

4 March 2009

**CENTRICA PLC**  
**Issue of GBP 100,000,000 Puttable and Callable Notes due 2029**  
**under the U.S.\$6,000,000,000**  
**Euro Medium Term Note Programme**

**PART A - CONTRACTUAL TERMS**

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 26th September, 2008 as supplemented by the Supplementary Prospectus dated 3 November 2008 and the Supplementary Prospectus dated 26 February which constitutes a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the **Prospectus Directive**). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus is available for viewing at and copies may be obtained from the registered office of the Issuer at Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD and from HSBC Bank plc at 8 Canada Square, London E14 5HQ.

1.	Issuer:	Centrica plc
2.	Series Number:	12
3.	Specified Currency or Currencies:	Sterling ("GBP")
4.	Aggregate Nominal Amount:	
	Series:	GBP100,000,000
5.	Issue Price:	100 per cent. of the Aggregate Nominal Amount
6.	Specified Denomination(s):	GBP50,000
7.	Issue Date and Interest Commencement Date:	9 March 2009
8.	Maturity Date:	9 March 2029
9.	Interest Basis:	Fixed Rate
10.	Redemption/Payment Basis:	Redemption at par
11.	Change of Interest Basis or Redemption/ Payment Basis:	Not Applicable
12.	Put/Call Options:	Investor Put and Issuer Call (further particulars specified below)
13.	(i) Status of the Notes:	Senior
	(ii) Date Board approval for issuance of Notes obtained:	19 September 2008
14.	Method of distribution:	Non-syndicated
<b>PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE</b>		
15.	Fixed Rate Note Provisions	Applicable
	(i) Rate(s) of Interest:	For the period from and including the Interest

		Commencement Date to but excluding the Interest Payment Date falling on 9 September 2009 the applicable Rate of Interest is 1.000 per cent. per annum.
		For the period from and including the Interest Payment Date falling on 9 September 2009 to but excluding the Maturity Date the applicable Rate of Interest shall be the Second Rate of Interest (as defined in the Schedule)
(ii)	Interest Payment Date(s):	9 September and 9 March in each year up to and including the Maturity Date
(iii)	Fixed Coupon Amount(s):	In respect of each Interest Payment Date prior to and including the Interest Payment Date falling on 9 September 2009, GBP 250 per GBP50,000 in nominal amount. In respect of each Interest Payment Date after the Interest Payment Date falling on 9 September 2009, as determined in accordance with Condition 5 and paragraph 15(i) above
(iv)	Broken Amount(s):	Not Applicable
(v)	Day Count Fraction:	Actual/Actual (ICMA)
(vi)	Determination Date(s):	9 March and 9 September in each year
(vii)	Other terms relating to the method of calculating interest for Fixed Rate Notes:	None
16.	Floating Rate Note Provisions	Not Applicable
17.	Zero Coupon Note Provisions	Not Applicable
18.	Index Linked Interest Note Provisions	Not Applicable
19.	Dual Currency Note Provisions	Not Applicable

#### PROVISIONS RELATING TO REDEMPTION

20.	Issuer Call:	Applicable
(i)	Optional Redemption Date(s):	The Interest Payment Date falling on 9 September 2009
(ii)	Optional Redemption Amount of each Note and method, if any, of calculation of such amount	An amount equal to the greater of (1) GBP50,000 and (2) GBP50,000 multiplied by the Transfer Price (as defined in the Schedule), in each case per Note of GBP50,000 Specified Denomination
(iii)	If redeemable in part:	
	(a) Minimum Redemption Amount:	Not applicable
	(b) Maximum Redemption Amount:	Not applicable
(iv)	Notice period (if other than as set out in the Conditions)	In order to exercise the Issuer Call Option the Issuer shall give notice to the Calculation Agent within 30 minutes of the Calculation Agent providing to the Issuer details of the lowest Bid it obtained in the Dealer Poll. The Issuer shall give notice of its exercise of the

		Issuer Call Option to the Noteholders on any day during the period from and including the Exercise Date to and including the fifth Business Day following the Exercise Date
21.	Investor Put:	Applicable
	(i) Optional Redemption Date(s):	See the Schedule hereto
	(ii) Optional Redemption Amount of each Note and method, if any, of calculation of such amount:	See the Schedule hereto
	(iii) Notice period (if other than as set out in the Conditions):	See the Schedule hereto
22.	Final Redemption Amount of each Note:	GBP50,000 per Note of GBP50,000 Specified Denomination
23.	Early Redemption Amount of each Note payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in Condition 7(e)):	GBP50,000 per Note of GBP50,000 Specified Denomination

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

24.	Form of Notes:	Bearer Notes:  Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for definitive Bearer Notes only upon an Exchange Event
25.	Additional Financial Centre(s) or other special provisions relating to Payment Dates:	Not Applicable
26.	Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	No
27.	Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment:	Not Applicable
28.	Details relating to Instalment Notes:	
	(i) Instalment Amount(s):	Not Applicable
	(ii) Instalment Date(s):	Not Applicable
29.	Redenomination applicable:	Redenomination not applicable
30.	Other final terms:	See the Schedule hereto

#### DISTRIBUTION

31.	(i) If syndicated, names of Managers:	Not Applicable
	(ii) Date of [Subscription] Agreement:	Not Applicable
	(iii) Stabilising Manager (if any):	Not Applicable
32.	If non-syndicated, name of relevant Dealer:	Deutsche Bank AG, London Branch

33. U.S. Selling Restrictions: TEFRA D  
34. Additional selling restrictions: Not Applicable

**LISTING**

35. (i) Listing and admission to trading: Application has been made for the Notes to be admitted to trading on the London Stock Exchange's regulated market and listing on the Official List of the UK Listing Authority with effect from 9 March 2009.  
(ii) Estimate of total expenses related to admission to trading: Nil

**PURPOSE OF FINAL TERMS**

These Final Terms comprise the final terms required for issue and admission to trading on the London Stock Exchange's regulated market and listing on the Official List of the UK Listing Authority of the Notes described herein pursuant to U.S.\$6,000,000,000 Euro Medium Term Note Programme of CENTRICA PLC.

**RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in these Final Terms

Signed on behalf of Centrica plc:

By:  .....  
*Duly authorised*

By:  .....  
*Duly authorised*

## PART B - OTHER INFORMATION

### 1. RATINGS

Ratings: Not Applicable

### 2. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

So far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer.

### 3. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

- |       |                           |                            |
|-------|---------------------------|----------------------------|
| (i)   | Reasons for the offer     | General corporate purposes |
| (ii)  | Estimated net proceeds:   | £100,000,000               |
| (iii) | Estimated total expenses: | nil                        |

### 4. YIELD

Indication of yield: 1.000%

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

### 5. OPERATIONAL INFORMATION

- |       |  |                          |
|-------|--|--------------------------|
| (i)   | ISIN Code:   | XS0416667904             |
| (ii)  | Common Code:   | 041666790                |
| (iii) | Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s): | Not Applicable           |
| (iv)  | Delivery:  | Delivery against payment |
| (v)   | Names and addresses of additional Paying Agent(s) (if any):  | Not Applicable           |

## SCHEDULE

### 1. DEFINITIONS

For the purposes of the Notes:

“**Bid**” means an irrevocable bid given by a Reference Bank at or about 11:30 a.m. (London time) on the Exercise Date to purchase all the Notes outstanding at the Transfer Price for settlement on the Interest Payment Date falling on 9 September 2009, to be given on an “all-in” basis and expressed as a yield (quoted on a semi annual Actual/Actual (ICMA) basis) over and above the Transfer Swap Rate, such bid to be open for acceptance for at least one hour.

“**Business Day**” means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London and a day on which TARGET (the Trans-European Automated Real-time Gross settlement Express Transfer system) is open.

“**Calculation Agent**” means Deutsche Bank AG, London Branch.

“**Credit Spread**” means the lowest Bid obtained in accordance with the Dealer Poll.

“**Dealer Poll**” has the meaning given in paragraph 3.

“**Exercise Date**” means the day that is 11 Business Days prior to the Interest Payment Date falling on 9 September 2009.

“**Exercise Swap Rate**” means the arithmetic mean of the “ask” and “bid” 19.5 year 6 month Sterling LIBOR swap rates at 11:00 a.m. (London time) on the Exercise Date determined by the Calculation Agent who shall request each of the Reference Banks to provide such rates and shall apply the principles set out in Clause 8.2(b) of the Agency Agreement as if they applied to this definition, *mutatis mutandis*.

“**Fixed Income Bond**” means a hypothetical bond purchased on the Interest Payment Date falling on 9 September 2009 where interest accrues from and including 9 September 2009 to but excluding 29 March 2029, the rate of interest is 3.49 per cent. per annum, payable semi-annually on an Actual/Actual (ICMA) basis, the maturity date is 29 March 2029 and the final redemption amount of such bond is par.

“**Reference Bank**” means each of Deutsche Bank AG, London Branch and a further two dealers nominated by the Issuer which deal in obligations of a type similar to the Notes and the Fixed Income Bond.

“**Second Rate of Interest**” means the rate (expressed as a percentage per annum) determined by the Calculation Agent to be such that the price of a Note valued on the Exercise Date for purchase on 9 September 2009, when discounted at the Transfer Swap Rate plus the Credit Spread, is equal to the Transfer Price.

“**Strike Rate**” means 3.49 per cent.

“**Transfer Swap Rate**” means the arithmetic mean of the “ask” and “bid” 19.5 year 6 month Sterling LIBOR swap rates at 12:30 p.m. (London time) on the Exercise Date determined by the Calculation Agent who shall request each of the Reference Banks to provide such rates and shall apply the principles set out in Clause 8.2(b) of the Agency Agreement as if they applied to this definition, *mutatis mutandis*.

“**Transfer Price**” means the net present value of all future cash flows pursuant to the Fixed Income Bond on the Interest Payment Date falling on 9 September 2009 discounted at the Transfer Swap Rate, expressed as a percentage.

### 2. EARLY REDEMPTION EVENT

Each Note will be redeemed by the Issuer on the Interest Payment Date falling on 9 September 2009 if the Exercise Swap Rate is greater than the Strike Rate. Upon such early redemption each Note will be redeemed at an amount equal to the Final Redemption Amount.

### 3. DEALER POLL

- (A) The Issuer shall nominate two Reference Banks to participate with Deutsche Bank AG, London Branch (in addition to it acting in its capacity as Calculation Agent) in a poll of dealers to determine the Credit Spread (the "Dealer Poll"). The Issuer shall give notice of the identity of each such Reference Bank which irrevocably undertakes to purchase all the Notes from the Calculation Agent following its provision of a Bid to the Noteholders in accordance with Condition 14 not later than the day which is 10 Business Days prior to the Exercise Date.
- (B) At 11.30am on the Exercise Date, the Calculation Agent shall attempt to obtain Bids from each of the Reference Banks.
- (C) If more than one Bid is obtained, the lowest Bid shall be used for the purposes of determining the Second Rate of Interest. If only one Bid is obtained, such Bid shall be used for the purposes of determining the Second Rate of Interest.
- (D) As soon as practicable following the determination of the Exercise Swap Rate, the Transfer Swap Rate, the Credit Spread and the Second Rate of Interest, the Calculation Agent shall cause such determinations to be notified to the Issuer. The Issuer shall cause such determinations to be notified to the Paying Agents, the Trustee and the Noteholders and, for so long as the Notes are listed on the Official List of the UK Listing Authority and the rules of the UK Listing Authority so require, the UK Listing Authority.

### 4. NOTICE

The third paragraph of Condition 14 shall be deemed to be deleted and replaced by the following:

"Until such time as any definitive Bearer Notes are issued, there may, so long as any Global Notes representing the Bearer Notes are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg, be substituted for such publication in such newspaper(s) the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Notes and, in addition, for so long as any Notes are listed on a stock exchange and the rules of that stock exchange (or any other relevant authority) so require, such notice will be published in a daily newspaper of general circulation in the place or places required by that stock exchange (or any other relevant authority). Any such notice shall be deemed to have been given to the holders of the Notes on the day after the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg."

### 5. INVESTOR PUT

If, at any time prior to 9 September 2009, a Change of Control Event occurs and within the Change of Control Period either (i) (if at the time that Change of Control Event occurs there are Rated Securities) a Rating Downgrade occurs or (ii) (if at such time there are no Rated Securities), a Negative Rating Event occurs, the holder of each Note will have the option in respect of his Note to require the Issuer to redeem that Note on the Optional Redemption Date (as defined below) at its Optional Redemption Amount together with interest (if any) accrued to (but excluding) the Optional Redemption Date.

To exercise the option to require redemption of a Note, the holder of the Note must deliver such Note on any London business day falling within the period (the "Put Period") of 45 days after the occurrence of a Rating Downgrade or a Negative Rating Event at the specified office of any Paying Agent, accompanied by a duly signed and completed Put Notice, all in accordance with the provisions of Condition 7(d).

A **"Change of Control Event"** shall be deemed to have occurred if any of the following events occur:

- (A) the Issuer consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets (or any substantial part of the assets comprising the business conducted by it as of the Issue Date) to, or reorganises, reincorporates or reconstitutes into or as, another entity; or
- (B) if any person, or group of persons acting in concert (as defined in the City Code on Takeovers and Mergers), acquires control (as defined in Section 416 of the Income and Corporation Taxes Act 1988) of the Issuer; or
- (C) the Issuer enters into any agreement providing for either of (A) or (B) above.

**"Change of Control Period"** means:

- (i) if at the time a Change of Control Event occurs there are Rated Securities, the period of 90 days starting from and including the day on which that Change of Control Event occurs; or
- (ii) if at the time a Change of Control Event occurs there are no Rated Securities, the period starting from and including the day on which that Change of Control Event occurs and ending on the day 90 days following the date on which the Issuer shall seek to obtain a rating in accordance with the provisions envisaged in the definition of "Negative Rating Event" prior to the expiry of the 14 days referred to in that definition.

A **"Negative Rating Event"** shall be deemed to have occurred if the Issuer does not, within 14 days after the occurrence of the Change of Control Event, obtain ratings of any unsecured and unsubordinated debt of the Issuer (or of any Subsidiary of the Issuer and which is guaranteed on an unsecured and unsubordinated basis by the Issuer) having an initial maturity of five years or more from the Rating Agencies of at least BBB- from S&P and Baa3 from Moody's.

**"Optional Redemption Amount"** means GBP50,000 per Note of GBP50,000 Specified Denomination.

**"Optional Redemption Date"** means the date falling seven days after the expiry of the Put Period.

**"Rated Securities"** means the unsecured and unsubordinated debt of the Issuer (or any Subsidiary of the Issuer and which is guaranteed on an unsecured and unsubordinated basis by the Issuer) having an initial maturity of five years or more which is rated by both of the Rating Agencies.

**"Rating Agency"** means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. ("**S&P**") or Moody's Investors Service Inc. ("**Moody's**").

A **"Rating Downgrade"** shall be deemed to have occurred in respect of a Change of Control Event if either (i) both the then current rating assigned to the Rated Securities by S&P is reduced below BBB- and the then current rating assigned to the Rated Securities by Moody's is reduced below Baa3 or (ii) where immediately prior to the occurrence of the Change of Control Event the then current rating assigned to the Rated Securities by S&P is below BBB- and the then current rating assigned to the Rated Securities by Moody's is below Baa3 (in each case, the **"Existing Rating"**), either Existing Rating is reduced further by S&P or Moody's, as the case may be.