

## FINAL TERMS

23rd February, 2009

Tesco PLC

**Issue of  
GBP900,000,000 6.125 per cent. Notes due 2022  
under the  
£15,000,000,000 Euro Note Programme**

### **PART A — CONTRACTUAL TERMS**

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes set forth in the Offering Circular dated 12th February, 2009 which constitutes a base prospectus for the purposes of Directive 2003/71/EC of 4th November, 2003 of the European Parliament and the Council of the European Union (the "Prospectus Directive"). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Offering Circular. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Offering Circular. The Offering Circular is available for viewing during normal business hours and copies may be obtained from the registered office of the Issuer and from the specified office of the Paying Agents for the time being.

- |    |      |                                   |  |
|----|------|-----------------------------------|--|
| 1. | (i)  | Series Number:                    | 68   |
|    | (ii) | Tranche Number:                   | 1  |
| 2. |      | Specified Currency or Currencies: | GBP ("£")  |
| 3. |      | Aggregate Nominal Amount:         |  |
|    | (i)  | Tranche:                          | £900,000,000   |
|    | (ii) | Series:                           | £900,000,000   |
| 4. |      | Issue Price:                      | 99.629 per cent. of the Aggregate Nominal Amount   |
| 5. | (i)  | Specified Denominations:          | £50,000 and integral multiples of £1,000 in excess thereof up to and including £99,000. No Notes in definitive form will be issued with a denomination above £99,000 |
|    | (ii) | Calculation Amount:               | £1,000   |
| 6. | (i)  | Issue Date:                       | 24th February, 2009  |
|    | (ii) | Interest Commencement Date:       | Issue Date   |
| 7. |      | Maturity Date:                    | 24th February, 2022  |
| 8. |      | Interest Basis:                   | Fixed Rate (further particulars specified below)   |

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|-----|---|--|
| 9.  | Redemption/Payment Basis:                             | Redemption at par                      |
| 10. | Change of Interest Basis or Redemption/Payment Basis: | Not Applicable                         |
| 11. | Put/Call Options:                                     | Investor Put (See the Schedule hereto) |
| 12. | Method of distribution:                               | Syndicated                             |

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

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|-----|--|--|
| 13. | Fixed Rate Note Provisions   | Applicable   |
|     | (i) Rate of Interest:  | 6.125 per cent. per annum payable annually in arrear   |
|     | (ii) Interest Payment Date(s):   | 24th February in each year, commencing on 24th February, 2010, up to and including the Maturity Date |
|     | (iii) Fixed Coupon Amount(s):  | £61.25 per Calculation Amount  |
|     | (iv) Broken Amount(s):   | Not Applicable   |
|     | (v) Fixed Day Count Fraction:  | Actual/Actual (ICMA)   |
|     | (vi) Determination Date(s):  | 24th February in each year   |
|     | (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes: | None   |
| 14. | Floating Rate Note Provisions  | Not Applicable   |
| 15. | Zero Coupon Note Provisions  | Not Applicable   |
| 16. | Index Linked Interest Note Provisions  | Not Applicable   |
| 17. | Dual Currency Interest Note Provisions   | Not Applicable   |

**PROVISIONS RELATING TO REDEMPTION**

- |     |   |                                      |
|-----|---|--------------------------------------|
| 18. | Issuer Call   | Not Applicable                       |
| 19. | Investor Put  | Applicable (See the Schedule hereto) |
| 20. | Final Redemption Amount   | £1,000 per Calculation Amount        |
| 21. | Early Redemption Amount(s) payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in Condition 6(e)): | Condition 6(e) shall apply           |

## GENERAL PROVISIONS APPLICABLE TO THE NOTES

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|-----|------|---|--|
| 22. | (i)  | Form of Notes:  | Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes only upon an Exchange Event. |
|     | (ii) | New Global Note:  | Yes  |
| 23. |      | Additional Financial Centre(s) or other special provisions relating to Payment Dates:                             | Not Applicable   |
| 24. |      | Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): | No   |
| 25. |      | Details relating to Partly Paid Notes:  | Not Applicable   |
| 26. |      | Details relating to Instalment Notes:   | Not Applicable   |
| 27. |      | Redenomination:   | Redenomination not applicable  |
| 28. |      | Other final terms:  | Condition 6(d) shall be deleted and replaced by the provisions of the Schedule hereto  |

## DISTRIBUTION

- |     |       |   |  |
|-----|-------|---|--|
| 29. | (i)   | If syndicated, names of Managers:           | Deutsche Bank AG, London Branch<br>BNP Paribas<br>Citigroup Global Markets Limited<br>J.P. Morgan Securities Ltd.<br>Barclays Bank PLC<br>Goldman Sachs International<br>HSBC Bank plc<br>The Royal Bank of Scotland plc |
|     | (ii)  | Date of Subscription Agreement:             | 23rd February, 2009  |
|     | (iii) | Stabilising Manager(s) (if any):            | Deutsche Bank AG, London Branch  |
| 30. |       | If non-syndicated, name of relevant Dealer: | Not Applicable   |
| 31. |       | Additional selling restrictions:            | Not Applicable   |

## PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue and admission to trading on the London Stock Exchange's regulated market and listing on the Official List of the UK Listing Authority of the Notes described herein pursuant to the £15,000,000,000 Euro Note Programme of Tesco PLC.

**RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in these Final Terms.

Signed on behalf of Tesco PLC:

By: .....  
*Duly authorised*

## PART B — OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

- (i) Listing and Admission to trading: Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the London Stock Exchange's regulated market and listing on the Official List of the UK Listing Authority with effect from on or around 24th February, 2009.
- (ii) Estimate of total expenses related to admission to trading: £3,650 excluding VAT

### 2. RATINGS

- Ratings: The Notes to be issued have been rated:
- S&P: A- (stable)  
Moody's: A3 (stable)  
Fitch: A- (stable)

### 3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

Save for any fees payable to the Dealers, so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer.

### 4. YIELD

- Indication of yield: 6.167 per cent. (annual)
- The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

### 5. OPERATIONAL INFORMATION

- (i) ISIN Code: XS0414345974
- (ii) Common Code: 041434597
- (iii) Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s): Not Applicable
- (iv) Delivery: Delivery against payment
- (v) Names and addresses of additional Paying Agent(s) (if any): Not Applicable

- (vi) Intended to be held in a manner which would allow Eurosystem eligibility: Yes

Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

## SCHEDULE

In relation to the Final Terms dated 23rd February, 2009 of which this forms the attached Schedule, Condition 6(d) shall be deleted and replaced with the following:-

If during the period from the Issue Date to 17th February, 2022 there occurs a Restructuring Event and within the Restructuring Period (i) (if at the time that Restructuring Event occurs there are Rated Securities) a Rating Downgrade in respect of that Restructuring Event occurs or (ii) (if at such time there are no Rated Securities), a Negative Rating Event in respect of that Restructuring Event occurs (that Restructuring Event and, where applicable, Rating Downgrade or Negative Rating Event, as the case may be, occurring within the Restructuring Period together called a "Put Event"), the holder of each Note will have the option (unless, prior to the giving of the Put Event Notice referred to below, the Issuer gives notice under Condition 6(b)) to require the Issuer to redeem or, at the Issuer's option, purchase (or procure the purchase of) that Note on the Optional Redemption Date (as defined below) at its principal amount (the "Optional Redemption Amount") together with (or, where purchased, together with an amount equal to) interest accrued to (but excluding) the Optional Redemption Date.

Promptly upon the Issuer becoming aware that a Put Event has occurred, the Issuer shall, and at any time upon the Trustee becoming similarly so aware the Trustee may, and if so requested by the holders of at least one-quarter in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution of the Noteholders, the Trustee shall, give notice (a "Put Event Notice") to the Noteholders in accordance with Condition 13 specifying the nature of the Put Event and the procedure for exercising the option contained in this Condition 6(d).

To exercise the option to require redemption of a Note under this Condition 6(d), the holder of the Note, if it is in definitive form, must deliver such Note, on any Business Day (as defined below) falling within the period (the "Put Period") of 45 days after a Put Event Notice is given, at the specified office of any Paying Agent, accompanied by a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the specified office of any Paying Agent (a "Put Notice") and in which the holder may specify a bank account to which payment is to be made under this Condition 6(d).

If the Notes are represented by a Global Note, such option may be exercised by the holder of the Global Note by giving notice to the Agent of the principal amount of Notes in respect of which the option is exercised and presenting such Global Note for endorsement of exercise within the time limits specified in this Condition 6(d).

"Business Day" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the place of the specified office of the Paying Agent at which the Note is delivered,

The Definitive Notes should be delivered together with all Coupons appertaining thereto maturing after the date (the "Optional Redemption Date") seven days after the expiry of the Put Period, failing which the Paying Agent will require payment of an amount equal to the face value of any such missing Coupon. Any amount so paid will be reimbursed in the manner provided in Condition 5 against presentation and surrender of the relevant missing Coupon (or any replacement therefor issued pursuant to Condition 10) any time after such payment, but before the expiry of the period of five years from the date on which such Coupon would have become due, but not thereafter. The Paying Agent to which such Note and Put Notice are delivered will issue to the Noteholder concerned a non-transferable receipt in respect of the Note so delivered. Payment in respect of any Note so delivered will be made, if the holder duly specifies a bank account in the Put Notice to which payment is to be made, on the Optional Redemption Date by transfer to that bank account and, in every other case, on or after the Optional Redemption Date against presentation and surrender or (as the case may be) endorsement of such receipt at the specified office of any Paying Agent. A Put Notice, once given, shall be irrevocable. For the purposes of Condition 5 and certain other purposes specified in the Trust Deed,

receipts issued pursuant to this Condition 6(d) shall be treated as if they were Notes. The Issuer shall redeem or, at the option of the Issuer, purchase (or procure the purchase of) the relevant Notes on the Optional Redemption Date unless previously redeemed or purchased.

For the purpose of these Conditions:

A "Negative Rating Event" shall be deemed to have occurred if (i) the Issuer does not, either prior to or not later than 21 days after the relevant Restructuring Event, seek, and thereupon use all reasonable endeavours to obtain, a rating of the Notes or any other unsecured and unsubordinated debt of the Issuer (or any Subsidiary of the Issuer which is guaranteed on an unsecured and unsubordinated basis by the Issuer) having an initial maturity of five years or more ("Rateable Debt") from a Rating Agency or (ii) if it does so seek and use such endeavours, it is unable, as a result of such Restructuring Event to obtain such a rating of at least investment grade BBB- (in the case of Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc. ("S&P")), Baa3 (in the case of Moody's Investors Service Limited ("Moody's")) or BBB- (in the case of Fitch Ratings Ltd. ("Fitch Ratings")), or their respective equivalents for the time being), provided that a Negative Rating Event shall not be deemed to have occurred in respect of a particular Restructuring Event if the Rating Agency declining to assign a rating of at least investment grade (as defined above) does not announce or publicly confirm or inform the Trustee in writing at its request that its declining to assign a rating of at least investment grade was the result, in whole or in part, of any event or circumstance comprised in or arising as a result of, or in respect of, the applicable Restructuring Event (whether or not the Restructuring Event shall have occurred at the time such investment grade rating is declined);

"Rated Securities" means the Notes so long as they shall have an effective rating from any Rating Agency and otherwise any unsecured and unsubordinated debt of the Issuer having an initial maturity of five years or more which is rated by one of the Rating Agencies; provided that if there shall be no such unsecured and unsubordinated debt of the Issuer prior to the maturity of the Notes, the holder of not less than one-quarter of the principal amount of outstanding Notes may require the Issuer to obtain and thereafter update on an annual basis a rating of the Notes from one Rating Agency. In addition, the Issuer may at any time obtain and thereafter update on an annual basis a rating of the Notes from any Rating Agency, provided that, except as provided above, the Issuer shall not have any obligation to obtain such a rating of the Notes;

"Rating Agency" means S&P and its successors or Moody's and its successors or Fitch Ratings and its successors or any other rating agency of equivalent standing specified by the Issuer from time to time in writing to the Trustee;

A "Rating Downgrade" shall be deemed to have occurred in respect of a Restructuring Event if the current rating whether provided by a Rating Agency at the invitation of the Issuer or by its own volition assigned to the Rated Securities by any Rating Agency is withdrawn and is not within the Restructuring Period replaced by a rating of another Rating Agency at least equivalent to that which was current immediately before the occurrence of the Restructuring Event or is reduced from an investment grade rating BBB-/Baa3/BBB- (or their respective equivalents for the time being) or better to a non-investment grade rating BB+/Ba1/BB+ (or their respective equivalents for the time being) or worse; provided that a Rating Downgrade otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Restructuring Event if the Rating Agency making the reduction in rating to which this definition would otherwise apply does not announce or publicly confirm or inform the Trustee in writing at its request that the reduction was the result, in whole or part, of any event or circumstance comprised in or arising as a result of, or in respect of, the applicable Restructuring Event (whether or not the applicable Restructuring Event shall have occurred at the time of the Rating Downgrade);

A "Restructuring Event" shall be deemed to have occurred at each time (whether or not approved by the Board of Directors of the Issuer) that any person or any persons acting in concert (as defined in the City Code on Takeovers and Mergers), or any persons acting on behalf of any such person(s), at any time is/are or become(s) interested (within the meaning of Part 22 of the Companies Act 2006) in (A) more than 50 per cent., of the issued or allotted ordinary share capital of the Issuer or (B) such number of shares in the capital

of the Issuer carrying more than 50 per cent., of the voting rights normally exercisable at a general meeting of the Issuer; and

"Restructuring Period" means the period ending 90 days after the public announcement of the Restructuring Event having occurred (or such longer period in which the Rated Securities or Rateable Debt, as the case may be, is or are under consideration (announced publicly within the first mentioned period) for rating review or, as the case may be, rating by a Rating Agency).