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COMPANIES FORM No. 395

Particulars of a mortgage or charge

102058-403

395

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

[1][1][1][1]

4217941

Name of company

* CENTRICA ENERGY OPERATIONS LIMITED (being a "Company" or one of the "Companies")

Date of creation of the charge

31 March 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Intra-Group Receivables Charge entered into between the Companies and the Security Trustee (the "Charge").

Amount secured by the mortgage or charge

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

1. the sum of £156,500,000 or such other sum as may from time to time be evidenced by a Covenant to Pay Memorandum, provided that the Security Trustee shall not demand, or take action for recovery of, such sum unless a Default has occurred;

(see continuation sheet)

Names and addresses of the mortgagees or persons entitled to the charge

CENTRICA PENSION TRUSTEES LIMITED a company registered in England and Wales having its registered office at Millstream, Maidenhead Road, Windsor, Berkshire (see continuation sheet)

Postcode SL4 5GD

Presenter's name address and reference (if any):

LAD/MJB/C. 2785-3
Travers Smith LLP
10 Snow Hill
London
EC1A 2AL

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

THURSDAY



A08

A5UFR8VI

09/04/2009

COMPANIES HOUSE

231

15-4-09 244

Short particulars of all the property mortgaged or charged

1. Pursuant to the Charge each Company charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, by way of first fixed charge all its right, title and interest from time to time in and to all Monetary Claims and all Related Rights in each case both present and future.

(see continuation sheet)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed Travers Smith LLP

Date 08/04/09

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

*insert full name
of Company* CENTRICA ENERGY OPERATIONS LIMITED (being a "Company" or one of the
"Companies")

Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

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

(such obligations covenanted to be discharged by the Company the "Secured Obligations").

Addendum 3/4

3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

and with company registration number 3033654 as trustee for the Secured Parties on the terms and conditions set out in the Senior Finance Documents (the "Security Trustee", which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Intercreditor Agreement).

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

2. Pursuant to the Charge:

- 2.1 each Company undertook that it shall not, at any time during the subsistence of any Security Document (or any Security evidenced or constituted thereby), create or permit to subsist any Security over all or any part of the Charged Property;
- 2.2 each Company undertook that it shall not (and shall not agree to) at any time during the subsistence of the Charge (or any Security evidenced or constituted thereby), except as expressly permitted by the Charge (or otherwise with the prior written consent of the Security Trustee):
- 2.2.1 execute any conveyance, transfer, lease or assignment of, or other right to use or occupy, all or any part of the Charged Property; or
- 2.2.2 create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property; or
- 2.2.3 allow or grant any person any licence or right to use or to become entitled to assert any proprietary interest in, or right over, the Charged Property, which may, in each case, adversely affect the value of any of the Charged Property or the ability of the

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Security Trustee to exercise any of the Collateral Rights.

Definitions

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

"Collateral Rights" means all rights, powers and remedies of the Security Trustee provided by or pursuant to any Senior Finance Document and/or by law.

"Companies" means the following:

Name	Registration number
Centrica PLC	3033654
Centrica SHB Limited	2571241
Humberland Limited	2949541
GB Gas Holdings Limited	3186121
British Gas Trading Limited	3078711
Centrica Barry Limited	4815511
Centrica Brigg Limited	2352390
Centrica RPS Limited	4713745
Hydrocarbon Resources Limited	3115179
Centrica KPS Limited	5006144
Centrica KL Limited	4262243
Centrica Energy Operation Limited	4217941
Centrica Langage Limited	3462783
British Gas Services Limited	3141243

and each being a "Company".

"Covenant to Pay Memorandum" a duly completed and signed memorandum substantially in the form set out in Schedule 4 (*Form of Covenant to Pay Memorandum*) of the Intercreditor Agreement.

"Default" means event or circumstance specified as such in Clause 14 of the Debenture.

"Debenture" means the composite debenture dated 31 March 2009 executed by the Principal Obligors in favour of the Security Trustee.

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

"Intercreditor Agreement" means the Intercreditor Agreement dated 31 March 2009 between the

Name of company

*insert full name
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Principal Obligors (as Companies), Centrica PLC and others (as Original Obligors), Centrica PLC and others (as Original Intra-Group Creditors), Centrica Engineers Pension Trustees Limited (company number 3479986) and others (as Original Pension Trustees) and the Security Trustee (as Security Trustee).

"Monetary Claims" means any book and other debts and monetary claims owing to a Company by any Principal Obligor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any court order or judgment, any contract or agreement to which a Company is a party).

"Mortgage" means a mortgage or charge in respect of all the Real Property in accordance with Clause 6 (Further Assurance) of the Debenture and substantially in the form of Schedule 7 (Form of Legal Mortgage) of the Debenture.

"Obligors" mean Centrica SHB Limited (company number 2571241), Humberland Limited (company number 294954), GB Gas Holdings Limited (company number 3186121) and all other members of the Group from time to time party to any of the Senior Finance Documents (including, for the avoidance of doubt, the "Obligors" as defined in the Intercreditor Agreement and the "Intra-Group Creditors" as defined in the Intercreditor Agreement) (and "Obligor" shall be construed as each or any of them as the context admits or requires).

"Pension Trustees" means:

- (a) Centrica Engineers Pension Trustees Limited a company registered in England and Wales having its registered office at Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD and with company registration number 3479986 as the Centrica Engineers Pension Scheme Trustee;
- (b) Centrica Pension Plan Trustees Limited a company registered in England and Wales having its registered office at Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD and with company registration number 448278 as the Centrica Pension Plan Trustee; and
- (c) Centrica Pension Trustees Limited a company registered in England and Wales having its registered office at Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD and with company registration number 3033654 as the Centrica Pension Scheme Trustee,

(and "Pension Trustee" shall be construed as each or any of them as the context admits or requires).

"Principal Obligors" means Centrica SHB Limited (company number 2571241) and Humberland Limited (company number 294954) (and "Principal Obligor" shall be construed as each or any of them as the context so requires).

"Receiver" means a receiver or receiver and manager or (where permitted by law) administrative receiver of the whole or any part of the Charged Property and that term will

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include any appointee made under a joint and/or several appointment.

"Related Rights" means, in relation to any asset:

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

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

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

"Security Documents" means:

- (a) the Debenture, each Covenant to Pay Memorandum, each Mortgage, the Share Charge and the Charge;
- (b) any other document entered into at any time by any of the Obligors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations; and
- (c) any Security granted under any covenant for further assurance in any of those documents,

(and "Security Document" shall be construed as each or any of them as the context admits or requires).

"Senior Finance Documents" means the Security Documents and the Intercreditor Agreement (and "Senior Finance Document" shall be construed as each or any of them as the context admits or requires).

"Share Charge" means the Share Charge dated 31 March 2009 between GB Gas Holdings Limited (company number 3186121) and the Security Trustee.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 4217941
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN INTRA-GROUP RECEIVABLES
CHARGE DATED 31 MARCH 2009 AND CREATED BY CENTRICA
ENERGY OPERATIONS LIMITED FOR SECURING THE SUM OF
£156,500.00 AND ALL OTHER MONIES DUE OR TO BECOME DUE
FROM EACH COMPANY AND EACH OTHER OBLIGOR TO
CENTRICA PENSION TRUSTEES LIMITED AS SECURITY
TRUSTEE UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 9 APRIL 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 APRIL 2009

**THIS CERTIFICATE HAS BEEN
AMENDED BY AN AMENDING
CERTIFICATE DATED
28 APRIL 2009**



Companies House
— for the record —



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 4217941
CHARGE NO. 1**

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GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 APRIL 2009



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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES