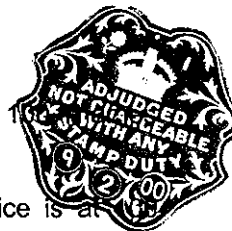


## Agreement for Purchase of Business

This Agreement is made on 14th December, 1999 between

- (1) BG Transco plc (Registered Number 2006000) whose registered office is at Valley Park Drive, Reading, Berkshire RG6 1PT (the "Vendor"); and
- (2) BG Storage Limited (Registered Number 3294124) whose registered office is at Thames Valley Park Drive, Reading, Berkshire, RG6 1PT (the "Purchaser").



Whereas the Vendor has agreed to sell and the Purchaser has agreed to purchase the Business as a going concern (except as herein mentioned) with effect from the Transfer Date, the Purchaser being a wholly-owned subsidiary of the Vendor and a member of the same group as the Vendor as defined in section 43 Value Added Tax Act 1994.

It is agreed as follows:

### 1 Interpretation

- 1.1 In this Agreement, including the Schedules, the headings shall not affect its interpretation and, unless the context otherwise requires:

"**Agreed Terms**" means in relation to any document, such document in the terms agreed between the parties and for the purpose of identification initialled by or on behalf of each of the parties and referred to in an Agreement relating to the purchase of part of the business of the Vendor known as BG Property Division dated on or about 10 December 1999 and entered into between the Vendor and BG Property Holdings Limited and listed in Schedule 17;

"**Associate**" means the common ultimate holding company from time to time of the parties to this Agreement (so long as they have a common ultimate holding company) and any wholly-owned direct or indirect subsidiary of such common ultimate holding company, the terms "**holding company**" and "**subsidiary**" shall have the meanings set out in the Companies Act 1985 and the term "**party**" shall include any successor or permitted assignee of the rights of a party to this Agreement;

"**Assumed Employment Liabilities**" means anything that falls within the indemnity set out in paragraph 4 of Part 2 of Schedule 6;

"**Assumed Liabilities**" means the Assumed Employment Liabilities and all the Liabilities of the Vendor (to the extent that the same are to be assumed by the Purchaser under Clause 4 of this Agreement);

"**Assurance**" means the relevant transfer, conveyance, disposition or assignment as the case may be of each of the Properties (or any one or more of the Properties) to the Purchaser in the form of one of the drafts in the Agreed Terms marked 1 or 2 (save in relation to the Easington Property and the Hornsea Property where the relevant assurances will be in the form of the drafts annexed as Annex D with such amendments as the parties may agree);

"**AT Link**" means the computer system operated by the Vendor and UK Link users to support energy balancing and other related processes as defined in the Network Code;

**"BGIP Agreement"** means the sale and purchase agreement dated on or about the date hereof between the Vendor and BG Intellectual Property Limited (2842953) relating to the purchase of part of the business of the Vendor relating to intellectual property;

**"British Gas Marks"** means all trade marks and names consisting of or including the words "British Gas", whether separately or in combination, including all the registrations and the benefit of all applications for registration of those marks and names and the goodwill associated with them;

**"Business"** means the entire business of the provision of natural gas injection, storage and delivery services and all activities ancillary thereto (including those referred to in Part 3 of Schedule 12), as such business is carried on by the Vendor at the Transfer Date by the business unit known as **"BG Storage"** including, without limitation, the assets identified in Clause 3 and the Assumed Liabilities but excluding always the Excluded Business, the Excluded Assets, the Excluded Liabilities and the Excluded Properties;

**"Business Assets"** means the assets (other than Intellectual Property) used in the Business;

**"Business Day"** means a day, other than a Saturday or Sunday, when clearing banks in England are open for business;

**"Cash Balances"** means any cash in hand or credited to any account with a bank at the Transfer Date, to the extent that the Cash Balance relates to the Business;

**"Claims"** means all rights and claims of the Vendor arising at any time (whether before or after the date hereof) out of or in connection with the Business (whether arising under any warranties, conditions, guarantees, indemnities, insurance policies, contracts, agreements (in each case whether express or implied) or otherwise howsoever);

**"Commercial Licence Agreements"** means agreements granting rights on arm's length terms to persons other than Associates under Registrable and/or Unregistrable Intellectual Property;

**"Conditional Sale Agreements"** means any land agreements which have not yet completed including an Agreement relating to Field Numbers NG 2000 and NG 2001, Aldbrough, East Riding of Yorkshire dated 7 December 1999 and made between Dorothy Anne Wheeler (1), BG plc (2), Aldbrough Gas Storage Company Limited (3) and Geoffrey Allan North and Kenneth Frederick Bradshaw (4);

**"Confidential Information"** shall have the meaning ascribed to it in Clause 25 headed "Confidentiality";

**"Consideration Shares"** means the Ordinary Shares of the Purchaser to be allotted and issued to the Vendor pursuant to Clause 6 in consideration for the transfer of the Business;

**"Contracts"** means (i) the Sale Contracts and the Supplier Contracts and (ii) the agreements and arrangements referred to in Part 3 of Schedule 12 and (iii) all other contracts, undertakings, arrangements, agreements, leases and licences (but not, for the avoidance of doubt only, the PGT Licence) entered into by or on behalf of the Vendor prior to the Transfer Date exclusively in connection with the Business in each case to the extent that the same remain to be completed or performed or remain in force at the Transfer Date including the Conditional Sale Agreements, the Planning Agreements, the Grants and the Joint Venture Agreements but in each case excluding any such relating to the Excluded

Properties and also excluding any guarantee entered into by the Vendor in connection with the Business. A non-exhaustive list of the Contracts is set out in Schedule 12;

**"Cross-licensing terms"** means the terms set out in Clause 15.4 of this Agreement;

**"Debts"** means all book and other debts (whether invoiced or not) owing to the Vendor in connection with the Business as at the Transfer Date or at any time thereafter;

**"Deed of Easement"** means the document in the Agreed Terms marked 18;

**"Easington Property"** means that Freehold Property and Leasehold Property at Easington Gas Terminal referred to in Schedule 5;

**"Excluded Assets"** means any Registrable Intellectual Property, those assets set out in Schedule 1 Part A as more particularly identified on the plans attached as Annex A and initialled by Bill Carr on behalf of the Purchaser and Chris Schroeder on behalf of the Vendor in relation to the Vendor's assets (excluding those assets identified on the said plans in red), (together with the telecommunications masts at any of the sites operated by the Purchaser) and any assets employed exclusively in the Excluded Business, a non-exhaustive list of which is set out in Schedule 1 Part B;

**"Excluded Business"** means the business of the provision of natural gas, injection, storage and delivery services as carried on by the Vendor exclusively in respect of the LNG Sites at the Transfer Date under the name 'BG Storage and together with linepack and diurnal storage;

**"Excluded Employment Liabilities"** means anything falling within the indemnity set out in paragraph 5 of Part 2 of Schedule 6;

**"Excluded Environmental Liabilities"** shall have the meaning set out in Schedule 3;

**"Excluded Indemnity Agreement Liabilities"** means any "Employee Claim" as that term is defined in paragraph 1 of Schedule 2 of an Indemnity Agreement dated 10 January 1997 between British Gas plc and Centrica plc (the "Indemnity Agreement") which includes, for the avoidance of doubt (and in the circumstances therein described), "Employee Claims" in respect of contractual access to pension schemes relating to the number of hours worked per week by any "Employee" (as that term is defined in the Indemnity Agreement);

**"Excluded Liabilities"** means the Excluded Employment Liabilities, any liabilities relating to Tax to the extent that the same relate to or are in respect of the period prior to the Transfer Date, the Excluded Environmental Liabilities, any other liabilities which are not to be assumed by the Purchaser pursuant to this Agreement (and, in particular, but without prejudice to the foregoing generality, Clause 5) and those liabilities which relate to the Excluded Business, to the extent that they so relate;

**"Excluded Properties"** means those properties set out in Schedule 1, Part C;

**"Freehold Properties"** means all freehold properties vested in the Vendor and used by the Vendor and intended to be used by the Purchaser in connection with the Business following the Transfer Date, an exhaustive list of which is set out in Part 1 of Schedule 5;;

**"Grants"** means any grants in respect of the Properties;

**"HSC"** means a Hazardous Substances Consent required by Section 4 of the Planning (Hazardous Substances) Act 1990 (as amended);

**"Hornsea Property"** means that Freehold Property and Leasehold Property at Driffeld referred to in Schedule 5;

**"Information Technology"** means all information technology (including software) and telecommunications equipment and systems, whether fixed or portable, and including all IT infrastructure and connections used in the Business but shall not include AT Link;

**"Intellectual Property"** means Registrable Intellectual Property and Unregistrable Intellectual Property;

**"Joint Venture Agreements"** means the agreements listed in Schedule 15;

**"Leasehold Properties"** means all leasehold properties vested in the Vendor used by the Vendor and intended to be used by the Purchaser in connection with the Business following the Transfer Date, an exhaustive list of which is set out in Part 2 of Schedule 5;

**"Liabilities"** means all liabilities, duties and obligations of every description, whether deriving from contract, common law, statute or otherwise, whether, actual or contingent, ascertained or unascertained and whether owed or incurred severally or jointly and as principal or surety and **"Liability"** means any one of them;

**"LNG Sites"** means those LNG Storage Facilities identified in Part C of Schedule 1;

**"Losses"** means all losses, liabilities, costs (including without limitation legal costs), charges, expenses, actions, proceedings, claims and demands of every description;

**"Network Code"** means the contractual framework governing the use of the Vendor's gas transportation system between the Vendor, as operator of the system, and shippers of gas using that system;

**"Office Equipment"** means all loose or severable items of office equipment, furniture and furnishings (but excluding fixed, non-severable equipment forming part of the Properties and the Information Technology) used or intended by the parties to be used in connection with the Business at the Transfer Date;

**"Open Market Value"** means the best price at which the sale of a Property could be completed unconditionally for cash consideration on the date of valuation assuming:

- (i) a willing seller;
- (ii) that, prior to the date of valuation, there has been a reasonable period (having regard to the nature of the property and the state of the market) for the proper marketing of the interest for the agreement of the price and terms and for the completion of the sale;
- (iii) that the state of the market, level of values and other circumstances were, on any earlier assumed date of exchange of contracts, the same as on the date of valuation;
- (iv) that no account is taken of any additional bid by a prospective purchaser with a special interest; and
- (v) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;

and having regard to the environmental state and condition of the Property;

**"Originator"** means in relation to Intellectual Property which comes into existence before, on or after the Transfer Date, unless otherwise agreed between the relevant Associates in any particular case, the Associate which created that Intellectual Property or acquired that Intellectual Property on an arm's length basis. If an item of Intellectual Property is created or acquired by more than one Associate, the relevant Associates shall be regarded as joint Originators in equal shares (in respect of Intellectual Property which came into existence before the Transfer Date) or in proportion to their contribution (in respect of Intellectual Property which came into existence on or after the Transfer Date). As a guide to interpretation, an Associate shall be regarded as creating Intellectual Property if its employees were the inventors of a patentable invention, the authors of a copyright work, the designers of a design, or the developers of know-how. In the case of trade marks, the Associate on whose behalf the mark was created shall be regarded as its creator;

**"Pipelines"** means the pipelines and ancillary equipment and rights owned by or granted to the Vendor and used in connection with the Business at the Transfer Date, which, for the avoidance of doubt are both on land owned, controlled or occupied by the Purchaser and on the Purchaser's side of the Storage Connection Point together with any ancillary rights attaching to those pipelines;

**"PGT Licence"** means the public gas transporter licence treated as granted under section 7 of the Gas Act 1986 (as amended) to the Vendor by which the Vendor is authorised to transport gas;

**"Planning Agreement"** means any agreement or undertaking affecting any of the Properties entered into pursuant to Section 106 of the Town and Country Planning Act 1990 (as substituted by Section 12 of the Planning and Compensation Act 1991) and/or Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and/or Section 38 or 278 of the Highways Act 1980 and/or Section 111 of the Local Government Act 1972 or any provision to the same or similar intent;

**"Plant and Machinery"** means all plant and machinery, tools and other equipment (excluding the Office Equipment, the Information Technology and the Excluded Assets) used or intended by the parties to be used in connection with the Business at the Transfer Date and any such equipment, plant or machinery at any of the Properties shall be treated as Plant and Machinery for the purposes of this Agreement whether or not it is attached to the Properties or the land or buildings and, for the avoidance of doubt, such equipment, plant or machinery shall not form part of the Properties and shall at all times be deemed to be separate from the Properties and to be incapable of attachment or annexation to them;

**"Properties"** means the Freehold Properties and the Leasehold Properties and **"Property"** shall mean any one of them;

**"Purchaser's Intellectual Property"** means Intellectual Property which is owned by or on behalf of the Purchaser from time to time;

**"Registrable Intellectual Property"** means (a) patents, registered utility models, registered trade and service marks, registered designs, design patents, and all other intellectual property rights which are patented or registered in any part of the world, except copyright registrations; (b) applications for any of the above rights; and (c) inventions, brands, trading names, logos, designs, models, and all other things which are in principle capable of protection by any of the above rights or by common law or by action for unfair competition or the like in any part of the world provided that copyright works (including computer software) shall be deemed not to be Registrable Intellectual Property even in

those countries in which copyright can be registered. Without limiting the generality of that definition, Registrable Intellectual Property includes (i) the registrations and applications listed in Schedule 11 of the BGIP Agreement and (ii) the "British Gas" Marks, whether or not registered or registrable. However, trade mark applications and registrations in Poland or Turkey are excluded from this definition;

**"Regulatory Purposes"** means the things which the Vendor is required to do by statute, by the terms of its PGT Licence, or by any statutory or regulatory body having authority over its gas transportation or LNG storage business;

**"Relevant Employees"** means those employees of any member of the Vendor's Group who are immediately prior to the Transfer Date employed in or assigned to the Business (but not the Excluded Business), identified in Part 1 of Schedule 6, A;

**"Retained Land"** means the land of the Vendor adjoining the Properties to be retained by the Vendor after the transfer of the legal interest in the Properties to the Purchaser;

**"Reversioner"** means any landlord or other party whose consent is required to the assignment or transfer of a Leasehold Property;

**"Reversioner Consent"** means the appropriate consent or licence from a Reversioner;

**"Sale Contracts"** means all contracts entered into prior to the Transfer Date by or on behalf of the Vendor for the sale of storage capacity at any of the Rough and Hornsea storage facilities, including without limitation those set out in Part 1 of Schedule 12, to the extent that at the Transfer Date the same remain to be completed or performed;

**"Shared Contracts"** means contracts or commitments, which have not yet terminated, entered into prior to the Transfer Date by or on behalf of the Vendor for the supply of rights, good or services where more than one member (or former member) of the Vendor's Group (whether or not including the Vendor) receive the benefit under such contract or commitment. A non-exhaustive list of all Shared Contracts (whether or not relating to the Business) is set out in Part 1 of Schedule 9;

**"Storage Connection Point"** shall carry the same meaning as defined in the Storage Connection Agreements between the Vendor and the Purchaser in respect of the Rough and Hornsea storage facilities;

**"Supplier Contracts"** means all contracts entered into prior to the Transfer Date by or on behalf of the Vendor with suppliers in connection with the Business (i) for the purchase of goods or services to the extent that at the Transfer Date the same remain to be completed or performed or (ii) for the hiring, renting or other method of obtaining, Office Equipment or Plant and Machinery which remain in force at the Transfer Date including, without limitation, the contracts listed at Part 2 of Schedule 12;

**"Target Date"** means 30 June 2000 (or such later date as may be agreed in writing between the Vendor and the Purchaser);

**"Taxation" or "Tax"** means all forms of taxation, in any jurisdiction or country whatsoever, whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies (including without limitation social security contributions and any other payroll taxes), whenever and wherever imposed (whether imposed by way of a withholding or

deduction for or on account of tax or otherwise) and in respect of any person and all penalties, charges, costs and interest relating thereto;

**"Third Party Consents"** means all (but not limited to) consents, licences, approvals, permits, authorisations or waivers required from third parties for the conveyance, transfer, assignment, disposition, novation, letting or underletting (including all Reversioner Consents, waste management licences and discharge licences) in favour of the Purchaser and/or the relevant tenant of any of the Properties and **"Third Party Consent"** means any one of them;

**"Transco Trade Marks"** means trade marks which consist of or include the word "Transco";

**"Transfer Date"** means 06:00 hours on 14 December 1999;

**"Transfer Value"** means the aggregate of the values at which the assets comprised in the Business as set out in Clause 3 are established in the books of account of the Vendor as at the Transfer Date less the aggregate amount as appearing in the said books of account as at the Transfer Date of the Assumed Liabilities. For the avoidance of doubt there shall be excluded from such valuation the Excluded Business, the Excluded Assets, the Excluded Liabilities and the Excluded Properties;

**"Unregistrable Intellectual Property"** means all intellectual property other than Registrable Intellectual Property or British Gas Marks, and includes without limitation know-how and confidential technical and commercial information (however recorded) to the extent that it is not Registrable Intellectual Property;

**"Vendor's Books and Data"** means the books and data to the extent that they relate to the Business in the possession or control of the Vendor at the Transfer Date and the books and data relating exclusively to the Relevant Employees in the possession or control of the Vendor at the Transfer Date; and

**"Vendor's Group"** means the Vendor and any subsidiary of the Vendor from time to time.

1.2 References to the words **"company"**, **"subsidiary"** and **"holding company"** shall have the same meanings in this Agreement as in the Companies Act 1985 (as amended, modified or re-enacted from time to time).

1.3 In this Agreement:

1.3.1 a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;

1.3.2 a reference to the masculine gender includes the feminine gender and vice versa;

1.3.3 the singular includes the plural and vice versa; and

1.3.4 a reference to a recital, Clause, Schedule or Annex is to a recital, clause, schedule of or to or Annex of or to this Agreement.

## **2 Clause Left Deliberately Blank**

### **3 Sale**

- 3.1 The Vendor shall sell with such title as it has or (to the extent relevant) procure the sale, and the Purchaser shall purchase (except as provided in this Agreement) as at the Transfer Date the whole of the Business as a going concern.
- 3.2 Without prejudice to the generality of Clause 3.1 or to Clause 3.3, there shall be included in the sale under this Agreement such rights (if any) as the Vendor has in the following:
- 3.2.1 the Business Assets;
  - 3.2.2 the Contracts (on the terms set out in Clause 7);
  - 3.2.3 the Properties (on the terms set out in Clause 8) subject to and with the benefit of all interests (including any third party occupational interests), encumbrances, obligations, covenants, easements, rights and restrictions as subsist at the Transfer Date or created at any time thereafter by the Purchaser or the Vendor at the request and direction of the Purchaser;
  - 3.2.4 the Information Technology;
  - 3.2.5 the Office Equipment (except to the extent that it is an Excluded Asset);
  - 3.2.6 the Pipelines;
  - 3.2.7 such of the Unregisterable Intellectual Property as is used primarily in the Business;
  - 3.2.8 the Plant and Machinery (except to the extent that it is an Excluded Asset);
  - 3.2.9 the Vendor's Books and Data;
  - 3.2.10 the Relevant Employees;
  - 3.2.11 the benefit (so far as the same can lawfully be assigned or transferred to or held in trust for the Purchaser) of the Claims;
  - 3.2.12 the Debts;
  - 3.2.13 the Cash Balances;
  - 3.2.14 the goodwill attaching to the Business; and
  - 3.2.15 all other property, rights and assets used, enjoyed or exercised or intended to be used, enjoyed or exercised in connection with the Business.
- 3.3 Nothing in this Agreement shall transfer, or be deemed to transfer, any part of the Excluded Business, or any of (or any right or liability in respect of) the Excluded Assets, the Excluded Liabilities or the Excluded Properties.

### **4 Assumption of Liabilities by the Purchaser**

- 4.1 Save for any Excluded Liabilities, this Agreement shall transfer to the Purchaser and shall constitute acceptance and assumption by the Purchaser of all the obligations and Liabilities of whatever nature of the Business (irrespective of whether at that time the Business was known as "**BG Storage**" or other similar name) existing prior to the Transfer Date and including in respect of circumstances or events in existence prior to the Transfer



Date notwithstanding that the obligation or liability does not become known until after the Transfer Date.

- 4.2 In particular, this Agreement shall transfer to the Purchaser the liabilities of the Vendor in respect of the Undertakings by the Vendor to the Director General of Gas Supply (the "Director") dated 18 February 1999 (the "Undertakings") and the Purchaser shall comply with the provisions of the Undertakings (with the exception of Paragraph 18 of the Undertakings) as if the Purchaser had given such Undertakings to the Director.

## 5 Excluded Assets and Liabilities

Nothing in this Agreement shall transfer or be deemed to transfer to the Purchaser or constitute or be deemed to constitute an acceptance or assumption by the Purchaser of:

- 5.1 the Excluded Liabilities (if any); or  
5.2 the Excluded Assets (if any).

## 6 Consideration

- 6.1 The consideration for the sale shall be:

- 6.1.1 the allotment and issue to the Vendor, credited as fully paid, of 243,256,730 Ordinary Shares of £1 each of the Purchaser; and  
6.1.2 an amount of £220,000,000 to be left outstanding on intra-group loan account until the Vendor gives reasonable notice to the Purchaser demanding payment of the same.

- 6.2 The Purchaser hereby consents to the debt owed by it to the Vendor pursuant to Clause 6.1.2 being sold or otherwise transferred by the Vendor to any other party.

## 7 Contracts

- 7.1 With effect from the Transfer Date the Vendor shall, so far as may be possible (provided that nothing contained in this Agreement shall or shall be deemed to operate as such a novation or assignment as would or might give rise to any termination or forfeiture of any benefit, right or interest of any person in any of the Contracts in question or breach of the Gas Act 1986 (as amended), the PGT Licence or any other Regulatory Purposes), novate or, if the Vendor is unable (having used its reasonable endeavours) to novate any Contract, assign to the Purchaser and the Purchaser shall accept a novation or an assignment of the benefit and burden of the Contracts. Accordingly, the Purchaser agrees that it shall, with effect from the Transfer Date, carry out and complete for its own account the Contracts to the extent that the same have not previously been performed.
- 7.2 Insofar as the benefit or burden of the Contracts referred to in Clause 7.1 above cannot effectively be novated or assigned or otherwise transferred to the Purchaser without the agreement of a third party or parties:
- 7.2.1 the Vendor and the Purchaser shall use their respective reasonable endeavours to procure such agreement to the novation or assignment or other transfer of the same as soon as reasonably practicable and, in any event, by the time that the parties shall cease to have the same ultimate holding company, and the Vendor and the Purchaser agree that they shall meet from time to time in order to plan the most appropriate way of achieving such novations, assignments or transfers; and

- 7.2.2 until any such Contracts shall be novated or assigned or otherwise transferred the Purchaser shall perform all the obligations and liabilities of the Vendor thereunder and shall indemnify the Vendor against all costs, proceedings, claims, demands and expenses which may be incurred by the Vendor to the extent that the same arises as a result of any failure by the Purchaser of its obligations under this Clause 7.2.2; and
- 7.2.3 unless and until any such Contracts shall be novated or assigned or otherwise transferred the full benefit of all contractual rights, benefits and claims thereunder, whether arising before or after the Transfer Date shall vest in and be held on trust by the Vendor for the Purchaser and its successors in title absolutely; and
- 7.2.4 until any such Contracts shall be novated or assigned or otherwise transferred the Vendor shall act in connection with the Contracts in all respects as the Purchaser may from time to time reasonably direct and shall give to the Purchaser all reasonable assistance within its power to enforce the Contracts against the other contracting parties and the Purchaser shall reimburse to the Vendor all reasonable costs which the Vendor properly incurs in giving such assistance.
- 7.3 To the extent that any payment is made to the Vendor in respect of the Contracts after the Transfer Date (other than a payment of value added tax attributable to a supply made before the Transfer Date), the Vendor shall receive the same as trustee for the Purchaser absolutely, shall record such payment separately in its books and shall account, as soon as reasonably practicable, to the Purchaser for the same.

## **8 Properties**

### **8.1 Title and Transfer of Legal Ownership**

- 8.1.1 Subject to the provisions of Clause 8.2 on, or as soon as reasonably practicable after, the Transfer Date, and with the intention of completing the transfer of all the Vendor's legal interests in the Properties to the Purchaser by the Target Date, the Vendor and the Purchaser shall execute, or use all reasonable endeavours to procure the execution of, all Assurances in one of the Agreed Terms documents as appropriate with such amendments as the parties may agree, licences, and other documents as are required to transfer the legal interests in the Properties to the Purchaser and completion and delivery of such Assurances, licences and other documents to the Purchaser shall occur as quickly as reasonably practicable on a Property by Property basis.
- 8.1.2 The specific rights to be granted or reserved and any covenants, burdens or restrictions to be included in any Assurance shall be such as are reasonably necessary for the use and enjoyment of the Properties and the Retained Land having regard to the need, if appropriate, to obtain Third Party Consents and/or HSCs or to comply with the conditions thereof and any dispute between the parties in this respect shall be determined in accordance with Clause 24.
- 8.1.3 Until legal interests in the Properties shall be transferred to the Purchaser, the Vendor shall deliver to the Purchaser as soon as reasonably possible after receipt any notice or other document concerning or relating to any Property and the Purchaser shall (unless and save to the extent that it is prevented from doing so by the terms of the document creating or giving rise to such obligation or liability or by any part to such document) perform all the obligations and liabilities of the Vendor

relating to the Properties (including, where relevant, obligations and liabilities arising under any lease of the Properties) and shall indemnify the Vendor against all costs, proceedings, liabilities, claims, demands and expenses which may be incurred by the Vendor as a result of any failure by the Purchaser of its obligations under this Clause 8.1.3.

- 8.1.4 Until legal interests in the Properties shall be transferred to the Purchaser and until the transfer of the legal ownership to the Purchaser has been registered at HM Land Registry or other relevant registry or register, the full benefit of all rights, benefits and claims relating to the Properties, whether arising before or after the Transfer Date shall vest in the Purchaser and be held on trust by the Vendor for the Purchaser and its successors in title absolutely. The Vendor shall serve such notices, bring such proceedings, make such claims and demands and take such action in its own name as the Purchaser may reasonably require and the Purchaser shall indemnify and keep the Vendor indemnified against all costs, claims, proceedings and liabilities in respect thereof.
- 8.1.5 Except as otherwise expressly provided in this Agreement, no warranties, indemnities, representations or undertakings (in any case, express implied or otherwise) with regard to the Properties (or the extent of any title vested in the Vendor) are given by the Vendor nor are the same to be implied by virtue of the Vendor entering into this Agreement or any other document in the Agreed Terms or executing any instrument pursuant hereto or thereto or selling, transferring, granting or agreeing to sell, transfer or grant any interest in a Property pursuant hereto or thereto and the Purchaser shall accept without enquiry, requisition or objection such title as the Vendor may have in the Property.
- 8.1.6 The Vendor shall transfer the Properties with Limited Title Guarantee unless the parties agree otherwise in respect of all or any one of such Properties.
- 8.1.7 The Properties are sold together with all easements, servitudes, rights and licences appurtenant thereto and all buildings structures and fixed plant machinery and equipment thereon except:
- (i) property belonging to the suppliers of gas, water, electricity, telecommunications or other services; and
  - (ii) landlord's fixtures and fittings on any of the Leasehold Properties; and
  - (iii) tenant's and trade fixtures and fittings on any part of any Property that is subject to any lease or tenancy in favour of a third party
- but subject to all easements, servitudes, rent charges, covenants, burdens, conditions, leases, tenancies, licences, agreements and other matters affecting the same and the Leasehold Properties are sold subject also to the rents, covenants, obligations and conditions reserved by or contained in the leases under which they are held.
- 8.1.8
- (i) Subject to the provisions of Clauses 8.1.2 and 8.1.3, the Purchaser shall with effect from the Transfer Date be entitled to dispose of, lease, manage or deal with the Properties as the Purchaser considers appropriate and to enable the Purchaser to so deal with the Properties the Vendor shall

(subject to the Vendor being reasonably satisfied that the Vendor's entitlement to any rights referred to in this Agreement have been adequately protected), until legal interests have been transferred to the Purchaser and registered at H.M. Land Registry, at the Purchaser's cost, expeditiously execute such assurances or other documents as may be appropriate and afford to the Purchaser such assistance as the Purchaser may reasonably require and which is within the Vendor's control to enable the Purchaser to so deal with the Properties;

- (ii) The Purchaser shall use reasonable endeavours to notify the Vendor as soon as reasonably practicable (but without being legally liable for failure to do so) following agreement in principle being reached to dispose of or leave any of the Properties.

**8.1.9** In respect of all the Properties the Vendor shall at the Purchaser's cost save for incidental and internal costs from time to time execute such further Assurances and afford to the Purchaser such assistance as the Purchaser may reasonably require and which is within the Vendor's control and which does not cause the Vendor to be in breach of the Gas Act 1986 (as amended), the PGT Licence or any other Regulatory Purposes, and in particular but without limitation shall co-operate with the Purchaser to improve and perfect any title and to facilitate registration of title to any of the Properties including the provision of statutory declarations in respect of Properties whose titles are missing, incomplete or ambiguous and shall assist in depositing any relevant land or other certificates or documents at H M Land Registry or other relevant registry or register and in replying to any requisitions raised by H M Land Registry or other relevant Land Registry or register.

**8.1.10** The rights to be granted or reserved for inclusion in any Assurance of a Leasehold Property as the case may be shall be such as are reasonably necessary for the use and enjoyment of the Property and any land retained by the Vendor and which the Vendor has the right to grant and any dispute between the parties in this respect shall be determined in accordance with Clause 24.

**8.1.11** The Assurances of the Properties shall exclude the Excluded Assets.

## **8.2 HSCs**

In relation to the Easington Property and the Hornsea Property no transfer of the Vendor's legal interests in the said Properties is to be effected until a new HSC has been obtained (where necessary) for the said Properties and the Retained Land (or an existing HSC has been modified) and so that the HSCs for the said Properties and the Retained Land may not be revoked and with the object of transferring the legal interests in the Properties by or before the Target Date, the Vendor shall forthwith submit such applications as are necessary to obtain such HSC or modification under the provisions of Clause 9 and the Vendor hereby undertakes to submit all relevant applications by 31 March 2000 (or such later date as may be agreed in writing between the Vendor and the Purchaser).

## **8.3 Application for Third Party Consents**

**8.3.1** The Vendor shall at its own expense use all reasonable endeavours to obtain all Third Party Consents as soon as practicable after the date hereof, and in any event on or before the Target Date and shall keep the Purchaser informed of progress. A Third Party Consent shall be deemed to have been obtained only when all

requirements of the relevant third party or parties have been complied with. The Purchaser shall promptly supply such information and references regarding the financial position of the Purchaser as may be reasonably requested by any relevant third party in connection therewith and shall enter into such undertakings or use its reasonable endeavours to procure from its immediate holding company a parent company guarantee in favour of any relevant third party as may be reasonably requested in respect of any liabilities or obligations to which the Purchaser will become subject or will incur on conveyance, transfer, assignment, novation or disposition.

- 8.3.2 The Vendor and the Purchaser shall each notify the other as soon as any Reversioner Consent is obtained and thereafter the Vendor will forthwith execute and deliver to the Purchaser the appropriate Assurance and where required the Purchaser shall execute such Assurance as soon as reasonably possible.
- 8.3.3 Where a Reversioner Consent in respect of any Property has not been obtained on or before 1 October 2000, or such later date as the parties may agree in writing, the parties will discuss and use all reasonable endeavours to agree alternative arrangements acceptable to the relevant landlord for the relevant party to remain in occupation of the relevant Property including but without limitation the grant of a sub-lease to the Purchaser, reliance on licences or group sharing provisions (where relevant) but if the parties are unable to agree such alternative arrangements then either party may serve not less than 30 days' notice on the other in respect of any such Property and upon expiry of such notice, the provisions of this Clause 8 shall cease to have effect in respect of such Property and upon expiry of such notice the Purchaser shall forthwith vacate such Property and such Property will be excluded from the sale and the Vendor and the Purchaser shall execute such document as is necessary to transfer back to the Vendor the beneficial interest in the Property. In consideration of such transfer, the Vendor shall pay to the Purchaser the Open Market Value of such Property, if positive. For the avoidance of doubt, the Purchaser shall not be obliged to pay to the Vendor any consideration if such value is negative.
- 8.3.4 Without prejudice to the generality of the foregoing, in the event that any Reversioner shall successfully pursue any proceedings for forfeiture of any of the leases under which such Property is held on the grounds that the Purchaser has been given possession or occupation of such Property as a result of the implementation of the provisions of this Agreement, the parties will discuss and use all reasonable endeavours to agree a suitable course of action including, if appropriate, such action as may be necessary to try and obtain relief from forfeiture but if this is unsuccessful the provision of this Clause 8 shall cease to have effect in respect of such Property and the provisions of Clause 8.3.3 shall apply *mutatis mutandis* in relation to that Property.
- 8.4 With effect from the Transfer Date and pending receipt (where relevant) of the relevant Reversioner Consent or other third party consents and until the transfer of the legal ownership to the Purchaser has been registered at HM Land Registry or other relevant registry or register, the Purchaser may at any time after the Transfer Date go into occupation of any of the Properties, as licensee of the Vendor and subject to the following provisions:

- 8.4.1 the Purchaser shall pay, or indemnify the Vendor against, all outgoings and expenses relating thereto arising after the Transfer Date;
- 8.4.2 the Purchaser shall be entitled to income arising from the Properties after the Transfer Date; and
- 8.4.3 the Purchaser shall indemnify the Vendor against all losses, costs, claims, liabilities demands or expenses arising from the possession or occupation of such Property by the Purchaser and in particular (but without limitation) will observe and perform all the covenants and conditions contained or referred to in any relevant lease of the Property.

## **8.5 Deeds of Easement**

- 8.5.1 The Purchaser and the Vendor will enter into such Deeds of Easement (with such amendments as the parties may agree) as may be reasonably necessary for the use and enjoyment of any of the Properties, the Retained Land or any properties owned by any member of the Vendor's Group and the Vendor shall use reasonable endeavours to procure where relevant that such member enters into such deeds as appropriate;
- 8.5.2 Where pipelines owned by the Vendor or any member of the Vendor's Group cross the Properties, the Purchaser and the Vendor will enter into (or the Vendor will use reasonable endeavours to procure where relevant that such member will enter into) such Deeds of Easement (with such amendments as the parties may agree) as may be reasonably necessary for the use, maintenance and repair of and access to such pipelines.

## **8.6 Uncompleted Acquisitions**

- 8.6.1 Where, before or at the Transfer Date, the Vendor has exchanged contracts for the disposal (including any Conditional Sale Agreement) of a Property or any interest therein, but the transfer of the legal interest has not been completed, the Vendor shall, subject to reimbursement by the Purchaser of the costs and liabilities properly incurred by the Vendor, act as the Purchaser shall direct and the proceeds therefrom shall belong to the Purchaser.
- 8.6.2 Where, before or at the Transfer Date, exchange of contracts has been effected for the acquisition of a Property or any interest therein at the request of the Purchaser but the transfer of the legal estate has not been completed, such acquisition shall be completed in the name of the Vendor or (if the other party to the contract or Conditional Sale Agreement agrees) in the name of the Purchaser and, in such latter case, such Property shall not be transferred to the Purchaser pursuant to this Agreement.

## **9 Licences and Consents**

- 9.1.1 Subject to Clauses 9.1.2 and 9.5, the Vendor and the Purchaser shall forthwith use their respective reasonable endeavours to transfer or procure the transfer or reissue or modification or surrender of any existing Third Party Consents or other licences, consents, permits or authorisations relating to the ownership, use and occupation of any Property or the operations conducted thereon or therefrom with the intent that such transfer, reissue, modification or surrender shall take place as soon as reasonably practicable after the Transfer Date with the intent of completing

the transfer of the legal interest in each Property to the Purchaser by the Target Date.

- 9.1.2 Where any restrictive covenant or any other restriction or encumbrance affects a Property preventing the Property being transferred, conveyed, assigned or let pursuant to this Agreement the parties (subject to Clause 9.5) will liaise and co-operate with each other and use all reasonable endeavours to procure the removal of such covenant, restriction or encumbrance.
- 9.1.3 Where the benefit of any planning permission would be lost or reduced as a result of a Property being transferred, conveyed, assigned or let pursuant to this Agreement, the parties will liaise and co-operate with each other and the relevant local authority and use all reasonable endeavours to procure that the Properties and the Retained Land each separately continue to have the benefit (to the same extent as before) of such permissions and consents by way of the removal of limiting conditions, issue of new permissions or consents or otherwise.
- 9.2 Until any such existing Third Party Consents or other licences, consents, permits or authorisations have been transferred, reissued or modified or surrendered or such encumbrances, restrictive covenants or restrictions have been removed, so far as lawful the Purchaser shall use its reasonable endeavours to comply with the terms and conditions of the said Consents, licences, consents, permits, authorisations, encumbrances, restrictive covenants and restrictions and shall indemnify the Vendor against all costs, proceedings, liabilities, claims, demands and expenses which may be incurred by the Vendor as a result of any failure by the Purchaser of its obligations under this Clause 9.2.
- 9.3
- 9.3.1 Until such Consents, licences, consents, permits or authorisations have been transferred, reissued or modified, in the name of the Purchaser, to the extent lawful the said Consents, licences, consents, permits or authorisations shall be held on trust by the Vendor for the Purchaser and its successors in title absolutely.
- 9.3.2 Until such consents, licences, permits or authorisations have been transferred, reissued, modified or surrendered, the Vendor shall not do or allow anything to be done which would prejudice the transfer, reissue, modification or surrender of the same and shall act so as to facilitate the same.
- 9.4 Until such Consents, licences, consents, permits or authorisations shall be assigned, reissued or modified or surrendered or such encumbrances or restrictive covenants removed, to the extent lawful and reasonable, the Vendor shall continue to hold the relevant Property in trust for the Purchaser and shall act in connection with such licences, consents, permits, authorisations, encumbrances, restrictive covenants or other restrictions as the Purchaser may from time to time reasonably direct and the Purchaser shall reimburse to the Vendor the costs or liabilities which the Vendor properly incurs in giving such assistance unless such costs or liabilities are properly those of the Vendor.
- 9.5 The Vendor shall forthwith at its own cost and in co-operation with the Purchaser use all reasonable endeavours to terminate and/or to surrender any discharge licences and waste management licences affecting any of the Properties.

## **10 Insurance**

- 10.1** Risk in respect of interest in the Properties acquired or to be acquired by the Purchaser pursuant to the provisions of this Agreement and the responsibility to insure such interest in the Properties shall pass to the Purchaser on the Transfer Date and the provisions of this Agreement shall remain in full force and effect notwithstanding any damage to or destruction of a Property or any part of a Property occurring after the Transfer Date.
- 10.2** In the case of any Leasehold Property which is insured under an insurance policy effected by a party other than the Vendor, the Vendor shall, at the cost of the Purchaser, take such action as the Purchaser may reasonably require to pursue any claim by the Purchaser under such insurance policy arising after the Transfer Date and shall account to the Purchaser for any payment which it may receive in respect of such claim and the Purchaser shall indemnify and keep the Vendor indemnified against all costs, charges, expenses, claims, proceedings and liabilities which it may incur in this respect.
- 10.3** Notwithstanding any other provision of this Agreement, nothing in this Agreement shall transfer, assign, split or in any other way affect, or be deemed to transfer, assign, split or in any other way affect, any insurance policy or contract (including, without limitation, the insurance policies and contracts listed in Part 2 of Schedule 9), the benefit of which is enjoyed by the Business prior to the Transfer Date but which insurance policy does not relate exclusively to the Business. The parties agree that the Business shall, following the Transfer Date, continue to enjoy the benefit of such insurance policies or contracts in accordance with the terms of such insurance policies or contracts and, if a claim is made under any such insurance policy or contract, the parties agree that they shall provide each other with such assistance as may be necessary in order to provide the relevant insurance company with any information relevant to such claim.

## **11 Relevant Employees**

The provisions of Part 2 of Schedule 6 shall apply in relation to certain employment and related matters.

## **12 Pensions**

The provisions of Schedule 8 shall apply in relation to certain pension related matters.

## **13 Completion**

- 13.1** On the Transfer Date, or as soon as practicable thereafter, the Vendor shall deliver or make available, or procure that there is delivered or made available, to the Purchaser:
- 13.1.1** all relevant documents of title and such Consents or waivers required from third parties necessary for the transfer, assignment, novation or sub letting of any of the assets comprised in the Business, as the Vendor may have obtained;
  - 13.1.2** those assets comprised in the Business which are capable of transfer by delivery;
  - 13.1.3** in each case where the Vendor's Books and Data are not at the Properties, all such Vendor's Books and Data;
  - 13.1.4** possession of the Properties and
  - 13.1.5** Assurances to the extent completed.



- 13.2 On the Transfer Date, or as soon as reasonably practicable thereafter, the Vendor and the Purchaser shall execute the following, in the form agreed between the parties:
- 13.2.1 a UK Link Agreement;
  - 13.2.2 a Storage Connection Agreement;
  - 13.2.3 the Maintenance Agreement, Essential Services Agreement and Operative Services Agreement all relating to the Easington Property;
  - 13.2.4 the Document Management Services Agreement.
  - 13.2.5 a Maintenance Agreement relating to the Hornsea Property; and
  - 13.2.6 a Storage Services Contract;
- 13.3 On the Transfer Date, or as soon as reasonably practicable thereafter, the Vendor and the Purchaser shall execute:
- 13.3.1 an agreement for lease, in favour of the Vendor, in the form set out in Annex E, in respect of land at the Easington Property on which is situated a telecommunications mast which is the property of the Vendor;
  - 13.3.2 an agreement for lease, in favour of the Vendor, in the form set out in Annex E, in respect of land at the Hornsea Property on which is situated a telecommunications mast which is the property of the Vendor; and
  - 13.3.3 an agreement for lease, in favour of the Purchaser or at its direction, substantially in the form of the headlease *mutatis mutandis*, in respect of land at Southtown Road, Great Yarmouth, Norfolk as that property is, for the purposes of identification only, identified in the agreement for lease.
- 13.4 The Purchaser agrees that if any books or data relating to the Business and/or the Relevant Employees can not be separated between the Vendor and Purchaser because they contain Confidential Information about the Vendor or any members of the Vendor Group and the Purchaser at the relevant time, or because they contain information on value added tax relevant to the Vendor or any members of the Vendor's Group and the Purchaser the Purchaser shall either, at the Purchaser's option, allow the Vendor access from time to time to the relevant parts of such books or data as it may reasonably request or provide a copy of the relevant parts to the Vendor **PROVIDED ALWAYS** that, for the avoidance of doubt, nothing in this Clause 13.4 shall oblige the Purchaser to allow the Vendor access to books and/or data or a copy thereof if the books and/or data also contain Confidential Information about the Purchaser which cannot readily be expunged.
- 13.5 The Purchaser shall, as soon as reasonably practicable after calculation of the Transfer Value, satisfy the consideration for the purchase of the Business in the manner specified in Clause 6 and deliver to the Vendor share certificates relating to the Consideration Shares.
- 13.6 Subject to the proviso below, beneficial ownership and risk of loss or damage to the assets comprised in the Business which are being transferred pursuant to this Agreement shall pass and be deemed to have passed to the Purchaser on the Transfer Date. The Vendor shall hold the relevant assets on trust for the Purchaser absolutely as from the Transfer Date until the same shall have been delivered and/or formally transferred or assigned to the Purchaser and the Vendor shall grant to the Purchaser such powers of attorney as the Purchaser may reasonably require to enable the Purchaser to vest in itself or otherwise to deal with such assets and shall deliver to the Purchaser forthwith upon receipt any notice

or other document concerning or relating to such assets **PROVIDED THAT** such powers of attorney shall not grant to the Purchaser any power to do any such act or thing as the Vendor would not be able, if the Vendor was the principal, to do or which would be or cause a breach of the Gas Act 1986 (as amended), the PGT Licence or any other Regulatory Purposes. For the avoidance of doubt, nothing in this Clause 13.5 shall transfer or be deemed to transfer beneficial ownership of any asset and/or risk of loss or damage to any asset for which any consent is required unless and until such consent is or has been obtained.

- 13.7 The Vendor of the Purchaser may by notice in writing to the other at any time but only after all necessary Third Party Consents have been obtained) require completion of the transfer of the legal interest in a Property (as the case may be) and on service of such notice such completion shall take place within ten working days from the date of service of such notice.

#### **14 Shared Contracts**

- 14.1 The Vendor agrees that, for the duration of the Shared Contract in question, and to the extent it is reasonably able, it shall make, or procure that there is made, onward supply of those rights, goods or services provided under Shared Contracts on the basis that the Purchaser shall, whether or not it decides to make use of its rights to receive goods or services under any such Shared Contract, bear its proportionate share of the costs and expenses under such Shared Contracts (such costs and expenses to be calculated on a basis to be agreed between the Vendor and the Purchaser both acting reasonably).
- 14.2 Without prejudice to Clause 14.1, the Vendor and the Purchaser agree to use reasonable endeavours to procure that the third party supplier of the rights, goods or services provided under the Shared Contract enters into a new separate contract(s) with the Purchaser, for the provision of the rights, goods or services required by the Purchaser as soon as reasonably practicable and, in any event, before the expiry of the term of the Shared Contract and the Vendor and the Purchaser agree that they shall meet from time to time in order to discuss and plan the most appropriate way of dealing with such Shared Contracts).
- 14.3 For so long as the provisions of this Clause 14.1 apply, the Purchaser shall indemnify the Vendor against all costs, proceedings, claims, demands and expenses which may be incurred by the Vendor pursuant to the Shared Contract to the extent that the same arises as a result of an act or omission of the Purchaser or any party for whom it is responsible.
- 14.4 The Vendor and the Purchaser agree that the foregoing provisions of this Clause 14 are unlikely to be appropriate if the Vendor and the Purchaser cease to be Associates. Accordingly, the Vendor and the Purchaser agree that, prior to them ceasing to be Associates, they shall enter into bona fide discussions with a view to reaching a fair commercial agreement regarding (i) what should happen to any Shared Contracts still in existence at the time and (ii) what amendments may be necessary to the foregoing provisions of this Clause 14.

#### **15 Intellectual Property**

- 15.1 The Vendor agrees to grant or to use reasonable endeavours to procure the grant to the Purchaser of non-exclusive world-wide licences under all Intellectual Property owned now or in the future by the Vendor or any member of the Vendor's Group (except the Transco Trade Marks) to enable the Purchaser to carry on the Business.

- 15.2 In consideration of such agreement and of the grant of such licences, the Purchaser shall (a) assign all its rights in Registrable Intellectual Property now or in the future to BG Intellectual Property Limited ("BGIP"), (b) grant non-exclusive licences under all the Purchaser's Unregistrable Intellectual Property now or in the future to the Vendor and other Associates to use such Intellectual Property in their businesses (which shall in the case of the Vendor include the right to do and have done on its behalf all things which it is required to do for Regulatory Purposes) and (c) pay such sums as are agreed or determined to be payable under this Clause 15.
- 15.3 The exercise of the rights granted under Clauses 15.1 and 15.2(b) above ("**Rights**") shall be subject to the Cross-licensing terms set out in Clause 15.4, which shall where relevant also apply to the exercise by the Vendor of Unregistrable Intellectual Property rights retained by it.
- 15.4 The Cross-licensing terms are as follows:
- 15.4.1 Where the Purchaser, the Vendor or the Associate wishing to exercise a Right (as the case may be) was itself the sole Originator of the relevant Intellectual Property or, in respect of Intellectual Property which came into existence before the Transfer Date, where the Purchaser, the Vendor or the Associate wishes to exercise a Right in respect of an item of Intellectual Property of which it was a joint Originator or which it used in its business before the Completion Date, the exercise of that Right shall be royalty-free and shall not require consent.
- 15.4.2 In all other cases, the exercise of Rights shall be subject to the consent of the sole or joint Originator(s) or other joint Originator(s) (as appropriate), which consent shall not be unreasonably withheld or delayed, and to payment by the Associate exercising the Right to the sole or joint Originator(s) or other joint Originator(s) (as appropriate), of such compensation or such proportion of the royalties received as may be agreed between the Purchaser, the sole or joint Originator(s) or other joint Originators (as appropriate), and such Associate. Compensation shall be determined on an arm's length basis.
- 15.4.3 The Purchaser shall not withhold consent to the exercise by the Vendor of a Right which is required by the Vendor for Regulatory Purposes, but Rights may be withheld by the Vendor if so required for Regulatory Purposes.
- 15.5 If the Purchaser considers that an Originator is unreasonably withholding or delaying consent, or the relevant parties are unable to agree the amount of any compensation payable, or there is a dispute about the identity of the Originator, or there is a dispute about whether consents need to be sought, the matter shall be referred to BGIP for mediation and if necessary shall be finally determined by the Chief Executive (or if no such person exists, another Director appointed by the Chairman) for the time being of the common ultimate holding company of the Purchaser and the Originator or, if relevant, any Associates claiming to be the Originator, acting as expert rather than arbitrator.
- 15.6
- 15.6.1 The rights to be granted by the Vendor to Purchase or by the Purchaser to the Vendor or any other Associate under this Clause 15 and the continuing obligations of the parties to grant such rights under Clauses 15.1 and 15.2 shall remain effective only while the Vendor and the Purchaser or the Purchaser and BGIP, or the Purchaser and the relevant Associate, as the case may be, remain Associates.

15.6.2 Registrable Intellectual Property which has, at the time the Purchaser and BGIP cease to be Associates, already been assigned to BGIP shall remain vested in BGIP. Rights and obligations of such ex-Associate in respect of the Intellectual Property shall cease when such ex-Associate ceases to be an Associate.

15.6.3 If the Vendor or any other Associate ceases to be an Associate of the Purchaser, the parties shall enter into negotiations for the grant of continuing rights on terms to be agreed, provided that the Vendor's ability to continue using then existing Intellectual Property for Regulatory Purposes shall not be prejudiced.

15.7 BGIP alone shall be entitled to protect and enforce Registrable Intellectual Property, but will consult with and have regard to the interests of the Purchaser. BGIP and the Purchaser will agree on the apportionment of costs.

## 16 Clause Deliberately Left Blank

## 17 Indemnities

17.1 Subject to compliance by the Vendor with its obligations under Clause 3, the Purchaser shall indemnify and agrees to keep indemnified the Vendor against:

- (i) all Assumed Liabilities and any Liability arising in the course of carrying on the Business on or after the Transfer Date (whether by act or omission) including, for the avoidance of doubt, any such liability which is or is deemed to be or becomes a Liability of the Vendor by virtue of any applicable law; and
- (ii) any Losses which the Vendor may suffer by reason of the Vendor taking any reasonable action to avoid, resist or defend against any liability referred to in Clause 17.1(i),

**Provided that** the Purchaser shall not be liable under this Clause 17.1 to the extent that the Purchaser has a claim or right of action against the Vendor under this Agreement in respect of the Liability in question.

17.2 The Vendor shall indemnify and agrees to keep indemnified the Purchaser against:

- (i) any Liability relating to the Business existing at the Transfer Date (or relating to circumstances or events which arose or occurred prior to the Transfer Date) which is not an Assumed Liability including, for the avoidance of doubt, any liability of the Vendor which is not an Assumed Liability and which is deemed to be, or becomes, a liability of the Purchaser by virtue of any applicable law or any liability arising on or after the Transfer Date as a result of an act or omission of the Vendor on or after the Transfer Date; and
- (ii) any Losses which the Purchaser may suffer by reason of the Purchaser taking any reasonable action to avoid, resist or defend against any liability referred to in sub-Clause 17.2(i),

**Provided that** the Vendor shall not be liable under this Clause 17.2 to the extent that the Vendor has a claim or right of action against the Purchaser under this Agreement in respect of the Liability in question.

**18 Environmental Liabilities**

The provisions of Schedule 3 shall have effect in relation to Excluded Environmental Liabilities.

**19 Variation etc.**

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the parties to this Agreement.

**20 Severance**

If any term or provision of this Agreement is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.

**21 Whole Agreement**

21.1 This Agreement contains the whole agreement between the parties relating to the subject matter of this Agreement and supersedes any previous agreement between the parties with respect thereto and, without prejudice to the generality of the foregoing or to any liability for fraudulent misrepresentation, excludes any warranty, condition or other undertaking implied at law or equity or by custom whether in contract, tort or by statute or otherwise howsoever.

21.2 Without prejudice to any liability for fraudulent misrepresentation the Vendor gives no representation, warranty or undertaking of any nature in respect of the Business or any other matter to which this Agreement relates and the Purchaser confirms that it has not relied on any representation, warranty or undertaking in entering into this Agreement and irrevocably and unconditionally waives any right it may have to claim damages for any misrepresentation or for breach of warranty implied at law, equity or by custom whether in contract, tort, by statute or otherwise howsoever.

**22 Further Assurance**

22.1 At any time after the date of this Agreement, the Vendor and the Purchaser shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute such documents and do such acts and things as may be reasonably necessary for the purpose of giving effect to all the provisions of this Agreement.

22.2 The Vendor shall use all reasonable endeavours to assist the Purchaser in obtaining relief from stamp duty payable under this Agreement, or documents executed pursuant to this Agreement, under Section 42 Finance Act 1930.

**23 Notices**

23.1 Any notice, claim or demand requiring to be served under or in connection with this Agreement to any party shall be in writing and shall be sufficiently given or served if delivered to the address stated in this Agreement in relation to such party or such other address as may have previously been notified by such party to the other party to this Agreement for this purpose.

- 23.2 Any such notice shall be delivered by hand or facsimile transmission or sent by pre-paid first class post and if delivered by hand shall conclusively be deemed to have been given or served at the time of delivery, if sent by facsimile shall conclusively be deemed to have been given or served at the time of despatch and if sent by post shall conclusively be deemed to have been received 48 hours from the time of posting.

## 24 Jurisdiction and Dispute Resolution

- 24.1 This Agreement shall be governed by and construed in accordance with English law.

- 24.2 If:

24.2.1 a dispute or claim ("**dispute**") arises out of or in connection with this Agreement or, save as expressly referred to therein, the documents to be entered into pursuant to it; and

24.2.2 at the time that the dispute arises the Vendor and the Purchaser are both subsidiaries of the same ultimate holding company,

the procedure in Clauses 24.3 to 24.6 shall apply (notwithstanding any provision in any Assurance to the contrary).

- 24.3 Either party may send notice to the other specifying the dispute and requesting a meeting to seek in good faith to resolve it. The parties will meet in London for this purpose within 21 days of the notice being sent. The meeting will be attended by senior executives of the parties or of shareholders of such parties (as each party may decide) with authority to resolve the dispute.

- 24.4 If the dispute or claim is not resolved at this meeting, representatives of both parties shall thereafter meet as often as they reasonably deem necessary to attempt to resolve the dispute or claim.

- 24.5 If the dispute cannot be resolved by the senior executives referred to above within 20 Business Days of the meeting referred to in Clause 24.3, the dispute shall be referred to the Chief Executive from time to time of BG Group plc (the "**CEO**") and the procedures set out in Clause 25.6 shall be followed.

- 24.6 Where a dispute is referred to the CEO in accordance with Clause 24.5 then, unless the CEO decides otherwise, the procedure to be followed shall be as follows:

24.6.1 each party shall serve on the CEO and the other party, on a date to be specified by the CEO, a written statement of its case. The statement shall not exceed five pages. It shall be accompanied by any documents upon which the party relies;

24.6.2 a senior manager for each party (or such other person as the CEO may direct) shall attend a hearing at the CEO's office, on a date to be fixed by the CEO. Each manager may be accompanied by one technical adviser. Neither party may be legally represented. The representatives of each party shall provide any information requested by the CEO and answer any questions he may ask;

24.6.3 the CEO shall:

- (i) notify each party of his determination of the dispute. He need not give reasons; or

- (ii) notify each party that he is unwilling to determine the dispute. In such a case he shall direct how the dispute is to be determined;
- 24.6.4 the CEO may take legal or technical advice from any person or persons whom he considers it appropriate to consult;
- 24.6.5 the CEO may order one or more of the parties to pay such proportion of the costs incurred by the parties and himself as he deems appropriate;
- 24.6.6 the CEO shall determine any dispute as an expert, not as an arbitrator. The CEO's decision shall be final and binding on the parties and, for the avoidance of doubt, the parties shall not be entitled to take the dispute to arbitration or to file proceedings in any court in respect thereof. The CEO shall not be liable for anything done in connection with the determination, whether for error in his determination, any aspect of the procedure followed, or otherwise;
- 24.7 The Vendor and the Purchaser agree that if, at any time, they are to cease to have the same ultimate holding company then, prior to or as part of such separation, they shall enter into a dispute resolution agreement in substantially the same form as is annexed to this Agreement as Annex B, which agreement shall govern all disputes arising out of or in connection with this Agreement or, save as expressly referred to therein, the documents to be entered into pursuant to it. If the Vendor and Purchaser are unable to finalise the terms of such a dispute resolution agreement then the CEO will decide its terms, and in so doing the CEO may take legal or technical advice from any person or persons whom he considers it appropriate to consult.

## **25 Confidentiality**

- 25.1 The Vendor hereby undertakes to the Purchaser that, save insofar as required by law or regulation or by order of a court or other competent authority, it shall keep confidential, and shall use all reasonable endeavours to procure that its employees and/or agents keep confidential, and will not use, any information, howsoever created, which is confidential or which might reasonably be expected to be confidential ("**Confidential Information**"), it has regarding the Business.
- 25.2 The Purchaser hereby undertakes to the Vendor that, save insofar as required by law or regulation or by order of a court or other competent authority, it shall keep confidential, and shall use all reasonable endeavours to procure that its employees and/or agents keep confidential, and will not use, any Confidential Information howsoever created it has regarding the business of the Vendor from time to time.
- 25.3 In particular, the Vendor agrees that if any Confidential Information regarding the Business is stored on a computer or by other electronic means to which the Vendor has access, it shall not, without the consent of the Purchaser use that information and the foregoing confidentiality provisions shall apply equally to such information.
- 25.4 In particular, the Purchaser agrees that if any Confidential Information regarding the Vendor or its business from time to time is stored on a computer or by other electronic means to which the Vendor has access, it shall not use that information and the foregoing confidentiality provisions shall apply equally to such information.
- 25.5 The provisions of sub-clauses 25.1 and 25.2 above shall not apply to information which is or becomes publicly available otherwise than by breach of this clause or to any information which the Vendor and Purchaser agree in writing from time to time after the Date of this

Agreement shall not be required to be kept confidential or shall not be governed by the confidentiality provisions of this Agreement.

**26 Updating of Schedules**

The parties acknowledge that between the date of this Agreement and the Target Date, one or more of the Schedules to this Agreement may require rectification and if the parties so agree, the relevant Schedule or Schedules will be rectified and any revised new version of any such Schedule agreed after the date of this Agreement (as evidenced by a signature for or on behalf of each of the Vendor and the Purchaser) shall be the relevant Schedule for the purpose of this Agreement.

**27 Assignment**

This Agreement is personal to the parties to it. Accordingly, neither the Purchaser nor the Vendor may, without the prior consent of the other, assign the benefit or burden of any obligations arising under or out of this Agreement PROVIDED ALWAYS that such consent shall not be unreasonably withheld in relation to the assignment of the benefit of any obligations arising under or out of this Agreement to another party which has the same ultimate holding company as the parties.

**28 Continuing Obligations**

Notwithstanding completion, save as expressly provided to the contrary in this Agreement, the provisions of this Agreement shall continue in full force and effect.

In witness whereof this Agreement has been duly executed the day and date first before written.



**Schedule 1 Part A**  
**Excluded Assets relating to the Storage Business**

- 1 The entire interest in the following assets at Easington is excluded:

**BGI Assets**

Area	Location	Description
Area 04	Rough 02	<b>Chiller Stream B1 Plant</b>
		Separator
		Demister Drum
		Gas Knockout
		Gas Inlet/Outlet Exchangers
		Gas Chiller
		Glycol Methanol Filters
	Amethyst 03	Chiller Plant Stream
		Mythanol Injection Filters
Area 09(10)	Amethyst 10	<b>Amethyst Compression Plant</b>
		Compressor/Generator
		After Cooler Fans
		Lube Oil Cooler Fans
		Ventilation Fans
		Emergency Vent Fan
		Compressor Aftercooler Fan Motors
		Lube Oil Cooler Fan Motors
		Ventilation Fan Motors
		Emergency Vent Fan Motor
		Starter Motor
		Compression Suction Scrubber
		Vent Silencer
		Lube Oil Accumulator
		Hydr Oil Accumulator
		Water Vessel
		Nitrogen Cylinders

Area 09(10)

Amethyst 10

**Amethyst Compression Plant**

Compressor After cooler

Fuel Gas Heaters

Lube Oil Tank Heaters

Lube Oil Cooler

Oil Heater

Gas Fuel Cooler

1st Stage Gas Filters

2nd Stage Gas Filters

Seal Gas Filters

Lube Oil Filters

Post Lube Oil Filters

CG Oil Filters

Lube Oil Pump

Run Down Oil Pump

Post Lube Oil Pump

CG Oil Pump

Water Wash Pump

Lube Oil Pump Motors

Run Down Oil Pump Motors

Post Lube Oil Pump Motors

CG Oil Pump Motors

Water Wash Pump Motors

Lube Oil Tank

Oil Reservoir

Gas Turbine

Safety Systems Panel

DCS Equip

Gearbox

Couplings

Fine Water Spray

Civils & Installations

Area 15	Amethyst 15	<b>Condensate Stabilisation Plant</b> Three Phase Separator Condensate Hold up vessel Con Flash Drum Con Exchanger Transfer Pumps Fuel Gas Filters Flash Heater Transfer Pumps Transfer Pump Motors Flash Heater Skid Civils and Installations Surge Drum
Amethyst 26	Amethyst 26	<b>Offshore Methanol Plant</b> Filters, Fans, Stills, Exchangers, Pumps, Tanks and Motors
Area 27	Amethyst	<b>Amethyst Water Treatment Plant</b> Contactor Columns, Ozone Generator Pumps, Tanks & Motors
Area 28		<b>FE Removal Plant</b> Equipment
Area 40		<b>Control Complex</b> ESD System B

#### **Vendor's Assets**

Note: The Vendor's assets described in this Schedule are more particularly identified on the plans attached as Annex A. In the event of any inconsistency between this Schedule and the plans, the plans shall prevail.

Area	Location	Description
Area 12	Terminal	<b>Gas Send OUT</b> Feeder Calorimeter Equipment Methanol Filter and Odorant Filter  Pipework and fittings Plant and pipework installation Civils Steelwork Electricals Controls and instrumentation Insulation and painting
Area 13	Terminal	<b>Odorant Feeder 9</b>  2 Odorant storage drums 1 Odorant storage tank 1 Odorant day drum 1 Odorant one hour drum 1 Methanol measuring drum 2 Odorant day tanks 1 Odorant delivery inline filter 2 Odorant pump suction filters 1 Suction filter to P1301D; P1305A; 1305B 1 Methanol delivery pump suction filter 1 Methanol metering pump filter 1 Odorant vents flare blanket and filter 6 Odorant metering pumps 2 Odorant/Methanol odorant metering pumps 1 Odorant/Methanol odorant delivery pump and associated equipment 2 Odorant metering pumps 6 Odorant metering pump motors 2 Odorant/Methanol odorant metering pump motors

1 Odorant/Methanol Methanol delivery pump motor  
 1 Odorant/Methanol catchment pump action  
 2 Odorant metering pump motors  
 1 Odorant/Methanol Methanol storage tank and associated equipment  
 1 Methanol storage foam protection tank  
 1 Odorant flare package  
 1 Odorant/Methanol odorant vents flare unit  
 1 Methanol storage tank foam protection device  
 Pipework and fittings  
 Plant and pipework installation  
 Civils  
 Steelwork  
 Electrical work  
 Controls and instrumentation  
 Insulation and painting

Area 71

Terminal

**West Sole Phase 1**

Pipework and fittings  
 Plant and pipework installation  
 Civils and Installation  
 Steelwork  
 Electrical work  
 Controls and instrumentation  
 Insulation and painting

Area 72

Terminal

**West Sole Phase 2**

1 Pressure Unit  
 2 Nitrogen Receivers  
 2 Heat Exchangers  
 2 Filters  
 3 Boilers  
 4 Hot Water Circ Pumps  
 2 Pressure make-up pumps

2 Volumetric Sump Pumps  
 1 Boiler House Drain Pump  
 2 Boiler House Tanks  
 1 Permutit Water Treatment Plant  
 Pipework and fittings  
 Plant and pipework installation  
 Civils and Installation  
 Steelwork  
 Electrical work  
 Controls and instrumentation  
 Insulation and painting

Area 73      Terminal

**Sunken Villages Phase 3**

Filter North  
 Filter South  
 Incomer/Volumetric/Outlet Sump Pumps  
 Civils and Installation

Area 75      Terminal

**Service Gas**

Boiler House  
 Gas Heaters East & West  
 Gas Filters East & West  
 Heater Pump Filter  
 Gas Hot Water Pump North & South  
 Gas Pit Sump Pump  
 Village Gas Supply Let down skid  
 Civil & Installation

Area 76      Terminal

**Feeder Mains**

Pig Launcher Feeder 9  
 Pig Launcher Feeder 19  
  
 Civils and Installation

Area 78	Terminal	<b>Village Flow-in</b>
		Village Flow-in
		Civils and Installation

In addition, the telecommunications mast at the site save for any BG Storage owned, leased

or sub-contracted equipment attached to the mast (including associated cabling and wiring) forming part of the Business.

- 2 27% of the interest in the following assets at Easington is excluded:

**BGI Assets**

Area	Location	Description
Area 01	Amethyst 01	Methanol injection filter*2
	Amethyst 02	Pig receiver
	Amethyst 01	Sphere tee
		Hoist
Area 02	Amethyst 02	Slug catcher
	Amethyst 02	Surge drum
	Amethyst 02	TEG Separator
Area 11	Amethyst 11	Gas metering sales filter
	Amethyst 11	Gas metering sales filter
	Amethyst 11	Amethyst gas fiscal metering
Area 16	Amethyst 16	Condensate storage tank*2
Area 22	Amethyst 22	Fuel gas pre- heater
	Amethyst 22	Gas filter*2
	Amethyst 22	Fuel gas metering computer

Area 23	Amethyst 23	Flash gas recycle compressor
	Amethyst 23	Flash gas outlet KO drum
	Amethyst 23	Flash gas interstage KO drum
	Amethyst 23	Flash gas inlet KO drum
	Amethyst 23	Flash gas interstage cooler
	Amethyst 23	Flash gas after cooler
	Amethyst 23	Flash gas pre cooler
	Amethyst 23	P2301A&B suction filter
	Amethyst 23	Condensate recycle pump*2
Area 24	Rough 02	Standby generator set*2
	Rough 03	Standby generator
Area 35		Fire Safety Equipment
Area 40		Control complex building
		Control complex building - fixtures & fittings
		ESD system
		415V SB 2 Distribution board*2
		MCC1-4 Distribution board*3
		Instr. & energ. lighting inverters + battery & battery chargers
Area 41	Rough 02	Standby generator building
		Standby generator building fittings
Area 43	Rough 02	Recycle compressor building
		Recycle compressor house, crane & associated equipment
Area 44	Rough 02	Chiller compressor building
		Chiller compressor house, crane & associated equipment



Area 45	Rough 02	Instrument air compressor building Instrument air building, trolley * hoist*3
Area 46	Rough 02	Firewater pumphouse Firewater pumphouse crane
Area 48	Rough 02	Emergency services building Foam tenders
Area 53	Terminal	Security gate house (Gate 1) Security gate house (Gate 1) equipment Main gate and pedestrian gates
Area 60	Terminal	Control building (admin) Control building (admin) equipment
Area 61	Rough 01	Workshop - stores
	Rough 01	Workshop - stores equipment
	Rough 01	Mobile compressor
	Rough 01	Access platform
	Rough 01	Portable pump (disc type)
	Rough 01	Portable pump (centrifugal)
	Rough 01	Diesel generator
	Rough 02	Workshop/stores building crane & associate equipment
Area 63	Rough 01	Transformer*2 MCC 6 switchgear MDB C+D Instrument inverter 3A + 3B Emergency lighting inverter 4 Battery charger*2 Battery charger*4

Area 64	Amethyst switchroom
Area 65	Maintenance building Maintenance building equipment
Area 90	Perimeter fence Internal fencing Intruder detection equipment Site drainage system Ladders, walkways, platforms and staircases Oscilloscope*4 Pulse generator*3 Frequency meter*2 Digital voltmeter*5 Quark process multimeter Power pack Digital pressure gauge Manometer Pneumatic deadweight tester Deadweight tester*4
Area 91	Gate 5 gatehouse Customs building Main office annex Exploration & Production offices Gas bottle enclosure Analyser house Analyser house Analyser house*3 Oil store Analyser house equipment Gate 5 gatehouse equipment Customs building equipment Main office annex equipment

Exploration & Production offices equipment  
 Rough DCS computer system  
 Amethyst DCS computer system  
 Gas bottle enclosure equipment  
 Analyser house equipment  
 Oil store equipment

Area 91A

Roads kerbs and pavements  
 External lighting  
 Firewater pond  
 Surface water retention pond  
 Surface water holding pond

Area 91B

Incoming/export gas lines  
 Water supply

**3 The following percentages of the interest in the following assets owned by BGI at Easington is excluded:**

Note: These assets are owned by BG International Limited (BGI) and are the subject of an agreement between the Purchaser and BGI entered into in 1995.

1. REP Switchroom (32.51%)
2. Various equipment to supply a 450kva tranche of power (4.59%)

This comprises:

- (a) Contribution to Yorkshire Electricity Board for the cost of Partington 33kv feeders (Project A056, 1983)
  - (b) BP power capacity purchase (Project A095, 1992)
  - (c) HV transformer installation TRN 1&2 (Project A056, 1983)
  - (d) HV switchroom building costs (Project A056, 1983)
  - (e) HV switchroom switchgear costs (excluding Rough equipment)(Project A056, 1983)
  - (f) Building modifications (Project A095, 1993)
  - (g) TRN update to 10Mva (Project A091, 1993)
3. Standby power generator G2403C (13.07%)

**4 The entire interest in the following assets owned by the Vendor at Hornsea is excluded.**

**(i) The NTS Pipework Connection (AGI)**

The equipment details are:

Tag No.	Description	Make	Size	Type	BG Order No
BM162401	Valve	Cameron	18"	Ball	451884
BM162402	Valve	Cameron	18"	Ball	451884
BM162403	Valve	Cameron	18"	Ball	451884
BM162404	Valve	Cameron	8"	Ball	451884
BM162405	Valve	Audco	8"	Plug	450701
BM162406	Valve	Cameron	8"	Ball	451884
IJ-1	Ins Joint	N/A	18"	N/A	451887
IJ-2	Ins Joint	N/A	18"	N/A	451887

In addition to the above there are 5 small valves which are unlisted, and approximately 50m of pipe inside the security fence and a further 700m outside the fence but still under BG Storage Limited's land.

**(ii) Telemetry Connection and associated cabling and wiring**

This system monitors BG Storage's connection with the NTS. It uses signals generated by BG Storage equipment for site use, and transmits them to the NTS operator for its information. The equipment consists of:

1 off STC Selectronic 703 Panel and associated cabling and wiring

**(iii) The Telecommunications Mast**

The telecommunications mast on the site save for any BG Storage owned, leased or sub-contracted equipment attached to the mast forming part of the Business.

**Schedule 1 Part B**  
**Excluded Assets relating exclusively to LNG Business and therefore not**  
**transferring to the Purchaser**

- 1 All of that plant, equipment and other assets at the LNG Sites on the Transfer Date (save for that which is only temporarily on such site and is not ordinarily used in the Excluded Business) including one portable infra red camera: model AGEMA 470; \*

**Schedule 1 Part C**  
**Excluded Properties/LNG Sites**

- 1 LNG Storage Facility at Severn Road, Hallen, Bristol, BS10 7SQ
- 2 LNG Storage Facility at Llwydcoed, Aberdare, Mid Glamorgan, CF44 0ND
- 3 LNG Storage Facility at Mollinsburn Road, Glenmavis, Near Airdrie, Strathclyde, ML6 0NG
- 4 LNG Storage Facility at Rochester, Kent, ME3 0AB
- 5 LNG Storage Facility at Heath Farm Lane, Partington, Near Urmston, Manchester, M31 4EH

**Schedule 2**  
**Schedule Deliberately Left Blank**

### **Schedule 3**

#### **Excluded Environmental Liabilities**

The Excluded Environmental Liabilities shall be all liabilities in respect of the existence, discharge, transport, emission, release, leakage, spillage, escape or disposal of any hazardous, poisonous, dangerous, noxious or toxic substances, pollutants or waste in, on, into or onto any land situated in Great Britain (including land under water and any natural or man-made structures above or below ground) or water (including ground or surface water), water under land or within land or in drains, culverts or sewers, and coastal and inland waters) to the extent that those events or states of affairs occurred or existed on or prior to the Transfer Date.

In relation to the Properties there shall be no Excluded Environmental Liabilities.

In relation to the Business there shall be no Excluded Environmental Liabilities other than those (if any) transferred either in whole or in part to BG Property Holdings Limited by virtue of clause 4 of, and schedule 3 to, an Agreement to be dated on or about 10 December 1999 to be entered into between the Vendor and BG Property Holdings Limited relating to the purchase of part of the business of the Vendor known as BG plc Property Division.

**Schedule 4**  
**Schedule deliberately left blank**



## Schedule 5 Properties

### Part 1 - Freehold Properties

1. Part of the Salt Cavity Storage Facility, Shipsea Road, new Atwick Village, Driffield, East Riding of Yorkshire YO25 8ER (also known as Hornsea) including the whole of the land comprised in title Number HS472 registered in the name of BG plc and held by the following conveyances:

- 1.1 16 August 1974 - A Vickerton and F Vickerton (1) and British Gas Corporation (2);
- 1.2 18 November 1983 - A Vickerton (1) and British Gas Corporation (2);
- 1.3 24 November 1983 - C Hornby and Others (1) and British Gas Corporation (2);
- 1.4 4 December 1973 - P E G Clements and Others (1) and British Gas Corporation (2);
- 1.5 19 November 1973 - Hannah Mary Towse (1) and British Gas Corporation (2);
- 1.6 12 May 1975 - Rev. J de B. Bateman (1), Church Commissioners for England (2), Right Hon. F B Elwyn-Jones (3) and British Gas Corporation (4);
- 1.7 12 May 1975 - Rev. Cannon W Richardson (1), Church Commissioners for England (2), the Patronage Board of the United Benefice of Sutton St. James and Wawne Saint Peter (3) and British Gas Corporation (4);
- 1.8 12 May 1975 - Rev. D J Bulman (1), Church Commissioners for England (2), the Holy Trinity Hull and District Church Patronage Society Limited (3) and British Gas Corporation (4);
- 1.9 12 May 1975 - Rev. J F Taylor (1), Church Commissioners for England (2), the Archbishop of York and Winifred Kane (3) and British Gas Corporation (4);
- 1.10 two conveyances dated 28 February 1974 - Trustees of the Hull Trinity House Charities (1) and British Gas Corporation (2),

as identified on the plan attached to the assurance for the Hornsea Property at Annex D;

2. Land at East Newton, Aldbrough, Yorkshire registered under Title Number HS252088 in the name of British Gas plc and the Whitehouse Garage, Hull Road, Aldbrough, Yorkshire HU11 4QR to be registered under Title Number HS173211 in the name of BG plc; and

3. Part of the freehold known as Easington Gas Terminal, Dimlington Road, Easington, East Riding of Yorkshire, HU12 0TG in the name of BG plc held by the following conveyances:

- 3.1 31 October 1966 - John Henry Blashill (1) and the Gas Council (2);
- 3.2 5 January 1967 - Clarence William Stothard (1), Lloyds Bank Limited (2) and the Gas Council (3);
- 3.3 14 June 1967 - Vincent Clubley (1) and the Gas Council (2);
- 3.4 26 November 1980 - William Henry Stothard (1) and British Gas Corporation (2);

- 3.5 22 December 1980 - Kenneth Douglas (1) and British Gas Corporation (2);
- 3.6 22 December 1980 - William Douglas Herman (1) and British Gas Corporation (2);
- 3.7 30 March 1981 - Arthur Hudson Jessop (1) and British Gas Corporation (2);
- 3.8 30 March 1981 - Vincent Clubley (1) and British Gas Corporation (2),

as identified on the plan attached to the assurance for the Easington Property at Annex D.

**Part 2 - Leasehold Properties**

1. The leasehold land at the Salt Cavity Storage Facility, Shipsea Road, new Atwick Village, Driffield, East Riding of Yorkshire, HU12 0TG registered under Title Number HS 225966 in the name of BG plc and that leasehold land held by BG plc under a lease dated 12 September 1989 as identified on the plan attached to the assurance of the Hornsea Property at Annex D; and

2. Part of that leasehold known as Easington Gas Terminal, Dimlington Road, Easington, East Riding of Yorkshire HU12 0TG registered under Title Number HS221368 held by a Lease dated 28 August 1992 between BG plc (1) and British Gas Exploration and Production Limited (now known as BG International Limited) and BG plc (2) as identified on the plan attached to the assurance for the Easington Property at Annex D.

**Schedule 6**  
**Employees and Transfer Regulations**

**Part 1 - List of Relevant and Non-Transferring Employees**

**A. List of Relevant Employees**

<b>Location</b>	<b>Surname</b>	<b>Initials</b>	<b>Assignment</b>
HORNSEA	ABEL	G S	BG Storage Ltd
HORNSEA	ARTHUR	R	BG Storage Ltd
HORNSEA	BATTY	M K	BG Storage Ltd
HORNSEA	BEAUMONT	M	BG Storage Ltd
HORNSEA	CURTISS	AD	BG Storage Ltd
HORNSEA	DYSON	N G	BG Storage Ltd
HORNSEA	EMSON	C	BG Storage Ltd
HORNSEA	FARQUHAR	M H	BG Storage Ltd
HORNSEA	GOOD	K	BG Storage Ltd
HORNSEA	GOODMAN	D M	BG Storage Ltd
HORNSEA	MAXWELL	S A	BG Storage Ltd
HORNSEA	METCALFE	R	BG Storage Ltd
HORNSEA	OLDRIDGE	R	BG Storage Ltd
HORNSEA	PALLISTER	C	BG Storage Ltd
HORNSEA	PEARSON	G	BG Storage Ltd
HORNSEA	PEARSON	B	BG Storage Ltd
HORNSEA	SENIOR	O	BG Storage Ltd
HORNSEA	SMITH	M	BG Storage Ltd
HORNSEA	SMITH	T	BG Storage Ltd
HORNSEA	SPECKMAN	P R	BG Storage Ltd
HORNSEA	SUGDEN	R M	BG Storage Ltd
HORNSEA	THOMPSON	R J	BG Storage Ltd
HORNSEA	WARDROBE	I C	BG Storage Ltd
HORNSEA	WOOLER	B	BG Storage Ltd
ROUGH PLATFORM	ALEXANDER	C	BG Storage Ltd
ROUGH PLATFORM	ALTON	D E	BG Storage Ltd
ROUGH PLATFORM	BARKER	J L	BG Storage Ltd
ROUGH PLATFORM	BEATTIE	W A	BG Storage Ltd
ROUGH PLATFORM	BIRD	P J	BG Storage Ltd
ROUGH PLATFORM	BLANCHARD	A	BG Storage Ltd
ROUGH PLATFORM	BLOCK	E W	BG Storage Ltd
ROUGH PLATFORM	BODDY	D	BG Storage Ltd
ROUGH PLATFORM	BOON	M W	BG Storage Ltd
ROUGH PLATFORM	BOYCE	A P	BG Storage Ltd
ROUGH PLATFORM	BREED	K	BG Storage Ltd
ROUGH PLATFORM	BROWN	K	BG Storage Ltd

Location	Surname	Initials	Assignment
ROUGH PLATFORM	BURNS	A	BG Storage Ltd
ROUGH PLATFORM	CARRICK	J E	BG Storage Ltd
ROUGH PLATFORM	CHAMBERLAIN	M T	BG Storage Ltd
ROUGH PLATFORM	CLAPHAM	J	BG Storage Ltd
ROUGH PLATFORM	COLVERSON	G	BG Storage Ltd
ROUGH PLATFORM	COLVILLE	D A	BG Storage Ltd
ROUGH PLATFORM	CORRIGAN	E	BG Storage Ltd
ROUGH PLATFORM	CREIGHTON	R	BG Storage Ltd
ROUGH PLATFORM	DALTON	A	BG Storage Ltd
ROUGH PLATFORM	DRAPER	W K	BG Storage Ltd
ROUGH PLATFORM	DRINKHALL	B	BG Storage Ltd
ROUGH PLATFORM	DUNN	M	BG Storage Ltd
ROUGH PLATFORM	ELFORD	S	BG Storage Ltd
ROUGH PLATFORM	EVES	P	BG Storage Ltd
ROUGH PLATFORM	FARRELL	P M	BG Storage Ltd
ROUGH PLATFORM	FAULDS	I T	BG Storage Ltd
ROUGH PLATFORM	FISHER	G R	BG Storage Ltd
ROUGH PLATFORM	GARTON	S P	BG Storage Ltd
ROUGH PLATFORM	GARVIE	D	BG Storage Ltd
ROUGH PLATFORM	GROCOTT	C	BG Storage Ltd
ROUGH PLATFORM	HILL	A	BG Storage Ltd
ROUGH PLATFORM	HOULDSWORTH	T A	BG Storage Ltd
ROUGH PLATFORM	HUDSON	K	BG Storage Ltd
ROUGH PLATFORM	JOHNSON	I R	BG Storage Ltd
ROUGH PLATFORM	JOHNSON	S P	BG Storage Ltd
ROUGH PLATFORM	JOHNSON	J D	BG Storage Ltd
ROUGH PLATFORM	JOHNSON	C P	BG Storage Ltd
ROUGH PLATFORM	JONES	D G	BG Storage Ltd
ROUGH PLATFORM	JONES	G G	BG Storage Ltd
ROUGH PLATFORM	KIDD	R D J	BG Storage Ltd
ROUGH PLATFORM	LAWRIE	J	BG Storage Ltd
ROUGH PLATFORM	LAZENBY	G	BG Storage Ltd
ROUGH PLATFORM	LEE	J G	BG Storage Ltd
ROUGH PLATFORM	LEE	C	BG Storage Ltd
ROUGH PLATFORM	LENAGHAN	D S	BG Storage Ltd
ROUGH PLATFORM	LLOYD	S G	BG Storage Ltd
ROUGH PLATFORM	LONGHORN	J R	BG Storage Ltd
ROUGH PLATFORM	LORD	J E	BG Storage Ltd
ROUGH PLATFORM	LUNN	H S	BG Storage Ltd
ROUGH PLATFORM	MACHIN	K	BG Storage Ltd
ROUGH PLATFORM	MACSWEEN	D C	BG Storage Ltd
ROUGH PLATFORM	MANN	G T	BG Storage Ltd

Location	Surname	Initials	Assignment
ROUGH PLATFORM	MARSHALL	N J	BG Storage Ltd
ROUGH PLATFORM	MASON	D W	BG Storage Ltd
ROUGH PLATFORM	MCCARTHY	J K	BG Storage Ltd
ROUGH PLATFORM	MCCULLOCH	D T	BG Storage Ltd
ROUGH PLATFORM	MCDUGALL	R	BG Storage Ltd
ROUGH PLATFORM	MEGGITT	J L	BG Storage Ltd
ROUGH PLATFORM	MORRIS	K J	BG Storage Ltd
ROUGH PLATFORM	MOSS	M	BG Storage Ltd
ROUGH PLATFORM	MUSGROVE	H J	BG Storage Ltd
ROUGH PLATFORM	NEWTON	R	BG Storage Ltd
ROUGH PLATFORM	O'CONNOR	S P	BG Storage Ltd
ROUGH PLATFORM	OLIVER	H	BG Storage Ltd
ROUGH PLATFORM	PARTRIDGE	R E	BG Storage Ltd
ROUGH PLATFORM	PHILIPSON	D W	BG Storage Ltd
ROUGH PLATFORM	PICKERING	A	BG Storage Ltd
ROUGH PLATFORM	PICKERING	L J	BG Storage Ltd
ROUGH PLATFORM	PITT	R T	BG Storage Ltd
ROUGH PLATFORM	PLEWES	M K	BG Storage Ltd
ROUGH PLATFORM	POWELL	J J	BG Storage Ltd
ROUGH PLATFORM	RASON	M T	BG Storage Ltd
ROUGH PLATFORM	RIDEALGH	B	BG Storage Ltd
ROUGH PLATFORM	RIGBY	S H	BG Storage Ltd
ROUGH PLATFORM	ROBERTS	C J	BG Storage Ltd
ROUGH PLATFORM	ROBINS	K A	BG Storage Ltd
ROUGH PLATFORM	ROBINSON	I K	BG Storage Ltd
ROUGH PLATFORM	ROSCOE	C	BG Storage Ltd
ROUGH PLATFORM	SALTER	J P	BG Storage Ltd
ROUGH PLATFORM	SANDERSON	G	BG Storage Ltd
ROUGH PLATFORM	SCOTT	T M	BG Storage Ltd
ROUGH PLATFORM	SMITH	J D	BG Storage Ltd
ROUGH PLATFORM	SMITH	D S	BG Storage Ltd
ROUGH PLATFORM	SNOWDON	B E	BG Storage Ltd
ROUGH PLATFORM	STEPHENSON	D F	BG Storage Ltd
ROUGH PLATFORM	STODDON	M G	BG Storage Ltd
ROUGH PLATFORM	STOUT	M R	BG Storage Ltd
ROUGH PLATFORM	SUTCLIFFE	A D	BG Storage Ltd
ROUGH PLATFORM	TELFORD	P D	BG Storage Ltd
ROUGH PLATFORM	TENNISON	P G	BG Storage Ltd
ROUGH PLATFORM	THOMAS	S P	BG Storage Ltd
ROUGH PLATFORM	THOMPSON	R	BG Storage Ltd
ROUGH PLATFORM	WATERHOUSE	P D	BG Storage Ltd
ROUGH PLATFORM	WEALL	I D	BG Storage Ltd

Location	Surname	Initials	Assignment
ROUGH PLATFORM	WEST	R J	BG Storage Ltd
ROUGH PLATFORM	WILDBORE	K G	BG Storage Ltd
ROUGH PLATFORM	WILKINS	W D	BG Storage Ltd
ROUGH PLATFORM	WILKINSON	W J S	BG Storage Ltd
ROUGH PLATFORM	WILLIAMS	B	BG Storage Ltd
ROUGH PLATFORM	WILLIS	S M	BG Storage Ltd
ROUGH PLATFORM	WILSON	D S	BG Storage Ltd
ROUGH PLATFORM	WINSPEAR	K	BG Storage Ltd
ROUGH SUPPORT	BIGLIN	L M	BG Storage Ltd
ROUGH SUPPORT	BOOTH	P A	BG Storage Ltd
ROUGH SUPPORT	BROWN	K W	BG Storage Ltd
ROUGH SUPPORT	CLARK	A	BG Storage Ltd
ROUGH SUPPORT	DINHAM	W P	BG Storage Ltd
ROUGH SUPPORT	FORSTER	C W	BG Storage Ltd
ROUGH SUPPORT	HICKS	S	BG Storage Ltd
ROUGH SUPPORT	HOWARD	K L	BG Storage Ltd
ROUGH SUPPORT	IVES	J	BG Storage Ltd
ROUGH SUPPORT	JORDAN	C	BG Storage Ltd
ROUGH SUPPORT	JUKES	P	BG Storage Ltd
ROUGH SUPPORT	KENNERLEY	D J	BG Storage Ltd
ROUGH SUPPORT	LARCHET	L	BG Storage Ltd
ROUGH SUPPORT	MARSHALL	K	BG Storage Ltd
ROUGH SUPPORT	OGLESBY	S	BG Storage Ltd
ROUGH SUPPORT	PARAGREEN	P J	BG Storage Ltd
ROUGH SUPPORT	PATON	W G	BG Storage Ltd
ROUGH SUPPORT	STOKER	DM	BG Storage Ltd
ROUGH SUPPORT	TENNANT	D J	BG Storage Ltd
ROUGH SUPPORT	THOMPSON	S J	BG Storage Ltd
ROUGH SUPPORT	TONGE	JW	BG Storage Ltd
ROUGH SUPPORT	TURNER	S	BG Storage Ltd
ROUGH SUPPORT	WELHINDA	A	BG Storage Ltd
ROUGH SUPPORT	WOOD	L J	BG Storage Ltd
ROUGH TERMINAL	ALLEN	G W	BG Storage Ltd
ROUGH TERMINAL	ATKINSON	D F	BG Storage Ltd
ROUGH TERMINAL	BLACKWELL	K	BG Storage Ltd
ROUGH TERMINAL	BLACKWELL	G A	BG Storage Ltd
ROUGH TERMINAL	BONSER	I	BG Storage Ltd
ROUGH TERMINAL	CAHILL	D	BG Storage Ltd
ROUGH TERMINAL	CARR	W K	BG Storage Ltd
ROUGH TERMINAL	CHAPMAN	K	BG Storage Ltd
ROUGH TERMINAL	CLAYTON	J S	BG Storage Ltd
ROUGH TERMINAL	COLLINSON	K	BG Storage Ltd

Location	Surname	Initials	Assignment
ROUGH TERMINAL	COOMBS	DJ	BG Storage Ltd
ROUGH TERMINAL	COOPER	W D	BG Storage Ltd
ROUGH TERMINAL	COYNE	JA	BG Storage Ltd
ROUGH TERMINAL	FAIRFIELD	P	BG Storage Ltd
ROUGH TERMINAL	FARR	D	BG Storage Ltd
ROUGH TERMINAL	FARRER	I R	BG Storage Ltd
ROUGH TERMINAL	FAULDS	A	BG Storage Ltd
ROUGH TERMINAL	FROST	DJ	BG Storage Ltd
ROUGH TERMINAL	GARDINER	S	BG Storage Ltd
ROUGH TERMINAL	HENDERBY	F R	BG Storage Ltd
ROUGH TERMINAL	HOE	A S	BG Storage Ltd
ROUGH TERMINAL	HOPTON	P E A	BG Storage Ltd
ROUGH TERMINAL	HUNT	M	BG Storage Ltd
ROUGH TERMINAL	JEFFREY	J	BG Storage Ltd
ROUGH TERMINAL	JOLLEY	S	BG Storage Ltd
ROUGH TERMINAL	JONES	I B	BG Storage Ltd
ROUGH TERMINAL	LINGWOOD	M	BG Storage Ltd
ROUGH TERMINAL	MALLINSON	C	BG Storage Ltd
ROUGH TERMINAL	MCMASTER	H	BG Storage Ltd
ROUGH TERMINAL	MCNAUGHT	M	BG Storage Ltd
ROUGH TERMINAL	MUIR	G N	BG Storage Ltd
ROUGH TERMINAL	NUTTALL	D	BG Storage Ltd
ROUGH TERMINAL	OLIVER	D	BG Storage Ltd
ROUGH TERMINAL	PICKERING	K P	BG Storage Ltd
ROUGH TERMINAL	PLANT	C	BG Storage Ltd
ROUGH TERMINAL	POTTAGE	G R	BG Storage Ltd
ROUGH TERMINAL	RAWCLIFFE	J J	BG Storage Ltd
ROUGH TERMINAL	RIMMER	P T	BG Storage Ltd
ROUGH TERMINAL	RUDD	JW	BG Storage Ltd
ROUGH TERMINAL	SCARGILL	M R	BG Storage Ltd
ROUGH TERMINAL	SCOTT	A	BG Storage Ltd
ROUGH TERMINAL	SHODE	P B	BG Storage Ltd
ROUGH TERMINAL	SIMMONS	AM	BG Storage Ltd
ROUGH TERMINAL	TAYLOR	P	BG Storage Ltd
ROUGH TERMINAL	THOMSON	G J	BG Storage Ltd
ROUGH TERMINAL	WADDINGHAM	J G	BG Storage Ltd
ROUGH TERMINAL	WATSON	A W	BG Storage Ltd
ROUGH TERMINAL	WILKINSON	LD	BG Storage Ltd
ROUGH TERMINAL	WILKINSON	J M	BG Storage Ltd
ROUGH TERMINAL	WILLERTON	N	BG Storage Ltd
ROUGH TERMINAL	WILLIAMS	TG	BG Storage Ltd
ROUGH TERMINAL	WRIGHT	D	BG Storage Ltd

Location	Surname	Initials	Assignment
SOLIHULL	ANWAR	M J	BG Storage Ltd
SOLIHULL	ARCHER	JL	BG Storage Ltd
SOLIHULL	BAILEY	AM	BG Storage Ltd
SOLIHULL	BAKER	M	BG Storage Ltd
SOLIHULL	BARNES	I M	BG Storage Ltd
SOLIHULL	BLACK	MJ	BG Storage Ltd
SOLIHULL	BRADFORD	A L	BG Storage Ltd
SOLIHULL	BREALEY	R L	BG Storage Ltd
SOLIHULL	BURMAN	S T	BG Storage Ltd
SOLIHULL	BYRON	MCG	BG Storage Ltd
SOLIHULL	CARTER	KA	BG Storage Ltd
SOLIHULL	COOK	S J	BG Storage Ltd
SOLIHULL	COTTON	NK	BG Storage Ltd
SOLIHULL	DARLOW	N R	BG Storage Ltd
SOLIHULL	DAVIES	DT	BG Storage Ltd
SOLIHULL	DAVIES	L E	BG Storage Ltd
SOLIHULL	DOBBINS	MJ	BG Storage Ltd
SOLIHULL	DODSON	M	BG Storage Ltd
SOLIHULL	EVANS	T L	BG Storage Ltd
SOLIHULL	FARRINGTON	B	BG Storage Ltd
SOLIHULL	GODDARD	A J	BG Storage Ltd
SOLIHULL	HARRIS	LJ	BG Storage Ltd
SOLIHULL	HEMMING	IW	BG Storage Ltd
SOLIHULL	HIGGINS	H C	BG Storage Limited
SOLIHULL	HOARE	P G	BG Storage Ltd
SOLIHULL	JAMES	DDJ	BG Storage Ltd
SOLIHULL	JOHNSON	MH	BG Storage Ltd
SOLIHULL	JONES	ACU	BG Storage Ltd
SOLIHULL	KEELING	A J	BG Storage Ltd
SOLIHULL	KINOULTY	M C F	BG Storage Ltd
SOLIHULL	LEES	P T	BG Storage Ltd
SOLIHULL	MATHER	S	BG Storage Ltd
SOLIHULL	MCINTOSH	T	BG Storage Ltd
SOLIHULL	MCLEOD	R W	BG Storage Ltd
SOLIHULL	O'NEILL	A	BG Storage Ltd
SOLIHULL	PITCHFORD	LM	BG Storage Ltd
SOLIHULL	POUNTNEY	FC	BG Storage Ltd
SOLIHULL	PRICE	L	BG Storage Ltd
SOLIHULL	RADESK	B	BG Storage Ltd
SOLIHULL	RENAUD	P J	BG Storage Ltd
SOLIHULL	RITCHIE	G M	BG Storage Ltd
SOLIHULL	RODDEN	S M	BG Storage Ltd



Location	Surname	Initials	Assignment
SOLIHULL	ROGERS	G G	BG Storage Ltd
SOLIHULL	ROGERS	A I	BG Storage Ltd
SOLIHULL	RUSSELL	WP	BG Storage Ltd
SOLIHULL	SEERY	J A	BG Storage Ltd
SOLIHULL	SLORA	JA	BG Storage Ltd
SOLIHULL	SUTTON	MA	BG Storage Ltd
SOLIHULL	WARD	JG	BG Storage Ltd
SOLIHULL	WARING	S	BG Storage Ltd
SOLIHULL	WATKINS	PE	BG Storage Ltd
SOLIHULL	WAUDBY	S M	BG Storage Ltd
SOLIHULL	WRELTON	AE	BG Storage Ltd
SOLIHULL	WYKES	S L	BG Storage Ltd

**B. List of employees who, for the avoidance of doubt, will not be transferring to the Purchaser as part of the purchase of the Business**

Location	Surname	Initials	Assignment
AVONMOUTH	EDWARDS	J	BG Transco plc
AVONMOUTH	FEWSTER	I M	BG Transco plc
AVONMOUTH	GILES	C	BG Transco plc
AVONMOUTH	HALES	C R	BG Transco plc
AVONMOUTH	HALL	T C	BG Transco plc
AVONMOUTH	HARNAMAN	MJ	BG Transco plc
AVONMOUTH	HOLLIER	A T	BG Transco plc
AVONMOUTH	ISON	C J	BG Transco plc
AVONMOUTH	JONES	D	BG Transco plc
AVONMOUTH	JONES	R B K	BG Transco plc
AVONMOUTH	LAMBERT	M A	BG Transco plc
AVONMOUTH	LEWIS	G	BG Transco plc
AVONMOUTH	LITSTER	C	BG Transco plc
AVONMOUTH	LUCK	P J	BG Transco plc
AVONMOUTH	MEAD	R G	BG Transco plc
AVONMOUTH	MULVIHILL	T J	BG Transco plc
AVONMOUTH	NATTRASS	R H	BG Transco plc
AVONMOUTH	PEGLER	A R	BG Transco plc
AVONMOUTH	POWELL	A J	BG Transco plc
AVONMOUTH	SANOK	L	BG Transco plc
AVONMOUTH	SAWYER	N P	BG Transco plc
AVONMOUTH	SCOTT	A E	BG Transco plc
AVONMOUTH	WHARF	P	BG Transco plc
AVONMOUTH	WITHENSHAW	P A	BG Transco plc
DYNEVOR ARMS	ADDIS	P D	BG Transco plc
DYNEVOR ARMS	CLEMENT	J	BG Transco plc
DYNEVOR ARMS	DAVIES	R W	BG Transco plc
DYNEVOR ARMS	DEWITT	R J	BG Transco plc
DYNEVOR ARMS	GRIFFITHS	J	BG Transco plc
DYNEVOR ARMS	HORLER-WILLIAMS	P	BG Transco plc
DYNEVOR ARMS	JOHN	R G	BG Transco plc
DYNEVOR ARMS	JOLLIFFE	G N	BG Transco plc
DYNEVOR ARMS	LEWIS	R A	BG Transco plc
DYNEVOR ARMS	LINDSAY	S H	BG Transco plc
DYNEVOR ARMS	MANNING	G L	BG Transco plc
DYNEVOR ARMS	MILLER	S P	BG Transco plc
DYNEVOR ARMS	MORGAN	R I	BG Transco plc
DYNEVOR ARMS	MORRIS	M E	BG Transco plc

Location	Surname	Initials	Assignment
DYNEVOR ARMS	TASKER	D M	BG Transco plc
DYNEVOR ARMS	TUCK	A J	BG Transco plc
DYNEVOR ARMS	TUCKER	AH	BG Transco plc
DYNEVOR ARMS	WILLIAMS	T R V	BG Transco plc
DYNEVOR ARMS	WILLIAMS	A	BG Transco plc
DYNEVOR ARMS	WILSON	P	BG Transco plc
DYNEVOR ARMS	WOOZLEY	T G	BG Transco plc
DYNEVOR ARMS	WRIGHT	I	BG Transco plc
GLENMAVIS	ANDREWS	W B	BG Transco plc
GLENMAVIS	BLYTH	D J	BG Transco plc
GLENMAVIS	COOMBS	P	BG Transco plc
GLENMAVIS	DAVIES	J	BG Transco plc
GLENMAVIS	DUFFY	J D	BG Transco plc
GLENMAVIS	FAIRLEY	R M	BG Transco plc
GLENMAVIS	FERGUSON	R L N	BG Transco plc
GLENMAVIS	FREW	J G	BG Transco plc
GLENMAVIS	GILLIES	R	BG Transco plc
GLENMAVIS	GUNN	S R	BG Transco plc
GLENMAVIS	HUMES	D L	BG Transco plc
GLENMAVIS	HUNTER	R I	BG Transco plc
GLENMAVIS	JARDINE	C T	BG Transco plc
GLENMAVIS	JOHNSTONE	A J	BG Transco plc
GLENMAVIS	LUMSDEN	B D	BG Transco plc
GLENMAVIS	MARSHALL	D	BG Transco plc
GLENMAVIS	MORGAN	A	BG Transco plc
GLENMAVIS	OSPREY	R	BG Transco plc
GLENMAVIS	RAE	R F	BG Transco plc
GLENMAVIS	SAUNDERSON	J	BG Transco plc
GLENMAVIS	SHAW	S J	BG Transco plc
ISLE OF GRAIN	ANTOINE	I	BG Transco plc
ISLE OF GRAIN	BECKET	R E	BG Transco plc
ISLE OF GRAIN	BELMORE	I J	BG Transco plc
ISLE OF GRAIN	CARTER	G	BG Transco plc
ISLE OF GRAIN	CLAYTON	M P	BG Transco plc
ISLE OF GRAIN	COOKE	B	BG Transco plc
ISLE OF GRAIN	CULKIN	S R	BG Transco plc
ISLE OF GRAIN	DENNIS	K W G	BG Transco plc
ISLE OF GRAIN	DUDBRIDGE	A	BG Transco plc
ISLE OF GRAIN	GOAD	WAT	BG Transco plc
ISLE OF GRAIN	GODDARD	J	BG Transco plc
ISLE OF GRAIN	GOLDUP	B J	BG Transco plc
ISLE OF GRAIN	HENBEST	K A	BG Transco plc

Location	Surname	Initials	Assignment
ISLE OF GRAIN	LATIMER	C S	BG Transco plc
ISLE OF GRAIN	LAWRENCE	B	BG Transco plc
ISLE OF GRAIN	MITCHELL	P W	BG Transco plc
ISLE OF GRAIN	MOSS	S	BG Transco plc
ISLE OF GRAIN	MURPHY	S	BG Transco plc
ISLE OF GRAIN	ROWE	N R	BG Transco plc
ISLE OF GRAIN	SMITH	A J	BG Transco plc
ISLE OF GRAIN	TAYLOR	G	BG Transco plc
ISLE OF GRAIN	TOGWELL	T	BG Transco plc
ISLE OF GRAIN	WEIGHTMAN	E	BG Transco plc
ISLE OF GRAIN	WOOD	BS	BG Transco plc
PARTINGTON	CLOHERTY	M	BG Transco plc
PARTINGTON	DARCY	S	BG Transco plc
PARTINGTON	FARRICKER	A	BG Transco plc
PARTINGTON	HUGHES	R P	BG Transco plc
PARTINGTON	JONES	D L	BG Transco plc
PARTINGTON	LEIGH	A	BG Transco plc
PARTINGTON	LOWE	MJ	BG Transco plc
PARTINGTON	MARLOW	J	BG Transco plc
PARTINGTON	MCANDRY	C M	BG Transco plc
PARTINGTON	MORLEY	G	BG Transco plc
PARTINGTON	MORRIS	P	BG Transco plc
PARTINGTON	PORTER	A B	BG Transco plc
PARTINGTON	ROSCOE	G L	BG Transco plc
PARTINGTON	ROURKE	A K	BG Transco plc
PARTINGTON	SCOTT	A J	BG Transco plc
PARTINGTON	SOANE	M R	BG Transco plc
PARTINGTON	STORER	B C	BG Transco plc
PARTINGTON	THOMAS	D V	BG Transco plc
PARTINGTON	TICKLE	J	BG Transco plc
PARTINGTON	TURNBULL	S	BG Transco plc
PARTINGTON	WATSON	I	BG Transco plc
PARTINGTON	WEBB	P	BG Transco plc
SOLIHULL	ANDREWS	P	BG Transco plc
SOLIHULL	ALAM	I	BG Transco plc
SOLIHULL	ARNOLD	FE	BG Transco plc
SOLIHULL	BAKER	N	BG Transco plc
SOLIHULL	DAVIES	I	BG Transco plc
SOLIHULL	DEYES	P	BG Transco plc
SOLIHULL	GLASS	D	BG Transco plc
SOLIHULL	GORDON	S	BG Transco plc
SOLIHULL	HOPKINS	SC	BG Transco plc

Location	Surname	Initials	Assignment
SOLIHULL	HOPKINS	JD	BG Transco plc
SOLIHULL	HOPKINS	I G R	BG Transco plc
SOLIHULL	MCGOLDRICK	M	BG Transco plc
SOLIHULL	MCKINLEY	A	BG Transco plc
SOLIHULL	MITCHELL	J L	BG Transco plc
SOLIHULL	NAHEEM	M	BG Transco plc
SOLIHULL	PAGE	ECH	BG Transco plc
SOLIHULL	PEARSON	A	BG Transco plc
SOLIHULL	POOLE	M	BG Transco plc
SOLIHULL	ROBERTSON	J	BG Transco plc
SOLIHULL	SHARKEY	H C	BG Transco plc

## Part 2 - Provisions applying in relation to Relevant Employees as provided in Clause 11.

In this Schedule:

- 1 **"Non-Transferred Employee"** means any employee of the Vendor or the Vendor's Group (excluding the Purchaser) who is not transferred to the Purchaser pursuant to the Transfer Regulations by virtue of the sale of the Business to be effected under this Agreement including any former employee of the Vendor or any member of the Vendor's Group (excluding the Purchaser) or of any other entity previously forming part of the group to which the Vendor (or any predecessor of the Vendor) was a member (but, for the avoidance of doubt, excluding the Purchaser);  
  
**"Transferred Employee"** means the Relevant Employees and any other employee transferred to the Purchaser pursuant to the Transfer Regulations by virtue of the sale of the Business to be effected under this Agreement;  
  
**"Transfer Regulations"** means the Transfer of Undertakings (Protection of Employment) Regulations 1981 (as amended); and  
  
**"employee"** has the meaning given in Regulation 2 of the Transfer Regulations.
- 2 The parties accept that this Agreement and the sale of the Business to be effected by it are governed by the Transfer Regulations and accordingly the contract of employment of each of the Relevant Employees (save insofar as such contract relates to any occupational pension scheme) shall be transferred to the Purchaser with effect from the Transfer Date which shall be the "time of transfer" under the Transfer Regulations.
- 3 The parties further accept that if there is transferred to the Purchaser any employee who is not a Relevant Employee pursuant to the Transfer Regulations by virtue of the sale of the Business to be effected by this Agreement, the Purchaser will nonetheless treat such person as a Relevant Employee and will employ such person with effect from the Transfer Date on the terms of his or her contract of employment (save insofar as such contract relates to any occupational pension scheme) immediately prior to the Transfer Date.
- 4 Except in relation to Excluded Indemnity Agreement Liabilities the Purchaser shall indemnify the Vendor and keep the Vendor indemnified against all and any losses, claims, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim or demand by any Transferred Employee in respect of any act, fault or omission of the Vendor or a member of the Vendor's Group (but excluding the Purchaser) relating to a time prior to the Transfer Date (but including the Transfer Date) and arising out of or in connection with the employment of, or employment relationship with (including, but not limited to, termination of the same), the Vendor or any member of the Vendor's Group (but excluding the Purchaser) including, but not limited to, any claim for breach of contract, wrongful or unfair dismissal, redundancy payment (statutory or contractual), sex, disability or race discrimination, equal pay and any other claim in contract, tort or otherwise and whether arising under English law or otherwise.
- 5 The Vendor shall indemnify the Purchaser and keep the Purchaser indemnified against all and any losses, claims, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) in connection with or as a result of any claim or demand by any

Non-Transferred Employee and arising out of or in connection with the employment of, or employment relationship with (including, but not limited to, termination of the same), the Vendor or any member of the Vendor's Group (but excluding the Purchaser) including, but not limited to, any claim for breach of contract, wrongful or unfair dismissal, redundancy payment (statutory or contractual), sex, disability or race discrimination, equal pay any claim related to an Excluded Indemnity Agreement Liability (but only to the extent that the Vendor is indemnified in respect of such claim by Centrica plc or any of its successors and assigns) and any other claim in contract, tort or otherwise and whether arising under English law or otherwise.

**Schedule 7**  
**Schedule deliberately left blank**



## **Schedule 8**

### **Pensions**

Provisions applying in relation to pension matters as provided in Clause 12.

- 1 The Vendor and the Purchaser agree that with effect from the Transfer Date and subject to Inland Revenue approval, the Purchaser will become an Employer (as defined in the rules of the BG Corporation Pension Scheme and the BG Staff Pension Scheme (together called the "Schemes")) in the Schemes. To give effect to this agreement, the Purchaser and BG Group plc shall on, or as soon as reasonably practicable after, the date of this Agreement execute or procure the execution of deeds of accession substantially in the form attached as Annex C.
- 2 The Vendor and the Purchaser agree that with effect from the Transfer Date the following shall apply to each arrangement or deed (other than in relation to the Schemes) under which the Vendor has agreed to provide retirement or death benefits to or in respect of any Relevant Employee:
  - 2.1 Subject to any required consent as described in paragraph 2.2, the Vendor shall be released from all its rights, obligations and liabilities (whether past or future) under this agreement and the Purchaser shall assume those rights, obligations and liabilities;
  - 2.2 Where the consent of either the employee concerned or a trustee is required, the Vendor and the Purchaser shall use all reasonable endeavours to obtain the consent of that person to the release and assumption of the rights, obligations and liabilities described in 2.1 above.
  - 2.3 The Purchaser and BG Group plc shall sign or execute any deeds and other documentation as may be necessary to give effect to the provisions of this paragraph 2.
- 3 Where any benefit payable under an agreement or deed referred to in paragraph 2 above is insured, the Vendor and the Purchaser shall use all reasonable endeavours to ensure that the Vendor is released from its rights, obligations and liabilities under the insurance contract or policy and the Purchaser assumes such rights, obligations and liabilities in its place

**Schedule 9**  
**Shared Contracts and Insurance Contracts**

**Part 1: Shared Contracts (Clause 14)**

CONTRACT	COMPANY
IT ADVISORY SERVICE	GARTNER
SAP UPGRADES	SAP
SOFTWARE PRODUCTS LICENCING	ORACLE
SOFTWARE PRODUCTS LICENCING	MICROSOFT
SOFTWARE PRODUCTS LICENCING	LOTUS
SOFTWARE PRODUCTS LICENCING	COMPAQ
SOFTWARE PRODUCTS LICENCING	ICL MC
TELECOMMUNICATIONS	ICL
TELECOMMUNICATIONS	CABLE & WIRELESS
TELECOMMUNICATIONS	BRITISH TELECOM
MOBILE PHONES	VODAPHONE
SOFTWARE FOR GROUP ACCOUNTS	COMSHARE
SOFTWARE/MATHEMATICAL LIBRARY	ALGORITHMS GROUP
DISK FRAGMENTATION	RAXCO

ALL-IN-ONE	COS
EMPLOYEE ASSISTANCE PROGRAMME	FOCUS EAP
FAMILY MATTERS	FAMILY MATTERS
PERSONAL WELFARE INSURANCE	BUPA
CAREER DEVELOPMENT PROCESS	THE OXFORD GROUP
GRADUATE BROCHURE	STOCK AUSTIN SICE
RELOCATION SERVICES	BRADFORD & BINGLEY
EXPAT TAXATION ADVISORY SERVICE	ARTHUR ANDERSEN
INTERNATIONAL RELOCATION SERVICE	TRANSEURO
YEAR 2000 CONSULTANCY	FLETCHER HEATH
YEAR 2000 CONSULTANCY	CAPELRIG
YEAR 2000 CONSULTANCY	REAL TIME ENGINEERING
YEAR 2000 CONSULTANCY	EUTECH
ELECTRICITY METER OPERATOR	SCHLUBERGER
ELECTRICITY DATA COLLECTION SERVICES	DATUM SOLUTIONS
SHARE REGISTRATION	LLOYDS TSB REGISTRARS
LTI INDEMNITY	CENTRICA
GAS DISCOUNTS	CENTRICA
STATIONERY	GUILBERT
MEMBERSHIP	BRITISH STANDARDS INSTITUTE
TRAVEL & HOTEL ARRANGEMENTS	AMERICAN EXPRESS

**Part 2: Insurance Contracts (Clause 10)**

DATE	COMPANY	DESCRIPTION
01 April 1999	BGICL	Provision of General Insurance
20 November 1999	Chubb & others	Provision of Directors and Officers Insurance
Various	Lloyds & others	Provision of Specialist Insurance
01 April 1999	RAC	Motor accidental damage services

**Schedule 10**  
**Schedule deliberately left blank**

**Schedule 11**  
**Schedule deliberately left blank**

## Schedule 12 Contracts

### Part 1 - Sale Contracts

'SSC' means Storage Services Contract. 'CA' means Credit Agreement

Date	Parties	Description
8 April 1999	(1) BG plc (2) Accord Energy Limited	SSC
8 April 1999	(1) BG plc (2) Accord Energy Limited	CA
23 April 1999	(1) BG plc (2) Agip (UK) Limited	SSC
23 April 1999	(1) BG plc (2) Agip (UK) Limited	CA
22 March 1999	(1) BG plc (2) Amerada Hess Gas Limited	SSC
22 March 1999	(1) BG plc (2) Amerada Hess Gas Limited	CA
26 April 1999	(1) BG plc (2) Alliance Gas Limited	SSC
26 April 1999	(1) BG plc (2) Alliance Gas Limited	CA
1 April 1999	(1) BG plc (2) Arco British Limited	SSC
1 April 1999	(1) BG plc (2) Arco British Limited	CA
26 April 1999	(1) BG plc (2) Beacon Gas Limited	SSC
26 April 1999	(1) BG plc (2) Beacon Gas Limited	CA
29 March 1999	(1) BG plc (2) BG International Ltd	SSC

29 March 1999	(1) BG plc (2) BG International Ltd	CA
Undated	(1) BG plc (2) British Gas Trading Limited	SSC
Undated	(1) BG plc (2) British Gas Trading Limited	CA
22 March 1999	(1) BG plc (2) BP Gas Marketing Limited	SSC
22 March 1999	(1) BG plc (2) BP Gas Marketing Limited	CA
22 March 1999	(1) BG plc (2) Dynegy UK Limited	SSC
22 March 1999	(1) BG plc (2) Dynegy UK Limited	CA
22 March 1999	(1) BG plc (2) Eastern Power & Energy Trading Limited	SSC
22 March 1999	(1) BG plc (2) Eastern Power & Energy Trading Limited	CA
1 April 1999	(1) BG plc (2) Elf Gas and Power Limited	SSC
1 April 1999	(1) BG plc (2) Elf Gas and Power Limited	CA
19 March 1999	(1) BG plc (2) Enron Gas & Petrochemicals Trading Limited	SSC
19 March 1999	(1) BG plc (2) Enron Gas & Petrochemicals Trading Limited	CA
23 April 1999	(1) BG plc (2) Louis Dreyfus Energy Limited	SSC
23 April 1999	(1) BG plc (2) Louis Dreyfus Energy Limited	CA



8 March 1999	(1) BG plc (2) Midlands Sales Limited	SSC
8 March 1999	(1) BG plc (2) Midlands Sales Limited	CA
13 October 1999	(1) BG plc (2) Louis Dreyfus Electricity and Gas Ltd	SSC
13 October 1999	(1) BG plc (2) Louis Dreyfus Electricity and Gas Ltd	CA
22 March 1999	(1) BG plc (2) Mobil Gas Marketing (UK) Limited	SSC
22 March 1999	(1) BG plc (2) Mobil Gas Marketing (UK) Limited	CA
8 April 1999	(1) BG plc (2) National Power plc	SSC
8 April 1999	(1) BG plc (2) National Power plc	CA
22 April 1999	(1) BG plc (2) Neste Gas Limited	SSC
22 April 1999	(1) BG plc (2) Neste Gas Limited	CA
22 April 1999	(1) BG plc (2) Norsk Hydro (UK) Limited	SSC
22 April 1999	(1) BG plc (2) Norsk Hydro (UK) Limited	CA
26 April 1999	(1) BG plc (2) Northern Electric & Gas Limited	SSC
26 April 1999	(1) BG plc (2) Northern Electric & Gas Limited	CA
18 March 1999	(1) BG plc (2) Powergen UK plc	SSC

18 March 1999	(1) BG plc (2) Powergen UK plc	CA
19 March 1999	(1) BG plc (2) Quantum Gas Management plc	SSC
19 March 1999	(1) BG plc (2) Quantum Gas Management plc	CA
1 April 1999	(1) BG plc (2) Reepham Limited	SSC
1 April 1999	(1) BG plc (2) Reepham Limited	CA
19 March 1999	(1) BG plc (2) Regent Gas Limited	SSC
19 March 1999	(1) BG plc (2) Regent Gas Limited	CA
31 March 1999	(1) BG plc (2) Scottish Power plc	SSC
31 March 1999	(1) BG plc (2) Scottish Power plc	CA
19 March 1999	(1) BG plc Scottish & Southern Energy plc	SSC
19 March 1999	(1) BG plc (2) Scottish & Southern Energy plc	CA
12 August 1999	(1) BG plc (2) Semptra Energy Europe Limited	SSC
12 August 1999	(1) BG plc (2) Semptra Energy Europe Limited	CA
9 March 1999	(1) BG plc (2) Société Générale Energie	SSC
9 March 1999	(1) BG plc (2) Société Générale Energie	CA
30 June 1999	(1) BG plc (2) The Gas Light & Coke Company Limited	SSC

30 June 1999	(1) BG plc (2) The Gas Light & Coke Company Limited	CA
30 June 1999	(1) BG plc (2) The Gas Light & Coke Company	Contract for Aggregate Gas in Storage
8 April 1999	(1) BG plc (2) Total Gas Marketing Limited	SSC
8 April 1999	(1) BG plc (2) Total Gas Marketing Limited	CA
8 April 1999	(1) BG plc (2) Aquila Energy Trading Ltd	SSC
8 April 1999	(1) BG plc (2) Aquila Energy Trading Ltd	CA
19 March 1999	(1) BG plc (2) Vitol SA	SSC
19 March 1999	(1) BG plc (2) Vitol SA	CA
26 April 1999	(1) BG plc Volunteer Energy Limited	SSC
26 April 1999	(1) BG plc (2) Volunteer Energy Limited	CA
22 March 1999	(1) BG plc (2) Yorkshire Energy Limited	SSC
22 March 1999	(1) BG plc (2) Yorkshire Energy Limited	CA
11 November 1999	(1) BG plc (2) Hamsard 5049 Ltd	SSC
11 November 1999	(1) BG plc (2) Hamsard 5049 Ltd	CA

## Part 2 - Supplier Contracts

Date	Parties	Description
14 November 1997	(1) BG plc (in the name of BG Storage) (2) (2) CMG UK Ltd	Agreement for Payroll Services
5 February 1998	(1) BG plc (2) Polo PR Partnership	Agreement for the provision of PR Services relating to Aldbrough
12 May 1998	(1) BG plc (2) Wilcock Consultants Ltd	Main Consultancy Agreement for Aldbrough
26 June 1998	(1) BG plc (2) Real Time Engineering Ltd	Agreement for Year 2000 Consultancy Services
23 July 1998	(1) BG plc (2) Tweeds Project Services Ltd	Purchase Order No. 002446
4 December 1998	(1) BG plc (2) Pennine Telecom Ltd	Agreement for the Provision of Radios (Salt & LNG)
31 March 1999	(1) BG plc (2) PSDI UK Ltd	Annual Client Support Plan for Maximo
7 June 1999	(1) BG plc (2) Filtan Gas Technology GmbH	Extended Warranty of Filtan Vortisep Meter
8 June 1999	(1) BG plc (2) Integra Resources	Agreement for Project Management Services
7 July 1999	(1) BG plc (2) Anderson Greenwood Crosby	Review of Maintenance of PSVs
16 July 1999	(1) BG plc (2) Development Engineering Ltd	Agreement for Salt/LNG – Condition Monitoring Services
27 July 1999	(1) BG plc (2) Penine Telecom Ltd	Provision of Radios (offshore)
Various dates	(1) BG plc (2) PSDI	Maximo Implementation at Rough. Various orders
	(1) BG plc (2) Johnson Controls Ltd	Agreement for Facilities Management Services at Consort House

15 March 1999	(1) BG plc (2) International Computers Ltd	Managed IT Service Contract (Unsigned)
	(1) BG plc (2) Technodyne International Ltd	Agreement for the Provision of CAD Equipment at Easington]
	(1) BG plc (2) Bailey Telecom Ltd	Easington Telecoms Rationalisation Agreement
7 May 1999	(1) BG plc (2) TA Group Ltd	Agreement in respect of RCM Offshore Review
3 September 1999	(1) BG plc (2) Jones Lang Lasalle	Ratings Assessment
1 April 1999	(1) BG plc (2) SW Independent Medical Services Ltd	Agreement for Occupational Health Care (Unsigned)
1 May 1999	(1) BG plc (2) Asco Ltd	New Asco Agreement
1 September 1998	(1) BG plc (2) Grampian Test & Certification Ltd	Agreement for Lifting Equipment Examination and Testing Services
1 January 1999	(1) BG plc (2) (3) Amec Process & Energy Limited	Agreement for Services and Project Work at Easington(Unsigned)
12 July 1999	(1) BG plc (2) Logica UK Ltd	Customer Access System Agreement
1 October 1999	(1) BG plc (2) Yorkshire Electricity Group plc	Electricity Contracts
	(1) BG plc (2) Kewill Omnicron	Dynamics Accounting Package
	(1) BG plc (2) PSDI	Maximo work and asset management and procurement and inventory
	(1) BG plc (2) AMB	BACS application package

	(1) BG plc (2) Lotus	Customised Lotus Notes
	(1) BG plc (2) Attachmate	EPC terminal emulation
	(1) BG plc (2) Cheyene	Anti-virus package
	(1) BG plc (2) Herbert Smith	Terms and Conditions of retainer for Herbert Smith
1 April 1999	(1) BG plc (2) Expotel	Hotel accommodation
2 September 1994	(1) BG plc (2) Boston Putford Offshore Safety	Standby vessel for Rough
17 November 1995	(1) BG plc (2) Bond Helicopters	Provision of helicopter services
2 November 1995	(1) BG plc (2) Mick Pearcey	Offshore catering services
1 May 1998	(1) BG plc (2) Lloyds Register	Inspection/testing services

### Part 3 - Other Contracts

- 1 The production and site operation arrangements between The Vendor and BG International Limited in respect of Amethyst reprocessing at the Easington terminal

The Rough & Hornsea Supplemental Storage Services contracts.

The Put Option Services Agreement between BG plc and Centrica plc.

The Rough Native Gas Agreement between BG plc and BG International Limited

**Schedule 13**  
**Schedule left deliberately blank**

**Schedule 14**  
**Schedule left deliberately blank**



**Schedule 15**  
**Joint Venture Agreements**

All arrangements with Keyspan Corporation for the potential development of storage facilities in Northern Ireland.

**Schedule 16**  
**Schedule Deliberately Left Blank**

**Schedule 17**  
**Agreed Terms Documents**

- 1     Transfer of whole;
- 2     Transfer of part;
- 18    Deeds of Easement.

SIGNED by R.E. VERRION

for and on behalf of

BG TRANSCO PLC in the  
presence of:

} R.E. Verrion

Witness's signature

M. C. Cooper

Name

M. C. COOPER

Address

5 Putney Avenue  
Funchley, London W3 2PE

Occupation

Accountant

SIGNED by M. KINOLTY

for and on behalf of

BG STORAGE LIMITED in the  
presence of:

} M. Kinolty

Witness's signature

C. Nuttall

Name

C. NUTTALL

Address

BEARCROFT HOUSE  
HASELOR,  
ALCESTER, WARWICKSHIRE

Occupation

MANAGEMENT CONSULTANT