

M

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



4713745

Name of company

* CENTRICA RPS LIMITED (the "Intra-Group Creditor")

Date of creation of the charge

31 March 2009

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

Intercreditor Agreement entered into between (1) Centrica SHB Limited and others as Companies, (2) Centrica plc and others as Original Obligors, (3) Centrica plc and others as Original Intra-Group Creditors, (4) Centrica

(see continuation sheet)

Amount secured by the mortgage or charge

1. Any sums owing to the Security Trustee (in its capacity as trustee), any Receiver or any Delegate;
2. all costs and expenses reasonably incurred by any Secured Party in connection with any realisation or enforcement of the Transaction Security taken in accordance with the terms of this Agreement or any action taken at the request of the Security Trustee under Clause 7.5 (Actions of Pension Trustees and Intra-Group Creditors); and

(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

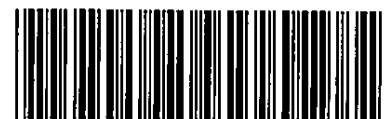
Presenter's name address and reference (if any):

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

For official Use (02/06)
Mortgage Section

Post room

THURSDAY



A5UFL8VC

A08

09/04/2009

237

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

1. Pursuant to the Intercreditor the Intra-Group Creditor agreed that if it receives or recovers any sum which, under the terms of any of the Finance Documents, should have been paid to the Security Trustee, that sum shall be held on trust for the Security Trustee or, if this trust cannot be given effect to, the Intra-Group Creditor shall pay an amount equal to that receipt or recovery to the Security Trustee in each case to be held on trust by the Security Trustee for application in accordance with the Secured Obligations.
2. Pursuant to the Intercreditor the Intra-Group Creditor agreed, subject to Clause 8.2 (*Permitted assurance and receipts*) of the Intercreditor that, if at any time prior to the discharge in full of the Senior Liabilities, the Intra-Group Creditor receives or recovers:

(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 RPS LIMITED (the "Intra-Group Creditor")

Addendum 1/4

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

Engineers Pension Trustees Limited and others as Original Pension Trustees and (5) Centrica Pension Trustees Limited as Security Trustee (the "Intercreditor").

Addendum 2/4

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

3. the Senior Liabilities (with each Pension Trustee receiving its Agreed Percentage thereof),

(together 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).

Addendum 4/4

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

2.1 any payment or distribution of, or on account of or in relation to, any of the Liabilities which is not permitted by either Clause 5 (Permitted Payments) of the Intercreditor or the Secured Obligations;

2.2 save to the extent the Intra-Group Creditor is liable to make payment pursuant to Clause 7.3 (Set-off) of the Intercreditor, any amount by way of set-off in respect of any of the Liabilities owed to them which does not give effect to a payment permitted by Clause 5 (Permitted Payments) of the Intercreditor;

2.3 the proceeds of any enforcement of any Transaction Security except in accordance with the Secured Obligations; or

2.4 any distribution in cash or in kind made as a result of the occurrence of an Insolvency Event in respect of any Company, in respect of any Liabilities owed to it in its capacity as an Intra-Group Creditor (as the case may be),

the Intra-Group Creditor will hold that amount on trust for the Security Trustee and promptly pay that amount to the Security Trustee or, if this trust cannot be given effect to or if in respect of the Intra-Group Creditor this trust would have the effect of creating a proprietary or security interest over that amount registrable under the Companies Act 1985 (but not so registered), the Intra-Group Creditor shall pay an amount equal to that receipt or recovery to the Security Trustee, in each case to be held on trust by the Security Trustee for application in accordance with the

Name of company

*insert full name
of Company

* CENTRICA RPS LIMITED (the "Intra-Group Creditor")

Secured Obligations.

3. Payment of Intra-Group Liabilities

The Companies may pay, repay, redeem or acquire the Intra-Group Liabilities at any time only if that action is permitted under Clause 5 (*Permitted Payments*) of the Intercreditor or if the prior written consent of the Security Trustee (acting on the instructions of the Majority Pension Trustees) is obtained.

4. Security

Pursuant to the Intercreditor the Intra-Group Creditor agrees to that may not take, accept or receive the benefit of any Security, guarantee, indemnity or other assurance against loss in respect of the Intra-Group Liabilities unless the prior consent of the Security Trustee (acting on the instructions of the Majority Pension Trustees) is obtained.

5. Intra-Group Creditors: permitted enforcement

Pursuant to the Intercreditor the Intra-Group Creditor agreed, subject to Clause 7 (*Effect of Insolvency Event*) of the Intercreditor, that it shall not be entitled to take any Enforcement Action unless all the Senior Liabilities have been discharged in full (except the Intra-Group Creditor may make demand (only) on a borrower in respect of an Intra-Group Liability in the ordinary course of trading, prior to the occurrence of an Insolvency Event).

Definitions

"Agreed Percentage" means, in the case of each Pension Trustee, the agreed percentage determined in accordance with Clause 24 (*Agreed Percentage*) of the Intercreditor.

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

"Companies" means Centrica SHB Limited (company number 2571241) and Humberland Limited (company number 294954) (and "Company" shall be construed as each or either of them as the context admits or requires).

"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.

"Debenture" means the Debenture dated 31 March 2009 between the Companies and the Security Trustee.

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

"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.

"Enforcement Action" means:

(a) the making of demand for any Senior Liabilities due and payable (or becoming due and

Name of company

*insert full name
of Company

* CENTRICA RPS LIMITED (the "Intra-Group Creditor")

payable) on or following any Default.

- (b) the acceleration of any Liabilities or any declaration that any Liabilities are prematurely due and payable or payable on demand or any premature termination;
- (c) the taking of any steps to enforce or require the enforcement of any transaction Security (including the crystallisation of any floating charge forming part of the Transaction Security);
- (d) the making of any demand against any Obligor in relation to any guarantee, indemnity or other assurance against loss in respect of any Liabilities or exercising any right to require any Obligor to acquire any Liabilities (including exercising any put or call option against any Obligor for the redemption or purchase of any Liabilities);
- (e) the exercise of any right of set-off against any Obligor in respect of any Liabilities;
- (f) the suing for, commencing or joining of any legal or arbitration proceedings against any Obligor to recover any Liabilities;
- (g) the entering into of any composition, assignment or arrangement with any Obligor; or
- (h) the petitioning, applying or voting for, or the taking of any steps (including the appointment of any liquidator, receiver, administrator or similar officer) in relation to, the winding-up, dissolution, administration or reorganisation of any Obligor or any suspension of payments or moratorium of any indebtedness of any Obligor, or any analogous procedure or step in any jurisdiction,

provided that the following shall not constitute Enforcement Action: the taking of any action falling within paragraph (a) above necessary to preserve the validity and existence of claims, including the registration of such claims before any court or governmental authority provided further that none of the actions listed in the opening proviso in this paragraph shall result in an Insolvency Event.

"Enforcement Pension Trustees" has the meaning given to it in Clause 6.1 (*Pension Trustees: enforcement request*) of the Intercreditor.

"Finance Documents" means each of the Intercreditor, the Senior Finance Documents, the Intra-Group Loan Agreement, any other agreement constituting and/or evidencing the terms of the Intra-Group Liabilities and any other document designated as such by the Security Trustee.

"Group" means Centrica plc (company registration number 3033654) and its Subsidiaries from time to time.

"Insolvency Event" means any of the events described in (i) clause 14.4 of the Debenture (*Pension Protection Fund*) and/or (ii) clause 14.5.1 of the Debenture (*Insolvency Proceedings: Obligors except the Parent*) (which is not excepted by clause 14.5.2 of the Debenture), in each case occurs in respect of a Company. However, "Insolvency Event" shall

Name of company

*insert full name
of Company

* CENTRICA RPS LIMITED (the "Intra-Group Creditor")

exclude (a) a winding-up petition which is frivolous or vexatious and which is discharged, stayed or dismissed within 14 days of commencement or, if earlier, the date on which it is advertised and (b) any application by a person (who is neither a member of the Group nor a director of a member of the Group) for the appointment of an administrator which is frivolous or vexatious and is stayed, withdrawn or dismissed within four Business Days of the application being made or presented.

"Intra-Group Liabilities" means all present and future obligations and liabilities for or on account of any indebtedness (whether representing or on account of any loan or any other dealings or transactions whatsoever between any Company and any other member of the Group and whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) at any time due, owing or incurred by any Company to any other member of the Group, together with any of the following matters relating to or arising in respect of those obligations and liabilities:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for damages or restitution; and
- (c) any claim as a result of any recovery by any Company of a payment or discharge on the grounds of preference,

and any amounts which would be included in any of the above but for any discharge, non-provability or unenforceability of those amounts in any insolvency or other proceedings.

"Intra-Group Loan Agreement" means the intra-group loan agreement 31 March 2009 between the Companies (as borrowers) and the Original Intra-Group Creditors (as lenders).

"Intragroup Receivables Charge" means the intragroup receivables charge dated 31 March 2009 between certain of the Obligors and the Security Trustee (as Security Trustee) and includes each Supplemental Intragroup Receivables Charge (as defined and as entered into from time to time as referred to therein).

"Liabilities" means the Senior Liabilities and the Intra-Group Liabilities.

"Majority Pension Trustees" means (i) at any time prior to a request for enforcement of any Security Documents and/or Transaction Security by one or more Pension Trustees pursuant to Clause 6.1 (*Pension Trustees: enforcement request*), a Pension Trustee or Pension Trustees whose Agreed Percentages at that time aggregate to more than 66²/₃ per cent or (ii) following any such request, the Enforcement Pension Trustees.

"Obligors" means each of the Parties listed as Original Obligors in part 1 of Schedule 1 (*the Original Parties*) of the Intercreditor (and "Original Obligor" shall be construed as each or any of them as the context admits or requires) (including the Companies) and each member of the Group which becomes a Party as an Obligor in accordance with the terms of Clause 15 (*Change of Party*) (and "Obligor" shall be construed as each or any of them as the context admits or requires).

"Original Intra-Group Creditors" means the following:

Name of company

* CENTRICA RPS LIMITED (the "Intra-Group Creditor")

*insert full name
of Company

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 Operations Limited	4217941
Centrica Lantage Limited	3462783
British Gas Services Limited	3141243

"Pension Trustees" means (1) each of Centrica Engineers Pension Trustees Limited (company number 3479986), Centrica Pension Plan Trustees Limited (company number 448278) and Original Pension Trustees and (2) Centrica Pension Trustees Limited (company number 3033654) any other pension trustee that has delivered to the Security Trustee a duly executed Creditor Accession Undertaking accepted by the Security Trustee (and "Pension Trustee" shall be construed as each or any of them as the context admits or requires).

"Mortgage" means a mortgage or charge in respect of all the Real Property (as defined in the Debenture) 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.

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

"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 Intragroup Receivables Charge;
- (b) any other document entered into at any time by any of the Obligors creating any

Name of company

*insert full name
of Company

* CENTRICA RPS LIMITED (the "Intra-Group Creditor")

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

"Senior Liabilities" means the Secured Obligations and all other present and future obligations and liabilities (and whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) at any time due, owing or incurred by any Obligor to any Secured Party (in such capacity only) under or in connection with any of the Finance Documents, together with any of the following matters relating to or arising in respect of those obligations and liabilities:

(a) any refinancing, novation, deferral or extension;

(b) any claim for damages or restitution; and

(c) any claim as a result of any recovery by any Obligor of a payment or discharge on the grounds of preference,

and any amounts which would be included in any of the above but for any discharge, non-provability or unenforceability of those amounts in any insolvency or other proceedings.

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

"Subsidiary" means in relation to any company or corporation, a company or corporation:

(a) which is controlled, directly or indirectly, by the first mentioned company or corporation;

(b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation; or

(c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

Company number

4713745

Name of company

*insert full name
of Company

* CENTRICA RPS LIMITED (the "Intra-Group Creditor")

"Transaction Security" means the Security created or expressed to be created under or pursuant to the Security Documents.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 4713745
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN INTERCREDITOR AGREEMENT
DATED 31 MARCH 2009 AND CREATED BY CENTRICA RPS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY OBLIGOR TO ANY SECURED PARTY ON ANY
ACCOUNT WHATSOEVER 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 16 APRIL 2009



Companies House
— for the record —



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