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COMPANIES FORM No. 395

395

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legibly, preferably
in black type, or
bold block lettering

*insert full name of
company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies For official use
(Address overleaf-Note 5)

Company Number

3078711

Name of Company

British Gas Trading Limited (the "Company")

Date of creation of the charge

17 February 1997

Description of the instrument (if any) evidencing the charge (note2)

Deed of Covenant and Indemnity (the "Deed")

Amount secured by the charge

The "Liabilities", which are defined in the Deed as meaning all moneys, debts and liabilities which at the date of the Deed are or have been or at any time after the date of the Deed may be or become due, owing or incurred by the Company and Centrica plc (Company Number 3033654) (together the "Obligors") to British Gas plc now known as BG plc (Company Number 2006000) ("BG plc") under or in connection with the Deed (in each case, whether alone or jointly, or jointly and severally, with any other Person, whether actually or contingently and whether as principal debtor, guarantor, surety or otherwise).

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

BG plc

100 Thames Valley Park Drive, Reading

Berkshire

Postcode

RG6 1PT

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

Linklaters & Paines
Barrington House
59-67 Gresham Street
London EC2V 7JA
Ref: DEXT
Tel: 0171 606 7080 ext 3108

Time critical reference

For Official Use
Mortgage Section

Post Room



Short particulars of all the property charged

The Company (together with Centrica plc) with full title guarantee and as security for payment of the Liabilities charged to BG plc by way of first fixed charge all of its right, title and interest in and to the Cash Collateral Account, all moneys from time to time standing to the credit thereof and to the Cash Collateral.

Note (A): The Deed provides that:

1. BG plc shall be entitled (but not bound), during the continuation of the Deed, to apply any or all of the moneys from time to time standing to the credit of the Cash Collateral Account and the Cash Collateral in settlement of the whole or any part of the monies due and owing to BG plc pursuant to the Deed.

2. Neither the Company (nor Centrica plc or any of their Affiliates) shall be entitled to withdraw any moneys from the Cash Collateral Account without the prior written consent of BG plc.

3. Save as contemplated by the Deed, neither the Company (nor Centrica plc) shall assign, transfer, encumber or otherwise dispose of any right, title or interest it may have in or under the Cash Collateral Account or the Cash Collateral from time to time.

Note (B): In this Form the following words and expressions shall bear the following meanings:

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Particulars as to commission allowance or discount (note3)

Nil

Signed

Lushkators & Paines

Date

3rd March 1997

On behalf of company

† 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. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No **1**
to Form No 395 and 410 (Scot)

Please complete
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Company number

3078711

Name of company

British Gas Trading Limited (the "Company")

Description of the instrument creating or evidencing the mortgage or charge (cont.) (note2)

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

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"Affiliate" of any Person means any Subsidiary or holding company of that Person, or any Subsidiary of any such holding company

"Agency" of a state includes any agency, authority, central bank, department, government legislature, minister, ministry, official or public or statutory Person (whether autonomous or not) of, or of the government of, that state

"Cash Collateral" means the amount (including interest) from time to time standing to the credit of the Cash Collateral Account

"Cash Collateral Account" means account number 80524867 at the 54 Lombard Street EC3P branch of Barclays Bank PLC, sort code 20-00-00, in the name of "Centrica Cash Collateral Account" or such other substitute or replacement account satisfactory to BG plc

a **"Person"** includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or Agency of a state (in each case, whether or not having separate legal personality)

"Subsidiary" means, in relation to any Person (its **"holding company"**), at any particular time, any other Person which is then a subsidiary (as defined in Sections 736 and 736A of the Companies Act 1985) of that Person

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Amount due or owing on the mortgage or charge (cont.)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (cont.)

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03078711

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF COVENANT AND INDEMNITY DATED THE 17th FEBRUARY 1997 AND CREATED BY BRITISH GAS TRADING LIMITED FOR SECURING ALL MONIES DEBTS AND OTHER LIABILITIES DUE OWING OR INCURRED BY THE COMPANY AND CENTRICA PLC TO BRITISH GAS PLC (NOW K/A BG PLC) UNDER OR IN CONNECTION WITH THE DEED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd MARCH 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th MARCH 1997.

M. Cornelius
M. CORNELIUS

for the Registrar of Companies



COMPANIES HOUSE

HC026B

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