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IN THE HIGH COURT OF JUSTICE

No. 4274 of 2006

CHANCERY DIVISION

COMPANIES COURT

MR JUSTICE MANN

TUESDAY THE 8TH DAY OF AUGUST 2006

IN THE MATTER OF
ASSOCIATED BRITISH PORTS HOLDINGS PLC

-and-

IN THE MATTER OF THE COMPANIES ACT 1985

UPON THE PETITION of the above-named Associated British Ports Holdings plc (hereinafter called "**the Company**") whose registered office is situated at 150 Holborn, London EC1N 2LR presented to this Court on 19 July, 2006

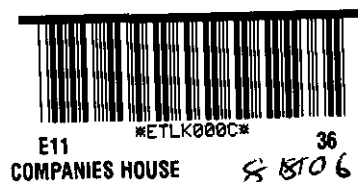
AND UPON HEARING Counsel for the Company and Counsel for Admiral Acquisitions UK Limited ("**Admiral**").

AND UPON READING the said Petition and the evidence

AND Admiral by its Counsel undertaking to be bound by the Scheme of Arrangement referred to below and to execute and do or procure to be executed and done all such documents acts or things as may be necessary or desirable to be executed or done by it or on its behalf for the purpose of giving effect to the said Scheme of Arrangement

THIS COURT HEREBY sanctions the Scheme of Arrangement set out in the First Schedule hereto

AND IT IS ORDERED that, subject as aforesaid, this order be produced by the Company to the Registrar of Companies and that it deliver an office copy to him



Part Ten: The Scheme of Arrangement

THE SCHEME OF ARRANGEMENT

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT

No. 4274 of 2006

IN THE MATTER OF ASSOCIATED BRITISH PORTS HOLDINGS PLC

and

IN THE MATTER OF THE COMPANIES ACT 1985

SCHEME OF ARRANGEMENT
(under section 425 of the Companies Act 1985)

between

ASSOCIATED BRITISH PORTS HOLDINGS PLC

and

THE HOLDERS OF THE SCHEME SHARES
(as hereinafter defined)

PRELIMINARY

(A) In this Scheme, unless inconsistent with the subject or context, the following expressions bear the following meanings:

"Act"	the Companies Act 1985 as amended, from time to time
"ABPH Shares"	the ordinary shares of 25 pence each in the capital of ABPH
"ABPH Shareholders"	the holders of ABPH Shares
"ABPH Share Schemes"	the ABPH Executive Share Option Scheme, the ABPH Savings-Related Share Option Scheme, the ABPH Share Incentive Plan, the ABPH Long Term Incentive Plan, the ABPH Performance Share Plan and the ABPH Share Matching Plan
"Admiral"	Admiral Acquisitions UK Limited, a company incorporated in England and Wales with registered number 5839361, which has been established by the Consortium for the purpose of the Offer
"Admiral Group"	Admiral, Admiral Subholdings Limited (a private limited company incorporated in England on 7 June 2006, with registered number 0583936) and Rose Ports (Jersey) Limited (a private limited company incorporated in Jersey on 9 June 2006, with registered number 93711)
"Australia"	the Commonwealth of Australia, its territories and possessions
"Business Day"	any day, other than a Saturday or Sunday or public holiday or bank holiday, on which banks are generally open for business in the City of London
"Canada"	Canada, its provinces and territories and all areas under its jurisdiction and political sub-divisions thereof
"Cancellation Shareholders"	holders of Cancellation Shares
"Cancellation Shares"	<i>Scheme Shares, other than the Loan Note Elected Shares</i>
"certificated" or "in certificated form"	a share which is not in uncertificated form (that is, not in CREST)
"Circular"	the document dated 21 June 2006 sent by the Company to the ABPH Shareholders, of which this Scheme forms part
"Company" or "ABPH"	Associated British Ports Holdings PLC, a company incorporated in England and Wales with registered number 1612178
"Consortium"	the consortium comprising Borealis Infrastructure Europe LP., GIC SI Investor, Goldman Sachs Investments Ltd. and Infracapital Partners LP (acting through its manager, M&G Investment Management Limited)
"Court"	the High Court of Justice in England and Wales
"Court Meeting"	the meeting of the Scheme Shareholders convened by order of the Court pursuant to section 425 of the Act to consider and, if thought fit, approve this Scheme, including any adjournment thereof
"CREST"	the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by CRESTCo in accordance with the Regulations
"CRESTCo"	CRESTCo Limited
"Effective Date"	the date on which this Scheme becomes effective in accordance with clause 8 of this Scheme

"GIC SI Investor"	Cheyne Walk Investment Pte Ltd, a company incorporated under the laws of Singapore whose registered office is at 168 Robinson Road, 37-01 Capital Tower, Singapore 068912
"holder"	a registered holder and includes any person(s) entitled by transmission
"Loan Note Alternative"	the alternative whereby (a) Scheme Shareholders (other than Restricted Overseas Persons) may elect to receive, subject to the terms and conditions set out in the Scheme, Loan Notes instead of all or part of the cash consideration to which they would otherwise be entitled in respect of all or some only of their Scheme Shares under the Scheme and (b) holders of options and awards under the ABPH Share Schemes (other than Restricted Overseas Persons) may elect to receive, subject to the terms and conditions set out in this document, Loan Notes instead of all or part of the cash consideration to which they would otherwise be entitled in respect of their ABPH Shares acquired after the Scheme Record Time and acquired by Admiral under the proposed amendments to ABPH's articles of association
"Loan Note Elected Shareholders"	holders of Loan Note Elected Shares
"Loan Note Elected Shares"	Scheme Shares (if any) in respect of which (a) valid elections for the Loan Note Alternative have been made in accordance with its terms and (b) Loan Notes are to be issued in accordance with the Loan Note Alternative
"Loan Note Form of Election"	the green form of election relating to the Loan Note Alternative and accompanying the Circular
"Loan Notes"	the loan notes of Admiral to be issued pursuant to the Loan Note Alternative which, at the election of the relevant Scheme Shareholder, shall be either QCB Loan Notes or Non QCB Loan Notes (as the case may be), particulars of which are summarised in Part Six of the Circular
"members"	members of the Company on the register of members at any relevant date
"New ABPH Shares"	new ordinary shares of 25 pence each to be issued in accordance with clause 1.2 (B) of this Scheme
"Non QCB Loan Notes"	the Loan Notes which contain a provision giving Admiral the option to repay amounts owing thereunder in US Dollars
"Orders"	the Reduction Court Order and the Scheme Court Order
"QCB Loan Notes"	the Loan Notes which do not contain a provision giving Admiral the option to repay amounts owing thereunder in US Dollars
"Reduction Court Order"	the order of the Court confirming the reduction of share capital under section 137 of the Act provided for by this Scheme
"Reduction Hearing"	the hearing by the Court of the petition to confirm the reduction of ABPH's share capital under section 137 of the Act provided for by this Scheme
"Regulations"	the Uncertificated Securities Regulations 2001 (SI 2001/3755)

"Restricted Overseas Person"	(i) a US person as defined in Regulation S under the US Securities Act, (ii) a person (including an individual, partnership, unincorporated syndicate, limited liability company, unincorporated organisation, trust, trustee, executor, administrator or other legal representative) in, or resident in, or any person whom Admiral reasonably believes to be in or resident in, Australia, Canada or Japan, and (iii) persons in any other jurisdiction (other than persons in the United Kingdom) whom Admiral is advised it is necessary to treat as restricted overseas persons in order to observe the laws of such jurisdiction or to avoid the requirement to comply with any governmental or other consent or any registration, filing or other formality which Admiral regards as unduly onerous
"Scheme"	this scheme of arrangement in its present form or with or subject to any modification, addition or condition approved or imposed by the Court and agreed by the Company and Admiral
"Scheme Court Order"	the order of the Court sanctioning the Scheme under section 425 of the Act
"Scheme Hearing"	the hearing by the Court of the petition to sanction this Scheme
"Scheme Record Time"	6:00 pm (London time) on the day immediately before the date of the Scheme Hearing
"Scheme Shareholders"	the holders of Scheme Shares
"Scheme Shares"	<p>ABPH Shares which are:</p> <ul style="list-style-type: none"> (i) in issue at the date of the Circular; (ii) (if any) issued after the date of the Circular and before the Voting Record Time; and (iii) (if any) issued at or after the Voting Record Time and before the Scheme Record Time, in respect of which the original or any subsequent holders thereof are, or shall have agreed in writing to be, bound by this Scheme <p>in each case other than any ABPH Shares held by or on behalf of Admiral</p>
"uncertificated" or "in uncertificated form"	a share or other security recorded on the relevant register as being held in uncertificated form in CREST and title to which, by virtue of the Regulations, may be transferred by means of CREST
"US" or "United States"	the United States of America, its territories and possessions, any State of the United States of America, and the District of Columbia
"US Securities Act"	the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder
"Voting Record Time"	6:00 pm (London time) on the day which is two days before the date of the Court Meeting or, if the Court Meeting is adjourned, 6:00 pm (London time) on the second day before the day of such adjourned meeting

References to clauses are to clauses of this Scheme.

- (B) The authorised share capital of the Company at the date of this Scheme is £125,000,000 divided into 500,000,000 ordinary shares of 25 pence each, of which, as at the close of business on 20 June 2006, 301,728,822 have been issued and are credited as fully paid and the remainder are unissued.
- (C) Admiral has agreed to appear by counsel at the Scheme Hearing, has given its approval to this Scheme and has undertaken to be bound by, and to undertake to the Court to be bound by, this Scheme and to execute and do and procure to be executed and done all such documents, acts and things as may be necessary or desirable to be executed or done by it for the purpose of giving effect to this Scheme.

THE SCHEME

1. Cancellation of the Cancellation Shares

1.1 The capital of the Company shall be reduced by cancelling and extinguishing the Cancellation Shares.

1.2 Subject to, and forthwith upon, the said reduction of capital taking effect:

(A) the authorised share capital of the Company shall be increased to its former amount by the creation of such number of New ABPH Shares as is equal to the number of Cancellation Shares; and

(B) the reserve arising in the books of account of the Company as a result of the said reduction of capital shall be appropriated and applied in paying up in full at par the New ABPH Shares created pursuant to clause 1.2(A) of this Scheme, which shall be allotted and issued credited as fully paid to Admiral and/or its nominees (as Admiral may direct).

2. Consideration for cancellation of the Cancellation Shares

In consideration for the cancellation of the Cancellation Shares and the allotment and issue of the New ABPH Shares as provided in clause 1 of this Scheme, Admiral shall (subject as hereinafter provided) pay to or for the account of the Cancellation Shareholders (as appearing in the register of members of the Company at the Scheme Record Time):

for every Cancellation Share

910
840 pence in cash

3. Loan Note Alternative

3.1 Conditional upon and subject to clause 4 of this Scheme, if any holder of Scheme Shares other than a Restricted Overseas Person shall have made a valid election under the Loan Note Alternative in respect of all or some only of his or her Scheme Shares, his or her Loan Note Elected Shares shall be transferred to Admiral and Admiral shall, in consideration for the transfer of the Loan Note Elected Shares (and subject to the remaining provisions of this clause 3) allot and issue to such Loan Note Elected Shareholder (as appearing in the register of members at the Scheme Record Time) Loan Notes on the following basis:

for each 10 pence of cash
consideration otherwise receivable
under this Scheme

10 pence nominal value
of Loan Notes

provided that the Loan Note Alternative shall not be available to Restricted Overseas Persons.

3.2 The Loan Notes shall be issued credited as fully paid and in amounts and integral multiples of 10 pence nominal. Scheme Shareholders may not elect to receive a combination of cash and Loan Notes in respect of any single Scheme Share, nor may they elect to receive a combination of QCB Loan Notes and Non QCB Loan Notes. Scheme Shareholders who complete a Loan Note Form of Election and fail to elect to receive either QCB Loan Notes or Non QCB Loan Notes, or elect to receive both QCB Loan Notes and Non QCB Loan Notes will, if the Loan Note Form of Election is otherwise valid, be deemed to have elected to receive Non QCB Loan Notes.

3.3 The election referred to in clause 3.1 of this Scheme shall be made by the completion and delivery of a Loan Note Form of Election in accordance with the instructions thereon.

3.4 Admiral shall be entitled, in determining whether a Loan Note Form of Election is valid or not, to exercise the powers and discretions provided for in Part Seven of the Circular.

3.5 Upon execution and delivery by a holder of Scheme Shares of a valid Loan Note Form of Election such holder shall be bound by the terms and provisions contained in the Loan

Note Form of Election and in Part Seven of the Circular and in particular (but without prejudice to the generality of the foregoing):

- (A) shall be responsible for the representations and warranties contained in Note (B) on page 4 of the Loan Note Form of Election; and
- (B) shall be bound by the provisions set out in paragraph 2 of Part Seven of the Circular.

3.6 The provisions of this clause 3 shall be subject to any prohibition or condition imposed by law. Without prejudice to the generality of the foregoing, if, in respect of any Scheme Shareholder with a registered address outside the United Kingdom or who is a citizen, resident or national of a jurisdiction outside the United Kingdom, Admiral is advised that the allotment or issue of Loan Notes pursuant to this clause 3 would or may infringe the laws of any such jurisdiction, or would or may require Admiral to observe any governmental or other consent or any registration, filing or other formality with which Admiral is unable to comply or which Admiral regards as unduly onerous, Admiral may determine that the Loan Note Alternative shall not be available to such holder (so that such holder shall be deemed to be a Restricted Overseas Person and any Loan Note Form of Election completed and delivered by such holder shall be invalid).

3.7 If at the Scheme Record Time the number of Scheme Shares held by a person who has elected to receive Loan Notes is not equal to the number of Scheme Shares in respect of which an election for Loan Notes made by him or her would otherwise be effective, then:

- (A) if the number of Scheme Shares held by such person at the Scheme Record Time is equal to or greater than the number of Scheme Shares in respect of which such person elected to receive Loan Notes, then any reductions in his or her holding shall be treated as disposals of those Scheme Shares in respect of which he or she did not elect to receive Loan Notes and the validity of his or her election shall not be affected by any alteration in his or her holding of Scheme Shares between the date on which he made such election and the Scheme Record Time; and
- (B) if at the Scheme Record Time the number of Scheme Shares held by such person is less than the number of Scheme Shares in respect of which he or she has elected to receive such Loan Notes, he or she shall be treated as having validly elected to receive Loan Notes in respect of all of his or her Scheme Shares.

4. Acquisition of Loan Note Elected Shares

4.1 Forthwith and conditional upon the cancellation of the Cancellation Shares becoming effective in accordance with clause 8.1 of this Scheme, the allotment of the New ABPH Shares referred to in clause 1.2(B) of this Scheme and the registration of such New ABPH Shares in the name of Admiral and/or its nominees, Admiral or its nominees shall acquire all the Loan Note Elected Shares (if any) fully paid and free from all liens, equitable interests, charges, encumbrances and other third party rights of any nature whatsoever and together with all rights now or hereafter attaching thereto including the right to receive and retain all dividends and other distributions announced, declared or paid on or after 14 June 2006.

4.2 For such purposes, the Loan Note Elected Shares shall be transferred to Admiral and/or its nominees and to give effect to such transfer any person may be appointed by Admiral to execute as transferor an instrument of transfer of, or give any instruction to transfer, any Loan Note Elected Shares and every instrument of, or instruction to, transfer so executed or given shall be as effective as if it had been executed or given by the holder or holders of the Loan Note Elected Shares thereby transferred.

4.3 The maximum principal amount of Loan Notes which will be issued under the Loan Note Alternative is £200 million. If Loan Note Elections are received in respect of a greater principal amount of Loan Notes, they will be scaled down pro-rata (rounding down any fractions to the nearest whole number) and only that number of Scheme Shares in respect

of which a Shareholder is entitled to receive Loan Notes shall be Loan Note Elected Shares.

- 4.4** No Loan Notes will be issued unless Scheme Shareholders validly elect to receive at least £5 million in aggregate nominal amount of Loan Notes. If valid elections are not received for at least £5 million in aggregate nominal amount of Loan Notes, then ABPH Shareholders who elect for the Loan Note Alternative will receive only cash consideration in respect of their Scheme Shares, all the Scheme Shares shall be treated as Cancellation Shares and no Scheme Shares shall be Loan Note Elected Shares.

5. Payments

- 5.1** Not more than 14 days after the Effective Date, Admiral shall:

- (A) in the case of Cancellation Shares which at the Scheme Record Time were in certificated form, dispatch or procure the dispatch to the persons entitled thereto in accordance with the provisions of clause 5.2, cheques for the sums payable to them respectively in accordance with clause 2 of this Scheme or, in the case of Cancellation Shares which at the Scheme Record Time are in uncertificated form, ensure that a CREST payment obligation in respect of the sums payable to the persons entitled thereto is created in accordance with the CREST payment arrangements provided that Admiral reserves the right to make payment of the said consideration by cheque as aforesaid if, for any reason, it wishes to do so; and
- (B) against the execution of any instrument of, or instruction to, transfer referred to in clause 4 of this Scheme, in the case of Loan Note Elected Shares, issue the Loan Notes which it is required to issue pursuant to clause 3 of this Scheme and deliver certificates therefor to the persons entitled thereto, in accordance with the provisions of clause 5.2.

- 5.2** All deliveries of cheques and certificates required to be made pursuant to this Scheme shall be effected by posting the same by first class post in pre-paid envelopes addressed to the persons entitled thereto at their respective addresses as appearing in the register of members of the Company at the Scheme Record Time (or, in the case of joint holders, at the address of that one of the joint holders whose name stands first in the said register in respect of such joint holding at such time) or in accordance with any special instructions regarding communications, and neither Admiral nor the Company shall be responsible for any loss or delay in the transmission of cheques or certificates sent in accordance with this clause 5.2, which shall be sent at the risk of the person entitled thereto.

- 5.3** All cheques shall be made payable to the person to whom in accordance with the foregoing provisions of this clause 5 the envelope containing the same is addressed and the encashment of any such cheque shall be a complete discharge by Admiral of the moneys represented thereby. In respect of payments made through CREST, Admiral shall ensure that an assured payment obligation is credited in accordance with the CREST assured payment arrangements. The creation of such an assured payment arrangement shall be a complete discharge of Admiral's obligations under this Scheme with reference to payments made through CREST.

- 5.4** The provisions of this clause 5 shall be subject to any prohibition or condition imposed by law.

6. Share Certificates and Cancellation of CREST Entitlements

- 6.1** With effect from and including the Effective Date:

- (A) all certificates representing Cancellation Shares shall cease to have effect as documents of title to the Cancellation Shares comprised therein and every holder of Cancellation Shares shall be bound at the request of the Company to deliver up the same to the Company, or as it may direct, for cancellation; and

(B) in respect of those holders of Cancellation Shares holding Cancellation Shares in uncertificated form, CRESTCo shall be instructed to cancel such holders' entitlements to such Cancellation Shares.

6.2 As regards uncertificated Cancellation Shares, appropriate entries will be made in the Company's register of members with effect from the Effective Date to reflect their cancellation.

7. Dividend Mandates

All mandates and other instructions to the Company in force at the Scheme Record Time relating to Loan Note Elected Shares shall, unless and until revoked or amended, be deemed as from the Effective Date to be valid and effective mandates in relation to the payment of interest and capital and instructions to Admiral in relation to the Loan Notes issued in respect thereof.

8. The Effective Date

8.1 This Scheme shall become effective in accordance with its terms as soon as (i) an office copy of the Order sanctioning this Scheme under section 425 of the Act and (ii) an office copy of the Order confirming the reduction of share capital under section 137 of the Act provided for by this Scheme shall have been delivered to the Registrar of Companies in England and Wales for registration and the office copy of Order confirming the reduction of share capital under section 137 of the Act shall have been registered by him.

8.2 Unless this Scheme shall become effective on or before the Long Stop Date or such later date, if any, as Admiral and the Company may agree (with the consent of the Panel on Takeovers and Mergers) and the Court may allow, this Scheme shall never become effective.

9. Modification

Admiral and the Company may jointly consent on behalf of all concerned to any modification of, or addition to, this Scheme or to any condition which the Court may approve or impose.

Dated 24 June 2006

No. 4274 of 2006

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

COMPANIES COURT

MR JUSTICE MANN

8TH DAY OF AUGUST 2006

IN THE MATTER OF
ASSOCIATED BRITISH PORTS
HOLDINGS PLC

-and-

IN THE MATTER OF
THE COMPANIES ACT 1985

ORDER

sanctioning a Scheme of Arrangement

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Ref: JCC/CDC