

MG01

Particulars of a mortgage or charge



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

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11/01/2013

#28

COMPANIES HOUSE



→ Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

1

Company details

Company number 0 3 0 3 3 6 5 4

Company name in full Centrica PLC

2

Date of creation of charge

Date of creation d3 d1 m1 m2 y2 y0 y1 y2

3

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

A Supplemental Intragroup Receivables Charge dated 31 December 2012 between Centrica PLC and Centrica Pension Trustees Limited (the "Supplemental Intragroup Receivables Charge"), which supplements the existing Intragroup Receivables Charge

Capitalised terms not defined herein are defined in the continuation pages relating to the short particulars of the property charged

4

Amount secured

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

Amount secured

The Original Obligors (and each of them) have, pursuant to the Intragroup Receivables Charge, jointly and severally covenanted to pay, perform and discharge to the Security Trustee (as trustee for and behalf of each of the Secured Parties) on the due date or dates for payment, performance and discharge, or in the absence of any such date, forthwith upon any demand made by the Security Trustee

(i) the sum of £156,500,000 or such other sum as may from time to time be evidenced by the Covenant to Pay Memorandum, and

(ii) all other present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) of each Original Obligor and each other Obligor to the Security Trustee under or pursuant to the Intragroup Receivables Charge and any of the other Senior Finance Documents to which that Original Obligor, or as the case may be, Obligor is a party

Capitalised terms not defined herein are defined in the continuation pages relating to the short particulars of the property charged

Continuation page

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

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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 Centrica Pension Trustees Limited
Address Millstream, Maidenhead Road, Windsor, Berkshire

Postcode SL4 5GD

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

By entering into the Supplemental Intragroup Receivables Charge, Centrica PLC has charged with full title guarantee in favour of the Security Trustee (as trustee for the Secured Parties) as security for the payment and discharge, when due and payable, of the Secured Obligations, by way of first fixed charge all of Centrica PLC's right, title and interest from time to time in the Supplemental Intragroup Receivables Charged Property

"**Supplemental Intragroup Receivables Charged Property**" means the Monetary Claims arising in relation to the following three agreements, including all Related Rights

- (i) Intra-group loan between Centrica PLC as lender and Humberland Limited as borrower dated 27 December 2012,
- (ii) Intra-group loan between Centrica PLC as lender and Humberland Limited as borrower dated 27 December 2012, and
- (iii) Intra-group loan between Centrica PLC as lender and Humberland Limited as borrower dated 27 December 2012

Capitalised terms not defined herein are defined in the continuation pages relating to the short particulars of the property charged

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7 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

None

8 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 870).

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 866). 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).

9 Signature

Please sign the form here

Signature

Signature

X *Hoyon Lander International LLC* X
10 January 2013

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

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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 F2DD/ONBW/40830 00046

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
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

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Definitions and interpretation

"British Gas Services Limited" means British Gas Services Limited, a company registered in England and Wales having its registered office at Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD and with company registration number 03141243,

"British Gas Trading Limited" means British Gas Trading Limited, a company registered in England and Wales having its registered office at Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD and with company registration number 03078711,

"Centrica Barry Limited" means Centrica Barry Limited, a company registered in England and Wales having its registered office at Centrica PLC, Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD and with company registration number 04815511,

"Centrica Brigg Limited" means Centrica Brigg Limited, a company registered in England and Wales having its registered office at Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD and with company registration number 02352390,

"Centrica Energy Operations Limited" means Centrica Energy Operations Limited, a company registered in England and Wales having its registered office at Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD and with company registration number 04217941,

"Centrica Engineers Pension Scheme Trustee" means Centrica Engineers Pension Trustees Limited, a company registered in England and Wales having its registered office at Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD and with company registration number 03479986,

"Centrica Finance Limited Partnership" means Centrica Finance Limited Partnership, a limited partnership registered in Scotland with registration number SL011748 whose registered office is at 15 Justice Mill Lane, Aberdeen, AB11 6EQ, the general partner of which is Centrica Finance (Scotland) Limited,

"Centrica Finance (Scotland) Limited" means Centrica Finance (Scotland) Limited, a company registered in Scotland with registration number SC436640 whose principal place of business is IQ BUILDING 15, Justice Mill Lane, Aberdeen, AB11 6EQ,

"Centrica KL Limited" means Centrica KL Limited, a company registered in England and Wales having its registered office at Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD and with company registration number 04262243,

"Centrica KPS Limited" means Centrica KPS Limited, a company registered in England and Wales having its registered office at Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD and with company registration number 05006144,

"Centrica Langage Limited" means Centrica Langage Limited, a company registered in England and Wales having its registered office at Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD and with company registration number 03462783,

"Centrica Pension Plan Trustee" means Centrica Pension Plan Trustees Limited, a company registered in England and Wales having its registered office at Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD and with company registration number 00448278,

"Centrica Pension Scheme Trustee" means Centrica Pension Trustees Limited,

"Centrica Pension Trustees Limited" means Centrica Pension Trustees Limited, a company registered in England and Wales having its registered office at Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD and with company registration number 03479981,

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Centrica PLC" means Centrica PLC, a company registered in England and Wales having its registered office at Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD and with company registration number 03033654,

"Centrica RPS Limited" means Centrica RPS Limited, a company registered in England and Wales having its registered office at Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD and with company registration number 04713745,

"Centrica SHB Limited" means Centrica SHB Limited, a company registered in England and Wales having its registered office at Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD and with company registration number 02571241,

"Charged Property" means all the assets and undertaking of each Original Obligor which from time to time are, or are expressed to be, the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Intragroup Receivables Charge,

"Covenant to Pay Memorandum" means the covenant to pay memorandum dated 11 December 2012 between the Security Trustee, the Original Obligors (in various capacities) and Centrica Finance Limited Partnership and any replacement covenant to pay memorandum delivered from time to time by the Security Trustee,

"Debenture" means the composite debenture dated 31 March 2009 between Centrica SHB Limited, Humberland Limited and Centrica Pension Trustees Limited,

"Delegate" means any delegate, agent, attorney, or co-trustee appointed by the Security Trustee, in each case, in accordance with the provisions of the Senior Finance Documents,

"GB Gas Holdings Limited" means GB Gas Holdings Limited, a company registered in England and Wales having its registered office at Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD and with company registration number 03186121,

"Group" means Centrica PLC and its Subsidiaries from time to time,

"Humberland Limited" means Humberland Limited, a company registered in England and Wales having its registered office at Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD and with company registration number 02949541,

"Hydrocarbon Resources Limited" means Hydrocarbon Resources Limited, a company registered in England and Wales having its registered office at Millstream, Maidenhead Road, Windsor, Berkshire, SL4 5GD and with company registration number 03115179,

"Intercreditor Agreement" means the intercreditor agreement dated on 31 March 2009 as amended and restated on 31 December 2012 and made between Centrica SHB Limited, Humberland Limited, Centrica PLC and the other Original Obligors, Centrica Engineers Pension Scheme Trustee, Centrica Pension Plan Trustee, Centrica Pensions Trustees Limited and Centrica Finance Limited Partnership,

"Intragroup Receivables Charge" means the intragroup receivables charge dated 31 March 2009 between each of the Original Obligors and Centrica Pension Trustees Limited and includes each Supplemental Intragroup Receivables Charge (as defined and entered into from time to time as referred to therein),

"Monetary Claims" means any book and other debts and monetary claims owing to an Original Obligor by either Centrica SHB Limited or Humberland Limited and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any court order or judgment, any contract or agreement to which an Original Obligor is a party),

"Obligors" means Centrica SHB Limited, Humberland Limited, GB Gas Holdings Limited and all other members of the Group from time to time party to any of the Senior Finance Documents (including the Original Obligors, each member of the Group which becomes a party to the Intercreditor Agreement as an obligor in accordance with that agreement, Centrica Finance Limited Partnership (and any other Scottish limited partnership which accedes to the Intercreditor Agreement as an intragroup creditor) and each member of the Group to which Centrica SHB Limited or Humberland Limited owes any indebtedness from time to time (whether representing or on account of any loan or any other dealings or transactions whatsoever between any such persons) and which becomes a party to the Intercreditor Agreement as an intragroup creditor) (and "Obligor" shall be construed as each or any of them as the context admits or requires),

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Short particulars

"Original Obligors" means Centrica PLC, Centrica SHB Limited, Humberland Limited, GB Gas Holdings Limited, British Gas Trading Limited, Centrica Barry Limited, Centrica Brigg Limited, Centrica RPS Limited, Hydrocarbon Resources Limited, Centrica KPS Limited, Centrica KL Limited, Centrica Energy Operations Limited, Centrica Langage Limited and British Gas Services Limited (and **"Original Obligor"** shall be construed as each or any of them as the context admits or requires),

"Pension Trustees" means the Centrica Engineers Pension Scheme Trustee, the Centrica Pension Plan Trustee and the Centrica Pension Scheme Trustee (and **"Pension Trustee"** shall be construed as each or any of them as the context admits or requires),

"Receiver" means a receiver or receiver and manager or (where permitted by law) administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment,

"Related Rights" means, in relation to any asset

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, benefits, claims, contracts, warranties, remedies, securities, indemnities or covenants for title in respect of that asset, and
- (d) any moneys and proceeds paid or payable in respect of that asset,

"Secured Obligations" means the obligations of the Original Obligors to pay, perform and discharge to the Security Trustee (as trustee for and behalf of each of the Secured Parties) on the due date or dates for payment, performance and discharge, or in the absence of any such date, forthwith upon any demand made by the Security Trustee

- (a) the sum of £156,500,000 or such other sum as may from time to time be evidenced by the Covenant to Pay Memorandum, and
- (b) all other present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) of each Original Obligor and each other Obligor to the Security Trustee under or pursuant to the Intragroup Receivables Charge and any of the other Senior Finance Documents to which that Original Obligor, or as the case may be, Obligor is a party,

"Secured Parties" means the Security Trustee, any Receiver or Delegate and each Pension Trustee from time to time (and **"Secured Party"** shall be construed as each or any of them as the context admits or requires),

"Security" means a mortgage, charge, pledge, lien, assignment, hypothecation or other security interest securing any obligation of any person or any other agreement or arrangement having similar legal or commercial purpose or effect,

"Security Documents" means each of

- (a) the Debenture,
- (b) each Covenant to Pay Memorandum,
- (c) any mortgage created pursuant to the Debenture,
- (d) the Share Charge,
- (e) the Intragroup Receivables Charge,
- (f) any other document entered into at any time by any of the Obligors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the obligations covenanted to be discharged by Centrica SHB Limited and Humberland Limited pursuant to the Debenture, and
- (g) any Security granted under any covenant for further assurance in any of those documents,

"Security Trustee" means Centrica Pension Trustees Limited, as trustee for the Secured Parties on the terms and conditions set out in the Senior Finance Documents,

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Please give the short particulars of the property mortgaged or charged

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"Senior Finance Documents" means, together

- (a) the Intercreditor Agreement, and
- (b) the Security Documents,

"Share Charge" means the share charge dated on 31 March 2009 between GB Gas Holdings Limited and Centrica Pensions Trustees Limited,

"Subsidiaries" means in relation to any company or corporation, a company or corporation

- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation,
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation, or
- (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,
And for this purpose, a company or corporation shall be treated as being controlled by another if that company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body, and

"Supplemental Intragroup Receivables Charge" means the Supplemental Intragroup Receivables Charge dated 31 December 2012 between Centrica PLC and Centrica Pension Trustees Limited as Security Trustee which supplements the Intragroup Receivables Charge, as described in Box 3 above

References to

- (a) the **"Security Trustee"**, Centrica PLC or any of the **"Secured Parties"**, or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Trustee, any person for the time being appointed as Security Trustee or Security Trustees in accordance with the Intercreditor Agreement, and
- (b) any agreement or instrument is a reference to that agreement or instrument as amended (however fundamentally), novated, supplemented, restated or replaced



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3033654
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL INTRAGROUP
RECEIVABLES CHARGE DATED 31 DECEMBER 2012 AND
CREATED BY CENTRICA PLC FOR SECURING £156,500,000 AND
ALL OTHER MONIES DUE OR TO BECOME DUE FROM EACH
ORIGINAL OBLIGOR AND EACH OTHER OBLIGOR TO THE
SECURITY TRUSTEE ON ANY ACCOUNT WHATSOEVER 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 11 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 JANUARY
2013

Dx



Companies House



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