

MG01

Particulars of a mortgage or charge



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A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



What this form is NOT for

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s.

FRIDAY



LD2 06/11/2009 304

COMPANIES HOUSE

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Company details

Company number 0 0 4 4 5 7 9 0

Company name in full TESCO PLC (the "Company")

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For official use

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

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Date of creation of charge

Date of creation 0 0 1 1 2 0 0 9

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Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description An account security agreement made between the Company and Tesco Ireland Pension Trustees Limited as Trustee of the Tesco Ireland Limited Pension Plan (the "Charge").

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Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured The amount which it would be necessary for the Principal Employer (as defined below) to pay into the Scheme (as defined below), up to a maximum amount equal to the Deposit (as defined below) from time to time, to ensure that, taking into account the assets of the Scheme (as defined below) (including the security created by the Charge), it is funded to the statutory minimum funding standard under the Pensions Act (as defined below) on any date from time to time, calculated on the basis set out in section 44 of the Pensions Act (as defined below), were an actuarial funding certificate to be prepared as at any such date (the "Secured Liabilities").

Continuation page

Please use a continuation page if you need to enter more details.

MG01**Particulars of a mortgage or charge****5****Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page

Please use a continuation page if you need to enter more details.

Name Tesco Ireland Pension Trustees Limited as trustee of the

Address Tesco Ireland Limited Pension Plan of Gresham House,
Marine Road, Dun Laoghaire, Co Dublin (the "Trustee")

Postcode

Name

Address

Postcode

6**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged.

Continuation page

Please use a continuation page if you need to enter more details.

Short particulars

- 1 The Company assigned, by way of security (subject to the proviso for reassignment and/or release set out in paragraph 2 below) all of its present and future right, title, benefit and interest in and to the Account (as defined below) and the Deposit (as defined below), subject to paragraphs 3 and 4 below.
- 2 At the end of the Security Period (as defined below), the Trustee must, at the request and cost of the Company, take whatever action is necessary to reassign and/or release to the Company the Security Assets (as defined below) from the security created by the Charge.
- 3 The Account (as defined below) shall be interest bearing and interest accrued shall be payable to the Company.
- 4 Recourse of the Trustee against the Company under the Charge and any other security document shall be limited to the Deposit (as defined below).

Notes:

The Company has covenanted that, subject to paragraph 3 above, the Company must not, without the prior written consent, or at the direction of, the Trustee:

- (a) create or permit to subsist any Security Interest (as defined below) on the whole or any part of any Security Asset (as defined below); or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset (as defined below); or

- (c) make any request or demand to the Account Bank (as defined below) for the payment or repayment of all or any part of the Deposit (as defined below); or
- (d) close the Account (as defined below) or permit or agree to a variation of the rights attached to the Account (as defined below),

other than, in relation to sub-clause (a), any Security Interest (as defined below) constituted by or made pursuant to the Charge and/or in respect of any Security Asset (as defined below) which is the subject of a release under the Charge.

Defined terms used in this form shall have the following meanings:

"Account" means the blocked Euro designated account in the name of the Company with sort code 40-05-15 and account number 67851125 held at the Account Bank.

"Account Bank" means HSBC Bank plc of 8 Canada Square, London E14 5HQ or such other bank at which the Account is held pursuant to the terms of the Charge.

"Deposit" means all sums of money from time to time in or standing to the credit of the Account (including all monies representing the renewal or replacement of such deposits), all monies payable or repayable pursuant to such deposit or in respect of the account, the right to demand the same and the debt represented thereby, other than interest.

"Pensions Act" means the Pensions Act 1990 as enacted by the Government of Ireland.

"Principal Employer" means Tesco Ireland Limited of Gresham House, Marine Road, Dun Laoghaire, Co. Dublin (Registered number 19542).

"Scheme" means the Tesco Ireland Limited Pension Plan (originally known as Power Supermarkets Limited Employee Benefits Plan and subsequently called PSL Pension Plan).

"Security Assets" means all assets of the Company the subject of any security created by the Charge.

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect.

"Security Period" means the period beginning on the date of the Charge and ending on the earlier of:

- (a) date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and
- (b) the seventh anniversary of the date of the Charge, or such later period as the Company may agree in its absolute discretion (following bona fide discussions with the Trustee) if, on a date no earlier than six months and no later than one month prior to the seventh anniversary of the date of the Charge, the Trustee provides an actuarial assessment of the Scheme's funding position demonstrating that, taking into account the assets of the Scheme, without the security constituted by the Charge (or alternative arrangements), the Scheme will not be funded to the statutory minimum funding standard under the Pensions Act.

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance
or discount

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Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Signature

Please sign the form here.

Signature

Signature

X Benn Heylton Paine LLP

X

This form must be signed by a person with an interest in the registration of the charge.

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Emma Howdle-Fuller

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge,

Post town EC4R 9HA

County/Region London

Postcode E C 4 R 9 H A

Country HARD.T728.3/10921681.1

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 7760 1000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 445790
CHARGE NO. 8**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ACCOUNT SECURITY
AGREEMENT DATED 4 NOVEMBER 2009 AND CREATED BY
TESCO PLC FOR SECURING ALL SUMS DUE OR TO BECOME
DUE UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 6 NOVEMBER 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 NOVEMBER
2009**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**