recorded;
- c) “subsidiary” shall include a subsidiary undertaking (as so defined);
- d) “person” shall include any entity whether real or existing at law and shall include a company or other body corporate, partnership, Governmental body or organisation and any form of entity or organisation which is governed by or regulated by rules whether generally or specifically applicable to it; and
- e) “equity share capital” shall be interpreted in accordance with the Companies Act 2006.